

## Apple's Works With iPhoto 5 Trademark License Agreement

This Works with iPhoto 5 Trademark 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 Company

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

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

E-mail Address: \_\_\_\_\_

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

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

Web Address: \_\_\_\_\_

Product Name: \_\_\_\_\_

Product Description: \_\_\_\_\_

Model Number: \_\_\_\_\_

Version: \_\_\_\_\_

Phone Number for

End User Technical Support: \_\_\_\_\_

1. Upon acceptance of this Agreement, Apple grants Licensee a limited, non-exclusive, non-transferable, royalty-free license to use Apple's "Works with iPhoto" graphic design ("Logo") on and in connection with the sale, promotion and advertising of Licensee's product identified in Section 2 below ("Product"), SUBJECT TO the following terms:

Licensee's use of the Logo will be in strict compliance with all of the following:

- (a) The terms of this Agreement;
- (b) Guidelines for Using Apple Trademarks and Copyrights, found at:  
<http://www.apple.com/legal/guidelinesfor3rdparties.html>;

- (c) The Works With iPhoto Logo Usage Guidelines, found at <http://developer.apple.com/mkt/maclogo.html>
  - (d) The Camera Qualification Guidelines for iPhoto 5, attached hereto as Exhibit A;
  - (e) Licensee shall submit an accurate and completed copy of the Qualifying Criteria test matrix with a signed copy of this Agreement; and
  - (f) Licensee shall provide “Mac-friendly” end user technical support for its Product.
2. Each version of each Product that uses the Logo must be separately licensed to use the Logo.
  3. 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.
  4. Apple may list Licensee’s company name, Product, end user technical support telephone number and web address, as provided by Licensee above, in an index of licensed products.
  5. Upon Apple’s request, Licensee will provide Apple, at no cost and with no obligation to return, a Product unit to be used by Apple for purposes of determining Licensee’s compliance with this Agreement. If Apple determines in its reasonable discretion that Licensee’s Product does not meet the requirements of this Agreement, then Licensee shall cease using the Logo in connection with the Product until it is brought into compliance with the requirements of this Agreement.
  6. This Agreement shall terminate upon the commercial release of a new version of iPhoto, unless terminated earlier. Apple may revoke this Agreement at any time.
  7. Upon revocation or termination pursuant to Section 6, Licensee will promptly stop using the Logo, however, Licensee may deplete existing inventory of the Product 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 license.
  8. 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.
  9. 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.

10. 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 Product.
11. Apple reserves all rights to control, commence, prosecute or defend any action or claim concerning the Logo.
12. 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.  
2420 Ridgpoint Drive  
MS 198SWL  
Austin, TX 78754  
sw.license@apple.com

13. This Agreement will be governed by California, and controlling U.S. federal 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.
14. 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 iPhoto 5 Trademark License and will complete, sign and submit one originally signed copy in its entirety via post to the address provided in Section 12.

Signature: \_\_\_\_\_

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

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

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