

Apple's Works With iPhoto '08 Trademark License Agreement

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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: camera software other (explain): _____

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 above ("Product"), SUBJECT TO the following terms:

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- (c) The Works With iPhoto Logo Usage Guidelines, found at

http://developer.apple.com/softwarelicensing/agreements/pdf/works_iphoto_gdeln.pdf; and
(d) Licensee shall provide “Mac-friendly” end user technical support for its Product.

2. If Product is a camera: Licensee represents that the Product has been tested with iPhoto '08 and that the photo import function of iPhoto '08 works with the Product flawlessly and requires no additional product to do so. Licensee also represents that the Product has been tested with CameraCheck (available under Image Capture SDK for Mac OS X v10.4 [compatible with v10.5] at <http://developer.apple.com/sdk/>) and has passed.
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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 198-3SWL
Austin, TX 78729
sw.license@apple.com
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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 Works With iPhoto '08 Trademark License and will complete, sign and submit one originally signed copy in its entirety via post to the address provided in Section 13.

Signature: _____

Name(Print): _____

Company: _____

Title: _____

Date: _____