

# Steinberg ASIO SDK Licensing Agreement

(Version "2.1 – October 2005")

between

## STEINBERG MEDIA TECHNOLOGIES GMBH

residing at

Neuer Hoeltigbaum 22-32,  
22143 Hamburg  
GERMANY

- Steinberg -

and

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residing at

Street

City, Zip code

Country

- Licensee-

### 1. Object of the Agreement

- 1.1. The object of this agreement consists of the Steinberg ASIO (Audio Stream I/O) Software Development Kit version 2.1, comprising of documentation, example code, and several ASIO examples. These are described hereinafter as the "**Licensed Software Developer Kit**".
- 1.2. Steinberg is the holder of all copyrights, rights of ownership, and other rights concerning the Licensed Software Developer Kit.
- 1.3. 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 Steinberg's ASIO Specification, either by Steinberg or any Third-Parties.

Currently the following computer platforms are supported:

- Apple Macintosh PPC Computers under the Mac OS,
- Windows 95, Windows 98, and NT Systems

### 2. Granting of Rights

- 2.1. 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:
  - 2.1.1. for the development of ASIO Drivers and/or for the development of an application that can host ASIO Drivers,
  - 2.1.2. to publish, sell or otherwise distribute a product under his own brand name that is using parts or all of the Licensed Software Developer Kit.

- 2.2. The Licensee has no permission to sell, license, give-away and/or distribute the **Licensed Software Developer Kit** or parts of it in any way, 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 re-working this specification, or reverse-engineering any products based upon this specification.
- 2.3. The Licensee recognises the value of the goodwill associated with the mark ASIO Technology and acknowledges that such goodwill exclusively belongs to the benefit of Steinberg and belongs to Steinberg. The Licensee warrants that it will not use the mark ASIO Technology on promotional merchandise other than as permitted hereunder, with the exception of demo versions of any of his product making use of this Licensed Software Developer Kit. The Licensee warrants that it will not use the mark ASIO Technology on or in connection with products obscene, pornographic and excessively violent or otherwise in poor taste.
- 2.4. If the Licensee is developing a 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 to be bound by Sections 2.1 to 2.3 and 3 of this ASIO SDK Licensing Agreement. The third party has to completely comply with these provisions. If the third party is not in accordance with these conditions, the third party is not allowed to distribute this product which is using parts or all of the Licensed Software Developer Kit.
- 2.5. If the Licensee is planning to publish a product under his own name or 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 inform Steinberg about it by sending the signed 'Steinberg ASIO SDK Licensing Agreement' to Steinberg, either by mail, or by fax.

### 3. Use of Trademark

- 3.1. If the Licensee is publishing a product under his own name that is using 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:
- 3.1.1. Steinberg's copyrights notice should be included in the documentation, regardless of the media used to supply the documentation. Copyrights notice: "ASIO is a trademark and software of Steinberg Media Technologies GmbH"
- 3.1.2. The ASIO Logo has to appear on packages and promotional material. In the event that it is not possible that the ASIO Logo appears on packages, if any, the Licensee shall use commercially reasonable efforts to include the ASIO Logo on promotional material. The ASIO Logo artwork and usage guidelines are part of the "**Licensed Software Developer Kit**" and are supplied by Steinberg in digital format. Steinberg makes the ASIO Logo Artwork available on Steinberg's ftp site.
- 3.1.3. In the 'about box' of the product in one of the following formats:
- ASIO Technology by Steinberg Media Technologies GmbH,
  - ASIO 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 ASIO Interface technology.

## **5. Limitation of Liability**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

## **6. Product Warranty**

- 6.1. Steinberg licences 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.
- 6.2. In no event shall Steinberg be liable for incidental 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.
- 6.3. Steinberg may release improved versions of the Licensed Software Developer Kit but offers no commitment whatsoever that such releases will occur at anytime or for anybody.

## **7. Infringement**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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 obliged 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

- 9.1. The Agreement shall run for an unlimited period.
- 9.2. If the Licensee is in breach of any material obligation 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.
- 9.3. The right to extraordinary termination for good cause shall remain unaffected.

## 10. Final provisions

- 10.1. This agreement and the interpretation thereof shall be exclusively subject to the laws of the Federal Republic of Germany.
- 10.2. 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.
- 10.3. 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 possible to the commercially desired purpose originally intended for the ineffective provision; the same shall apply in the case of a gap.
- 10.4. 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.
- 10.5. 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.
- 10.6. This agreement does not require a specific form (e.g. recording by a notary).

**Steinberg**

**- Licensee -**

By: .....  
Title: .....

By: .....  
Title: .....

Printed Signature. ....

Printed Signature. ....

Date executed .....

Date executed .....

**-Licensee - Technical Contact**

Name: -----

Address: -----

Phone: -----

Fax: -----

Email: -----