

Steinberg ASIO SDK Licensing Agreement

(Version "2.3.2 – 01.11.2018")

between

Steinberg Media Technologies GmbH Represented by Mr. Andreas Stelling, MD Beim Strohhause 31 20097 Hamburg GERMANY

20097 Hamburg GER	VIVIAINT	
		- hereinafter 'Steinberg'
and		
Company:		
Represented by:		
Address:		
City, zip code:		
Country:		
		- hereinafter 'Licensee' -

§ 1 OBJECT OF THE AGREEMENT

- 1. The object of this agreement consists of the Steinberg ASIO (Audio Stream I/O) Software Development Kit version 2.3, respectively any preview version of this Kit, comprising of documentation, example code, and several ASIO examples. These are described hereinafter as the "Licensed Software Developer Kit".
- 2. Any previous Steinberg ASIO SDK Licensing Agreement between Licensee and Steinberg is replaced by this agreement.
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The Licensed Software Developer Kit contains among others

- Source code
- Sample application
- information about how to develop an ASIO Driver, and



 information about how to extend an application so that it can host ASIO Drivers, that are developed under the ASIO Specification, either by Steinberg or any Third-Parties.

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1. 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 AND TERMINATION

- 4. The Agreement shall run for an unlimited period.
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- 2. This Agreement is the complete and exclusive understanding between the parties with respect to the subject matter hereof. 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.
- 3. Text form, e.g. a text delivered by email, shall be considered equivalent to written form regarding any provision of this agreement relating to or requiring written form.
- 4. If any one stipulation of this Agreement should be or become invalid, completely or in part, this shall not affect the validity of the remaining stipulations. The invalid stipulations shall be deemed to be replaced 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 or a contractual gap.
- 5. Any and all prior ASIO Driver SDK agreements between Steinberg and the Licensee regarding previous ASIO Driver SDK versions shall be automatically terminated by signing this Agreement.
- 6. 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). 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.
- 7. This agreement does not require a specific form (e.g. recording by a notary).

Steinberg Media Technologies GmbH

Ву:	
Title	Managing Director
Date executed	
Printed Signature	Mr. Andreas Stelling



- Licensee -		
Ву:		
Title		
Printed Signature		
Date executed		
- Licensee - Technical Contact		
Name:		
Address:		
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