

Steinberg VST Plug-In SDK Licensing Agreement

(Version "3.6.5–30.07.2015")

between

Steinberg Media Technologies GmbH Represented by Mr. Andreas Stelling, MD Frankenstrasse 18b 20097 Hamburg Germany

	- 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 VST PlugIn Software Development Kit version 3.6.5 respectively any preview version of this Kit, comprising of documentation, example code, and several PlugIn examples. These are described hereinafter as the "Licensed Software Developer Kit".
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- 4. The Licensed Software Developer Kit contains information about
 - how to develop a Product, 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 Licensed Software Developer Kit is running on the following computer platforms:

- Apple Macintosh Computers under the Mac OS 10.7, 10.8, 10.9, 10.10, 10.11 (32 and 64bit)
- Windows 7, Windows 8 and Windows 10 (32 and 64bit)

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- VST PlugIn Interface Technology by Steinberg Media Technologies GmbH.

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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.

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- 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.
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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. 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.
- 4. Any and all prior VST PlugIn SDK Agreements between Steinberg and the Licensee regarding previous VST PlugIn SDK versions shall be automatically terminated by signing this Agreement.
- 5. 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.
- 6. This agreement does not require a specific form (e.g. recording by a notary).

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