

# Steinberg ASIO SDK Licensing Agreement Version 2.0.1

(Version 2.3.3 - 02.02.2019)

between

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

	- hereinafter "Steinberg" -
and	
Company or Organization:	
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. In case a preview or beta version of the **Licensed Software Developer Kit** is provided, the Licensee is allowed to use the **Licensed Software Developer Kit** solely for internal evaluations. Any publishing, distribution or transfer to a third party is not permitted.
- 3. Steinberg is the holder of all copyrights, rights of ownership, and other rights concerning the **Licensed Software Developer Kit**.
- 4. The Licensed Software Developer Kit contains information about
  - 1.ahow to develop an ASIO device driver, and
  - 1.bhow to extend an application so that it can host ASIO device drivers, that are developed under the ASIO Specification, either by Steinberg or any Third Parties.
- 5. Currently the Licensed Software Developer Kit is running on the following computer platforms:
  - Windows 10 (32-bit and 64-bit).



### § 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** and ASIO Interface Technology solely:
  - a) for the development of ASIO device drivers and/or for the development of an application that can host ASIO device drivers (herein ASIO Driver Compliant Products) and/or hardware products,
  - b) publish, sell or otherwise distribute any ASIO Driver Compliant Product that are using or are based on parts or all of the Licensed Software Developer Kit and/or hardware products that were developed using the Licensed Software Developer Kit and/or are compatible with the Licensed Software Developer Kit (herein ASIO Compliant Hardware Products) under his own brand name.
- 2. In case the Licensee receives a preview or beta version of the Licensed Software Developer Kit, the Licensee is not allowed to publish any ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products to the public using such preview or beta Software Developer Kit. The Licensee is only allowed to publish an ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products to the public based on a Licensed Software Developer Kit which is not declared as a preview or beta version by Steinberg.
- 3. The Licensee has no permission to sell, license, give-away and/or distribute the **Licensed Software Developer Kit** or parts of it for the use as software developer kit in any way, for example, integrated in any framework application, on any medium, including the Internet, to any other person, including sub-licensors of the Licensee or companies where the Licensee has any involvement. This includes reworking any part of the SDK or ASIO specification (such as ASIO API, ASIO API calling sequences, bundle definition per platform, preset format, etc.) or reverse-engineering any part of the SDK or any products based upon this specification.
- 4. In case the **Licensed Software Developer Kit** is modified, it shall not be published, sold or distributed without agreement of Steinberg. Furthermore, the naming of the **Licensed Software Developer Kit** shall not include "ASIO 2.3 SDK" or any combination containing the ASIO brand without permission of Steinberg.
- 5. In case the **Licensed Software Developer Kit** is extended by additional code, it shall not be used in any other description than "(Licensees company name) extension to the "Steinberg ASIO 2.3 SDK".
- 6. The Licensee recognizes the value of the goodwill associated with the mark ASIO and ASIO Technology and acknowledges that such goodwill exclusively belongs to the benefit of Steinberg and belongs to Steinberg.
- 7. If the Licensee is developing, selling otherwise distributing an ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products, that is using or is based on parts or all of the **Licensed Software Developer Kit**, and this product is not published, sold or otherwise distributed under his own name but will be published, sold or otherwise distributed under the name of a third party, this third party has to agree in writing to be bound by this ASIO SDK Licensing Agreement. Licensee warrants that the third party completely complies with all provisions of this ASIO SDK Licensing Agreement and will upon Steinberg's request provide the written consent of the third party to be bound to all provisions of this ASIO SDK Licensing Agreement. If the third party is not in accordance with any of these conditions, the third party is not allowed to distribute this product which is using or is based on parts or all of the **Licensed Software Developer Kit**.



- 8. If the Licensee is planning to publish, sell or otherwise distribute a ASIO Driver Compliant Product and/or ASIO Compliant Hardware Product, under the name of a third party, that is using or is based on parts or all of the **Licensed Software Developer Kit**, the Licensee is under the obligation to send the 'Steinberg ASIO SDK Licensing Agreement' signed by the third party to Steinberg, either by mail, or by fax.
- 9. The provisions of the § 2.7. and § 2.8. above shall not apply as long as the third party is a subsidiary of the Licensee fully controlled by the Licensee. Licensee guarantees that any subsidiary of Licensee controlled by Licensee that uses or is based on parts or all of the **Licensed Software Developer Kit** or developing, selling or otherwise distributing an ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products complies with all regulations of this agreement. Further, Licensee guarantees regarding any subsidiary of licensee controlled by licensee that uses or is based on parts or all of the **Licensed Software Developer Kit** or developing, selling or otherwise distributing an ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products, before releasing the subsidiary from licensee's full control, to acquire full information, documentation and declaration according to §3.1.k) and to provide such acquired information, documentation and declaration upon Steinberg's request according to § 3.1.k) together with Licensee's documentation and declaration to any trademark office or court where any proceeding related to the validity of an ASIO trademark is pending or any proceeding for which the use of any ASIO trademark is relevant

#### § 3 COPYRIGHTS NOTICE, USE OF TRADEMARKS

- 1. If the Licensee is publishing selling or distributing an ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products or code that is using or is based on parts or all of the Licensed Software Developer Kit, the Licensee shall be under an obligation to refer to Steinberg's copyrights and trademarks in the following way:
  - a) In case that the Licensee is publishing, selling or otherwise distributing a ASIO Driver Compliant Product in or with a tangible form, e.g. on DVD or with a printed activation code, (herein "boxed product"), and/or in case of ASIO Compliant Hardware Products, the Licensee shall display in a visible manner the display "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice on the packages and if no package is used on the tangible form or ASIO Compliant Hardware Products. In any other case the Licensee shall display the ASIO compatible Logo and Steinberg's copyrights notice on the Licensee's website in the context of the product.
  - b) In case the ASIO Driver Compliant Product is published, sold or otherwise distributed without a tangible form (e.g. download), the Licensee shall display "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice in
    - an About Box and/or
    - Startup-/Splash-screen and/or
    - all documentations while at least one of such documentations must always be provided in bundled form with the ASIO Driver Compliant Product when the ASIO Driver Compliant Product is published, sold or otherwise distributed.
  - c) In any case the Licensee shall include
    - the ASIO compatible Logo and Steinberg's copyrights notice on any legal or imprint website concerning (among others) at least one website regarding (among others) at least one ASIO Compliant Hardware Product and/or ASIO Driver Compliant,
    - Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice on any document, package, website, advertisement, offer or publication that mentions "ASIO",
    - "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice in advertisings as is commercially reasonable; It is e.g.



commercially reasonable where space is usually sufficiently available, in product brochures, on websites offering a product, e.g. for download or sale and always if any other third party trademark is displayed or mentioned while it is in most cases not commercially reasonable in small advertisements like internet banners or on promotional items,

- "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice in all documentation and specification, regardless of the media used, such as e.g. manuals or data sheets,
- "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice on any product website regarding (among others) at least one ASIO Compliant Hardware Product and/or ASIO Driver Compliant at least one time for every product website, while "ASIO", ASIO compatible Logo and/or Steinberg's copyrights notice might be displayed only on a subpage to the product page linked to the product page and while such subpage might be a specification page,
- if an About Box or a Startup-/Splash-screen exists that includes any reference to any third party or third party's right, "ASIO" and Steinberg's copyrights notice or the ASIO compatible Logo and Steinberg's copyrights notice in every About Box or every Startup-/Splash-screen.
- d) Steinberg's copyrights notice is: "ASIO is a trademark and software of Steinberg Media Technologies GmbH".
- e) The ASIO compatible Logo artwork and usage guidelines are part of the **Licensed Software Developer Kit** and are supplied by Steinberg in digital format. Licensee will only use the

  ASIO compatible logo as defined in the ASIO compatible Logo artwork and usage guidelines

  and comply with the usage guidelines for the use of the ASIO compatible Logo as supplied by

  Steinberg and attached hereto as Annex to this Agreement.
- f) The Licensee warrants that it will not use Steinberg's ASIO trademarks (meaning any Steinberg trademarks containing "ASIO") and/or "ASIO" with or without additions like in "ASIOi" on promotional merchandise, with the exception of demo versions of any of his product.
- g) The Licensee warrants that it will not use Steinberg's ASIO trademarks, "ASIO", ASIO Technology on, or in connection with products obscene, pornographic, excessively violent or otherwise in poor taste.
- h) The Licensee warrants not use Steinberg's ASIO trademarks, "ASIO", with or without additions or the ASIO compatible Logo on or in connection with any product that is not compatible with Steinberg's ASIO technology.
- i) The Licensee is allowed to add to any product name of products that are compatible with Steinberg's ASIO Technology or making use of **Licensed Software Developer Kit** "ASIO compatible", "for ASIO", "compatible with ASIO" or similar in any language as long ASIO is set in regular type and not graphically illustrated or integrated and Steinberg's copyrights notice and the ASIO compatible Logo is shown in direct context to such product name.
- j) Licensee warrants not to use "ASIO", with or without additions like in "ASIOi", in any other form than specified above, especially not include it in a firm or product name related to or similar to audio, music and/or software.
- k) During the duration of this agreement Licensee will document its use of Steinberg's ASIO trademarks in an extend and form suitable to prove the genuine use of ASIO in each country and territory where Licensee uses ASIO or any ASIO trademark under his own name broken down by countries, years and products and upon Steinberg's request during the duration of the agreement or up to one year after the end of this agreement provide such documentation



swiftly together with a signed declaration explaining the form and extend of Licensee's use of ASIO to any trademark office or court where any proceeding related to the validity of a ASIO trademark is pending or any proceeding for which the use of any ASIO trademark is relevant. As long as Licensee's ASIO Driver Compliant Products and Licensee's ASIO Compliant Hardware Products including such under prior Steinberg ASIO SDK Licensing Agreement all together are used by less than 1000 persons and if less than 500 items of ASIO Compliant Hardware Products of Licensee exist Licensee is not under the obligation of §3.1.k).

To the extend described above and provided that Licensee abides by the term of this
agreement, Steinberg grants a revocable non-exclusive license to use Steinberg's ASIO
trademarks to the Licensee.

### § 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 ASIO 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. Not applicable.
- 3. Not applicable.
- 4. 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.
- 5. To the extent the liability of Steinberg is excluded pursuant to the subsections of these provisions, this shall also apply to the benefit of Steinberg's employees in the event the Licensee files any claims directly against them.

#### § 6 PRODUCT WARRANTY

- 1. Steinberg licenses the ASIO 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 ASIO 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 ASIO Interface Technology.
- 2. In no event shall Steinberg be liable for incidental, indirect or consequential damages arising from the use, or distribution of the ASIO Interface Technology by the Licensee, whether theory of contract, product liability or otherwise. All claims for indemnification for losses by the Licensee itself or by third parties shall be excluded.
- 3. Steinberg may in its sole discretion discontinue the distribution of the current ASIO Device Driver SDK and/or release improved versions of the **Licensed Software Developer Kit** but offers no commitment whatsoever those releases will occur at any time or for anybody.



#### § 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 ASIO, the ASIO 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 AND TERMINATION

- 1. The Agreement shall run for an unlimited period.
- 2. Steinberg is entitled to terminate this agreement with a 36 months written notice. For the validity of the termination it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee.
- 3. Steinberg is entitled to terminate this agreement with a 6 months written notice if Steinberg offers a new, e.g. amended, ASIO SDK Licensing Agreement. For the validity of the termination it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee.
- 4. If the Licensee is in breach of any material obligations set out in this agreement and does not cure such breach by Steinberg's demand within 14 days, Steinberg shall be entitled to terminate this agreement immediately. In such a case, this license and all the rights granted to the Licensee herein shall immediately cease. For the validity of the demand and the termination it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee.
- 5. In case that Steinberg publishes a new version of the Software Developer Kit subject to a separate licensing agreement, Steinberg is entitled to terminate this Agreement and any foregoing ASIO SDK Licensing Agreement regarding previous versions of the ASIO SDK with a 6 months written notice. For the validity of the termination it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee. On Licensee's request Steinberg will allow the continued use of the SDK licensed by this agreement within all versions of ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products released by licensee prior to Steinberg's notice of termination. Licensee's request has to include the ASIO Driver Compliant Product and/or ASIO Compliant Hardware Products names, details and version numbers and their release date and documentation showing the release prior to Steinberg's notice.
- 6. In case that Licensee has previously entered into an ASIO SDK Licensing Agreement with Steinberg such previous agreements are terminated by signature to this agreement.
- 7. The right to extraordinary termination for good cause shall remain unaffected.



## § 10 FINAL PROVISIONS

- 1. Amendments, supplements and notices of termination of this agreement must be made in writing. The rescission of this agreement or an alteration of the requirement of the written form must also be made in writing. Subsidiary agreements have not been concluded.
- 2. 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.
- 3. 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.
- 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 Device Driver SDK Agreements between Steinberg and the Licensee regarding previous ASIO Device 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	
By:	Andreas Stelling
Title:	Managing Director
Date executed:	
Printed Signature	
Fax:	+49 40 21035 300
Email:	reception@steinberg.de
Licensee	
By:	
Title:	
Date executed:	
Printed Signature	
Licensee, Technical Contact	
Name:	
Address:	
Phone:	
Fax:	
Email:	