

Apple's Works With .Mac Logo License Agreement

This Works with .Mac Logo License Agreement ("Agreement") is entered into by and between Apple Computer, Inc. at 1 Infinite Loop, Cupertino, California 95014, U.S.A. ("Apple") and the company listed below ("Licensee") and is effective as of the date signed by Licensee ("Effective Date") subject to approval by Apple.

Licensee Information (Please print clearly)

Licensee Company Name: _____

Individual Apple should contact regarding this Agreement: _____

Licensee Address: _____

City/State/Country: _____

E-mail Address: _____

Phone Number: _____

Fax Number: _____

Product/Service Name (include version numbers): _____

Product/Service Description: _____

Licensee's Site Address: _____

(provide name and address of Licensee's page/URL on the World Wide Web, if applicable)

1. Upon acceptance of this Agreement, Apple grants Licensee a limited, non-exclusive, non-transferable, royalty-free license to use Apple's "Works with .Mac" graphic design ("Logo"), attached as Exhibit A, only in connection with the sale, promotion and advertising of Licensee's product or service ("Application").
2. Licensee has embedded the DotMac Software Development Kit (SDK) in its Application and has complied with the license agreement and instructions in the SDK.
3. Licensee's use of the Logo will be in strict compliance with the The Works With .Mac Logo Usage Guidelines, found at: <http://developer.apple.com/softwarelicensing/agreements/dotmac.html>, which may be

amended from time to time, and the Guidelines for Using Apple Trademarks and Copyrights, found at: <http://www.apple.com/legal/guidelinesfor3rdparties.html> which may also be amended from time to time.

4. Each new significant version of each Application that uses the Logo must be separately licensed to use the Logo.
5. Nothing in this Agreement shall give Licensee any right, title or interest in and to the Logo. Licensee acknowledges and agrees that Apple is the exclusive owner of all rights, title, and interest in and to the Logo, and all associated goodwill therein. Licensee's use of the Logo shall exclusively inure to the benefit of Apple. Licensee shall not act in any manner that would or might conflict with or compromise Apple's ownership of the Logo, or similarly affect the value or the goodwill pertaining to the Logo.
6. Apple may list Licensee's company name, Application, telephone number and web address, as provided by Licensee above, in an index of licensed products or services that work with .Mac.
7. Apple has no obligation to provide any type of support for Licensee's Application.
8. Upon Apple's request, Licensee will provide Apple, at no cost and with no obligation to return, suitable specimens of its use of the Logo to verify Licensee's compliance with this Agreement. If Apple determines in its reasonable discretion that Licensee's Application does not meet the requirements of this Agreement, then Licensee shall cease using the Logo in connection with the Application until it is brought into compliance with the requirements of this Agreement.
9. This Agreement is valid for one (1) year from the effective date of execution, unless otherwise terminated as per the provisions below. In order to renew this Agreement for an additional year, Licensee must submit a written request within thirty (30) days prior to the Agreement's expiration. This Agreement is revocable at will by Apple at Apple's sole discretion
10. Upon revocation or termination pursuant to Section 9, Licensee will promptly stop using the Logo, however, Licensee may deplete existing inventory of the Application and related marketing materials containing the Logo for a period not to exceed one hundred and twenty (120) days, provided such usage is in compliance with the terms of this Agreement, except in the event the Logo is subject of a claim of infringement.
11. This Agreement shall automatically terminate upon: 1) Licensee's breach of any of the terms of this Agreement; or 2) any action taken by Licensee that is inconsistent with Apple's sole legal and beneficial ownership of any of Apple's trademarks. Upon termination or expiration hereunder, Licensee must immediately cease use of the Logo.

12. THE LOGO IS PROVIDED TO LICENSEE ON AN “AS IS” BASIS. APPLE DISCLAIMS ALL WARRANTIES REGARDING THE LOGO, INCLUDING WARRANTIES AGAINST INFRINGEMENTS OF THIRD PARTY RIGHTS AND ANY WARRANTIES THAT MAY BE IMPLIED BY LAW. APPLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE’S USE OF THE LOGO, OR TERMINATION OF THIS AGREEMENT.
13. Licensee shall indemnify, defend, and hold harmless Apple from: 1) any loss, liability or expense because of Licensee’s use of the Logo except as permitted by this Agreement; and 2) 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 Licensee’s Application.
14. Apple reserves all rights to control, commence, prosecute or defend any action or claim concerning the Logo.
15. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the Licensee’s physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform Apple in writing of any change in Licensee’s physical or electronic address. Communications to Apple will be sent to:
- Apple Computer, Inc.
Software Licensing Dept
12545 Riata Vista Circle
MS 198-3SWL
Austin, TX 78727
16. This Agreement will be governed by California, except for that body of law pertaining to conflicts of law, and any proceedings arising out of this Agreement shall take place in the United States District Court for the Northern District of California or the California Superior Court for the County of Santa Clara. If any provision of this Agreement is held by a competent jurisdiction to be contrary to law, all remaining provisions of this Agreement will remain in full force and effect.
17. The terms of this Agreement are the entire and final understanding between Licensee and Apple concerning the Logo, and any modification must be in a signed writing referencing this Agreement.

As an authorized representative of Licensee, I have read and agree to the terms of the Works With .Mac Logo License and will complete, sign and submit one originally signed copy in its entirety via post to the address provided in Section 15.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Exhibit A

