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## **QuickTime Logo License Agreement for Darwin Streaming Server Modifications**

Apple is pleased to provide you with the right to use its QuickTime logo (the Logo) in your Darwin Streaming Server Modifications, provided you agree as follows:

1. The term "Modifications" shall have the meaning as defined in the Apple Public Source License, version 1.2 ([www.opensource.apple.com/apsl/](http://www.opensource.apple.com/apsl/) under which the Darwin Streaming Server software has been released by Apple), which definition is hereby incorporated into this license by reference.
2. The Logo image file may not be modified in any way.
3. The Logo is used only in connection with a Darwin Streaming Server Modification created by or for you. The Logo may be displayed on the web-based streaming server control interface for the Darwin Streaming Server software or a combination of the Darwin Streaming Server and your Darwin Streaming Server Modification, but may not be used in any other way, including but not limited to on any printed materials.
4. The Logo is a trademark owned solely and exclusively by Apple, and you acknowledge the value of the goodwill associated with the Logo and that any goodwill from your use of the Logo exclusively inures to the benefit of and belongs to Apple. You have no rights of any kind in the Logo, except to the extent granted by this license. You agree that this license does not grant to you any rights with respect to any other Apple trademarks. You will not do anything inconsistent with Apple's ownership of the Logo, such as filing any trademark application for an identical or similar mark anywhere in the world, now or in the future or challenging Apple's rights in the Logo. You will not modify the Logo or use similar Logos either during the term of the license or after the license is terminated. You will not use the Logo in any manner that suggests Apple's endorsement, sponsorship or recommendation of your product, or otherwise creates a false association with Apple at any time.
5. Apple makes no warranties, express or implied that the Logo does not infringe upon any third party rights. You acknowledge that your use of the Logo is at your sole risk.
6. You may redistribute the Logo only as part of a Darwin Streaming Server Modification created by or for you. If you distribute a Darwin Streaming Server Modification containing the Logo, you agree to provide Apple (at the address below) with a specimen of your product or distribution within 2 months of its initial distribution, and from time to time as requested by Apple so Apple can review your usage of the Logo. If you otherwise publicly display or use the Logo in connection with your Darwin Streaming Server Modification (e.g. on a web site that utilizes the Darwin Streaming Server Modification), you agree to provide Apple (at the address below) with the URL, or alternatively a printed sample showing your use of the Logo, within 2 months of its initial

use, and from time to time as requested by Apple so Apple can review your usage of the Logo. You must also include an attribution of Apple's ownership of the Logo within the credit notice section of any distributed Darwin Streaming Server Modification, documentation, and other product communication, as follows: "QuickTime and the QuickTime logo are trademarks of Apple Computer, Inc., registered in the U.S. and other countries."

7. This license is revocable at will by Apple. Also, Apple may, at any time, replace the Logo with a new logo that you must use in any Darwin Streaming Server Modification in place of the Logo. All use of the new logo shall be governed by this agreement, and the new logo will be considered to be the Apple QuickTime logo. If Apple revokes your right to use the Logo or notifies you that the Logo is being replaced by a new logo you will have six (6) months from the date of the revocation to deplete existing inventory of your Modification that contains the Logo, provided it is in compliance with the terms of this license, but you may not produce any additional Modifications containing the Logo.

8. You will defend, indemnify and hold harmless Apple against losses, liability, damage, cost and/or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Apple because of your use of the Logo in any manner except as expressly permitted by this license, or for any personal injury, product liability or other claim arising from the manufacture, promotion, distribution, sale and/or offer for sale, and/or the performance of your Darwin Streaming Server Modifications.

9. This license shall be governed by and construed in accordance with the laws of the United States and the State of California. If any provision of this license is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this license will remain in full force and effect. This license constitutes the entire agreement between you and Apple concerning the Logo. Any waiver or amendment of any part of this is effective only if in writing and signed by an authorized representative of both you and Apple. Any proposals for additional or different terms are hereby rejected. In the event of any conflict between the terms of this license and any other agreement relating to use of the Logo, the terms of this license will prevail.

10. Aside from what's stated here, Apple grants you no other rights in the Logo, and any use other than that contemplated by this license is a violation of law.

If you agree to the terms of this license, please complete, sign and return one signed copy in its entirety to the address below. **(Faxes and emails will not be accepted.)**

I have read and agree to the terms of the QuickTime Logo License Agreement for Darwin Streaming Server Modifications.

Name (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Company  
Name: \_\_\_\_\_

Company  
Address: \_\_\_\_\_

City/State/Country: \_\_\_\_\_

Email  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

Return one (1) signed original to:

Apple Computer, Inc.  
Software Licensing Dept.  
2420 Ridgepoint Drive  
MS 198SWL  
Austin, Texas 78754  
U.S.A.