

## Steinberg ASIO SDK Licensing Agreement

(Version "2.3.1 – 04.07.2018")

between

**Steinberg Media Technologies GmbH**

**Represented by Mr. Andreas Stelling, MD**

**Beim Strohhaus 31**

**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 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
  - how to develop an ASIO Driver, and
  - 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.

Currently the Licensed Software Developer Kit is running on the following computer platforms:

- Windows XP, Windows Vista, Windows 7, Windows 8 and Windows 10 (32 and 64bit)

## § 2

### GRANTING OF RIGHTS

1. Steinberg hereby grants to the Licensee a non-exclusive, worldwide, non-transferable 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 Drivers and/or of an application that can host ASIO Drivers (herein ASIO Driver Compliant Products),
  - b) publish, sell or otherwise distribute a ASIO Driver Compliant Product under his own brand name that is using parts or all of the Licensed Software Developer Kit.
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7. If the Licensee is developing a ASIO Driver Compliant Product, that is using parts or all of the **Licensed Software Developer Kit**, and this product is not published under his own name but will be published 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 has 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 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 parts or all of the **Licensed Software Developer Kit**.
8. If the Licensee is planning to publish a ASIO Driver Compliant Product, under the name of a third party, that is using parts or all of the **Licensed Software Developer Kit**, the Licensee is under the obligation to send the signed 'Steinberg ASIO SDK Licensing Agreement' signed by the third party to Steinberg, either by mail, or by fax.

## § 3

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- m) To the extend described above 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.
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## § 6

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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 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 defence 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 defence.

## § 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's offers a new, e.g. amended, ASIO Plug-In 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 **Licensed Software Developer Kit** subject to a separate licensing agreement, Steinberg is entitled to terminate this Agreement and any foregoing ASIO Driver SDK Licensing Agreement regarding previous versions of the ASIO Driver 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.
6. The right to extraordinary termination for good cause shall remain unaffected.

## § 10

### FINAL PROVISIONS

1. 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.
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 anyone 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 ASIO Driver SDK agreements between Steinberg and the Licensee regarding previous ASIO Driver 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).

- **Steinberg Media Technologies GmbH** -

By:

Title: Managing Director

Date executed: .....

Printed Signature: Mr. Andreas Stelling

Email: reception@steinberg.de

- **Licensee** -

By: .....

Title: .....

Date executed: .....

Printed Signature: .....

- **Licensee Technical Contact** -

Name: .....

Address: .....

Phone: .....

Email: .....