

Steinberg VST 3 Plug-In SDK Licensing Agreement Version 2.1 (Version 3.7 – 30.03.2021)

between

Steinberg Media Technologies GmbH
Represented by Mr. Andreas Stelling, MD
Beim Strohhause 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 VST 3 Plug-In Software Development Kit version 3.7 respectively any preview version of this Kit, comprising of documentation, example code, and several Plug-In 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
 - a) how to develop a product, and
 - b) how to extend an application so that it can host VST 3 Plug-Ins, that are developed under the VST 3 Plug-In Specification, either by Steinberg or any Third Parties.
5. Currently the **Licensed Software Developer Kit** is running on the following computer platforms:
 - a) Apple Mac Computers under the macOS 10.12, 10.13, 10.14, 10.15 (32-bit and 64-bit) and macOS 11 (64-bit),
 - b) Windows 10 (32-bit and 64-bit),
 - c) Linux (Beta).
6. This Agreement neither applies to the development nor the hosting of VST2 Plug-Ins.

§ 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** solely:
 - a) for the development of Plug-Ins/Application and/or for the development of an application that can host VST 3 Plug-Ins (herein VST 3 product),
 - b) 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. In case the Licensee receives a preliminary version of the **Licensed Software Developer Kit**, the Licensee is not allowed to publish any product to the public using a preliminary Software Developer Kit. The Licensee is only allowed to publish products to the public based on a **Licensed Software Developer Kit** which is not declared as a preliminary 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 re-working this specification (VST API, API calling sequences, bundle definition per platform, preset format, etc.) or reverse-engineering any products based upon this specification.
4. In case the **Licensed Software Developer Kit** is modified (e.g. functional extension, porting to another programming language, porting to an operating system not supported by Steinberg at the time of this license Agreement), it shall not be published, sold or distributed without written Agreement of Steinberg. To obtain permission for publication, sale or distribution of such modification, the change must be explicitly requested for approval from Steinberg including an explanation of the business model. This may have the consequence that a separate license Agreement must be signed.
5. In case the **Licensed Software Developer Kit** is modified as described in § 2(4), it shall not be used in any other description than “(Licensees company name) extension to the Steinberg VST 3.7 SDK”. Any other naming containing the VST brand is subject to written permission of Steinberg.
6. The Licensee recognizes the value of the goodwill associated with the mark VST 3 Plug-In Technology and acknowledges that such goodwill exclusively belongs to the benefit of Steinberg and belongs to Steinberg.
7. 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 in writing to be bound by this VST 3 Plug-Ins SDK Licensing Agreement. Licensee warrants that the third party completely complies with all provisions of this VST 3 Plug-In 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 VST 3 Plug-In 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 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 ‘Steinberg VST 3 Plug-In SDK Licensing Agreement’ signed by the third party to Steinberg, either by mail, or by fax.

§ 3 COPYRIGHTS NOTICE, USE OF TRADEMARKS

If the Licensee is publishing or distribute a product or code 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:

- a) In case that the Licensee is publishing or distributing a 'boxed product', the Licensee shall display in a visible manner the VST compatible Logo and Steinberg's copyright notice on the packages. Steinberg's copyrights notice: "VST is a registered trademark of Steinberg Media Technologies GmbH".

In case that the product is published without a physical packages (e.g. download), the Licensee shall display the VST compatible Logo and Steinberg's copyrights notice on the Licensee's website in the context of the product. Steinberg's copyrights notice: "VST is a registered trademark of Steinberg Media Technologies GmbH".

In any other case the Licensee shall display the VST compatible Logo and Steinberg's copyrights notice on the Licensee's website in the context of the product. Steinberg's copyrights notice: "VST is a registered trademark of Steinberg Media Technologies GmbH".

- b) The VST compatible Logo artwork and usage guidelines are part of the **Licensed Software Developer Kit** and are supplied by Steinberg in digital format, Steinberg may at any time amend said artwork and usage guidelines.

The Licensee will comply with the usage guidelines for the use of VST, VST Logo and VST compatible Logo as supplied by Steinberg. Licensee will comply with any new version of the VST compatible Logo artwork and usage guidelines within 30 days upon notification, physical products and packages already produced do not have to be updated to the new version for one year after said notification.

- c) The Licensee shall include the VST compatible Logo and Steinberg's copyrights notice in
- all documentation, regardless of the media used, such as PDF manuals, website, printed manuals, etc. and
 - all advertising materials
 - In the 'about box' or an alternative place (e.g. help menu, startup screen) of the product.
- d) The Licensee warrants that it will not use Steinberg's VST trademarks (meaning any Steinberg trademarks containing "VST") and/or "VST" with or without additions like in "VSTi" on promotional merchandise, with the exception of demo versions of any of his product.
- e) The Licensee warrants that it will not use Steinberg's VST trademarks, "VST", VST Plug-In or VST 3 Plug-In Technology on or in connection with products obscene, pornographic, excessively violent or otherwise in poor taste.
- f) The Licensee is allowed to add to any product name of products that are compatible with Steinberg's VST technology or making use of **Licensed Software Developer Kit** "for VST", "compatible with VST" or similar in any language as long VST is set in regular type and not graphically illustrated or integrated and Steinberg's copyrights notice "VST is a trademark of Steinberg Media Technologies GmbH" and the VST compatible Logo is shown in direct context to such product name.
- g) Licensee warrants not to use "VST", with or without additions like in "VSTi", 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.
- h) 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 VST trademarks to the Licensee.

§ 4 FEES AND ROYALTIES

This license is non-royalty bearing and the Licensee shall not obligate to pay to Steinberg any fees or royalties with respect to the VST 3 Plug-In Interface technology or use of the trademarks as set out in §3.

§ 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 VST 3 Plug-In 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 VST 3 Plug-In 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 VST 3 Plug-In Interface Technology.
2. In no event shall Steinberg be liable for incidental, indirect or consequential damages arising from the use, or distribution of the VST 3 Plug-In 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 VST 3 Plug-In 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 VST, the VST 3 Plug-In 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 24 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 publishes a new version of VST Software Developer Kit subject to a separate licensing Agreement.
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.
5. The right to extraordinary termination for good cause shall remain unaffected.
6. For the validity of the termination, it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee.
7. Any and all prior VST 2 and/or VST 3 Plug-In SDK Agreements between Steinberg and the Licensee shall be automatically terminated by signing this Agreement.

§ 10 FINAL PROVISIONS

1. 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.
2. If any 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 of a contractual gap.
3. This Agreement and the interpretation thereof shall be exclusively subject to the laws of the Federal Republic of Germany excluding the EU conflict of laws (Rome I) and 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.
4. 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: