

Apple's Bonjour Logo License Agreement

This Bonjour Logo License Agreement ("Agreement") is entered into by and between Apple 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 confirmed receipt by Apple of a signed copy of this Agreement.

Licensee Information

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: _____

Version number: _____

Product Description: _____

Phone Number for End User Technical Support: _____

CHECK ONE:

_____ My product uses the Bonjour libraries on Mac OS X.

_____ My product does not use the Bonjour libraries on Mac OS X and I am submitting a true, accurate, unaltered, and complete copy the Bonjour Conformance Test results matrix herein as required by this paragraph 4 of this Agreement.

1. Apple grants Licensee, during the term of this Agreement, a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use Apple's "Bonjour" graphic design ("Logo") on and in connection with the sale, promotion and advertising of Licensee's product identified above ("Product"), provided that Licensee complies 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 Bonjour Logo Usage Guidelines, found at
http://developer.apple.com/softwarelicensing/agreements/pdf/bonjour_guideline_030905.pdf;
2. Each version of the Product and every new version of the Product must be separately licensed to use the Logo. Licensee warrants that the Product makes proper use of Apple's Bonjour APIs. Licensee also warrants that the Product has been tested and that it operates without substantial error.
 3. If designed for use with Mac OS X, the Product must also be licensed to use the Mac logo (details of which can be obtained at <http://developer.apple.com/maclogo.html>).
 4. If using the open source version of Bonjour in your Product (see <http://developer.apple.com/opensource/internet/bonjour.html>), the Product and any new version of the Product must conform to the most current Bonjour Conformance Test and must have Bonjour on by default.
 - a. The Bonjour Conformance Test is found at
<http://developer.apple.com/softwarelicensing/agreements/bonjour.html>.
 - b. Licensee shall submit a true, accurate, unaltered, and complete copy of the Bonjour Conformance Test results matrix indicating successful passage by the Product with a signed copy of this Agreement. Upon the release of a new version of the Product, Licensee shall submit a true, accurate, unaltered, and complete copy of the most current version of the Bonjour Conformance Test results matrix indicating successful passage by the new version of the Product to Apple at the address listed in section 13 of this Agreement.
 - c. Licensee shall have a period of sixty (60) days from Apple's receipt of the test matrix to release the Product or the new version of the Product. If Licensee fails to release the Product or the new version of the Product within this sixty (60) day period, Licensee must resubmit the test matrix indicating successful passage of the Product or new version of the Product using the most current version of the Bonjour Conformance Test results matrix.
 - d. This Agreement is effective subject to the confirmed receipt by Apple of true, accurate, unaltered, and complete copies of the Bonjour Conformance Test results matrix indicating successful passage by the Product and this Agreement.
 5. The term of this Agreement shall be equal to the period of time during which Licensee sells the Product, or five years, whichever is shorter.
 6. Nothing in this Agreement shall give Licensee any right, title or interest in or to the Logo. Licensee agrees and acknowledges that this license does not grant any rights with respect to any other Apple trademarks, including the Bonjour word mark. Licensee acknowledges and agrees that Apple is the exclusive owner of all rights, title, and interest in and to the Logo and the Bonjour word mark, and all associated

goodwill therein. Licensee's use of the Logo shall inure exclusively 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, such as applying to register any identical or similar trademark anywhere in the world.

7. 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.
8. Upon Apple's request, Licensee will provide to 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 immediately shall cease using the Logo in connection with the Product until the Product is brought into compliance with the requirements of this Agreement. Licensee also agrees to provide Apple with a photo or screenshot of the Product showing Licensee's use of the Logo in connection with the Product.
9. The License 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 of the License due to such breach or action by Licensee, Licensee must immediately cease use of the Logo. Apple may, in its sole discretion, terminate the License in the event of threat or lawsuit in connection with the Logo, in which case Licensee must use commercially reasonable efforts to cease use of the Logo as soon as possible but no later than three months after notification by Apple. Apple also may in its sole discretion terminate the License or replace the Logo at will upon six month's notice.
10. 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 IN ANY EVENT FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE'S USE OF THE LOGO, OR TERMINATION OF THIS AGREEMENT.
11. Licensee shall indemnify, defend, and hold harmless Apple from: 1) any loss, liability, damage, cost, 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.
12. Apple reserves all rights to control, commence or not commence, prosecute or defend

any action or claim concerning the Logo.

13. 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 Inc.
Software Licensing Dept.
12545 Riata Vista Circle
MS 198 3-SWL
Austin, TX 78727, U.S.A.
sw.license@apple.com

14. 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.
15. 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 Bonjour Logo License Agreement and will complete, sign, and submit one originally signed copy in its entirety via post to the address provided in Section 13 along with a true, accurate, unaltered, and complete copy of the Bonjour Conformance Test results matrix if required herein.

Signature: _____

Name (Print): _____

Title: _____

Date: _____