

# Steinberg ASIO SDK Licensing Agreement Version 2.0.3

(Version 2.3.3 - 02.02.2019)

between

Steinberg Media Technologies GmbH Represented by Mr. Clyde Sendke, 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 Steinberg ASIO SDK Licensing Agreement 2.0.2 ("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

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  - 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,
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- 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:	Clyde Sendke	
Title:	Managing Director	
Date executed:		
Printed Signature		
Fax:	+49 40 21035 300	
Email:	reception@steinberg.de	
Licensee		
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