

Steinberg VST PlugIns SDK Licensing Agreement
(Version "3.0– January 2008")

between

STEINBERG MEDIA TECHNOLOGIES GMBH

residing at

Neuer Hoeltigbaum 22 - 32 ,
22143 Hamburg
GERMANY

- Steinberg -

and

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residing at

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.....
.....

- Licensee-

§ 1 Object of the Agreement

The object of this agreement consists of the Steinberg VST PlugIn Software Development Kit **version 3.0**, comprising of documentation, example code, and several VST PlugIn examples. These are described hereinafter as the **"Licensed Software Developer Kit"**.

2. Steinberg is the holder of all copyrights, rights of ownership, and other rights concerning the Licensed Software Developer Kit.
3. The **Licensed Software Developer Kit** contains information about how to develop a VST PlugIn, and how to extend an application so that it can host VST PlugIns, that are developed under the VST PlugIn Specification, either by Steinberg or any Third-Parties.

Currently the following computer platforms are supported:

- Apple Macintosh Computers under the Mac OS10.x,
- Windows 95/98/2000/XP (32 and 64bit) and Windows Vista

§ 2 Granting of Rights

1. Steinberg hereby grants to the Licensee a non-exclusive, worldwide, nontransferable license during the term of this agreement to use the **Licensed Software Developer Kit** solely:

for the development of VST PlugIns and/or for the development of an application that can host VST PlugIns,

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a) Steinberg's copyright notice should be included in the documentation, regardless of the media used to supply the documentation.

Copyrights notice: "VST is a trademark and software of Steinberg Media Technologies GmbH"

b) The VST Logo has to appear on packages and promotional material. The VST Logo artwork and usage guidelines are part of the **"Licensed Software Developer Kit"** and are supplied by Steinberg in digital format.

c) In the 'about box' of the product in one of the following formats:

- VST PlugIn Technology by Steinberg Media Technologies,
- VST PlugIn Interface Technology by Steinberg Media Technologies GmbH.

§ 4 Fees and Royalties

This license is non-royalty bearing and the Licensee shall not be obligated to pay to Steinberg any fees or royalties with respect to the VST PlugIn Interface technology.

§ 5 LIMITATION OF Liability

1. Subject to the provisions in the following sub-sections, Steinberg shall only be liable, irrespective of the legal grounds, for damages caused by the intentional or grossly negligent conduct of Steinberg, its legal representatives, managerial employees or any other vicarious agents. In the case of damage caused by the grossly negligent conduct of any other vicarious agents, the liability shall be limited to those damages which must typically be expected within the scope of an agreement such as the present one. Any further liability other than as permitted under this agreement shall be excluded.
2. Any liability of Steinberg for damages arising from violation of life, body and health, from the assumption of a guarantee or from a procurement risk as well as Steinberg's liability for damages pursuant to the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.
3. To the extent the liability of Steinberg is excluded pursuant to the subsections of this provisions, this shall also apply to the benefit of Steinberg's employees in the event the Licensee files any claims directly against them.

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1. Steinberg licences the VST PlugIn Interface Technology on an "AS IS" basis.
Steinberg makes no warranties, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, regarding the VST PlugIn Interface technology or operation and use in combination with the Licensee's program. Neither the Licensee, its employees, agents, or Distributors have any right to make any other representation, warranty or promise with respect to the VST PlugIn Interface technology.
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§ 7 Infringement

1. Steinberg represents and warrants that, as of the date of this Agreement, it is not aware of any claim or action alleging that VST, the VST PlugIn Interface Technology, or the content of the Licensed Software Developer Kit infringes any third party intellectual property right.
2. Steinberg, however, disclaims any obligation of defense or indemnify of the Licensee or its customer with respect to any such claim or action, or otherwise arising out of this agreement. Steinberg shall have no liability arising out of any such actual or alleged intellectual property infringement.
3. The Licensee, however, shall promptly notify Steinberg, in writing, of each such infringement claim of which the Licensee becomes aware. Steinberg may defend the Licensee against such claims. In such case, the Licensee is obligated to duly support Steinberg's defense.

§ 8 RELATIONSHIP BETWEEN THE TWO PARTIES

Nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, principal, agent or whatsoever. The Licensee shall not be entitled to represent Steinberg or to make statements on its behalf.

§ 9 TERM OF THE AGREEMENT

1. The Agreement shall run for an unlimited period.
2. If the Licensee is in breach of any material obligations set out in this agreement and does not cure such breach by Steinberg's written demand within 14 days, Steinberg shall be entitled to terminate this agreement immediately in writing and inform the Licensee verbally about it. In such a case, this license and all the rights granted to the Licensee herein shall immediately cease.
3. The right to extraordinary termination for good cause shall remain unaffected.

§ 10 Final provisions

This agreement and the interpretation thereof shall be exclusively subject to the laws of the Federal Republic of Germany without the application of the UN Convention on the Sale of Goods (CISG).

The Licensee declares himself to be in agreement with the use of any personal data obtained through this licensing relationship by Steinberg for its own company purposes, and for the purposes of its Company Group, within the meaning of the relevant Data Protection laws.

If any one stipulation of this License contract should be or become invalid, completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulations with a valid regulation which comes as closely as commercially desired possible to the purpose originally intended for the ineffective provision; the same shall apply in the case of a gap.

Amendments, supplements and notices of termination of this agreement must be made in writing. The rescission of this agreement or an alteration to the requirement of the written form must also be made in writing. Subsidiary agreements have not been concluded.

Place of jurisdiction for all disputes is Hamburg. In addition, each party can bring an action against the other party at the general place of jurisdiction of the other party.

This agreement does not require a specific form (e.g. recording by a notary).

- Steinberg -

Media Technologies GmbH

By:
Printed Signature
Title
Date executed

By:
Printed Signature
Title
Date executed

- Licensee -

By:
Printed Signature
Title
Date executed

-Licensee- Technical Contact

Name: -----

Address: -----

Phone: -----

Fax: -----

Email: -----