

Steinberg VST 2 Plug-Ins SDK Licensing Agreement

(Version "2.4- January 2006")

between

Steinberg Media Technologies GmbH Represented by Mr. Andreas Stelling, MD Beim Strohhause 31 20097 Hamburg Germany

and	- hereinafter "Steinberg" –
Company:	
Represented by:	
Address:	
City, zip code:	
Country:	

§ 1 OBJECT OF THE AGREEMENT

- The object of this agreement consists of the Steinberg VST 2 Plug-In Software
 Development Kit <u>version 2.4</u>, comprising of documentation, example code, and
 several VST 2 Plug-In examples. These are described hereinafter as the "Licensed
 Software Developer Kit".
- 2. Steinberg is the holder of all copyrights, rights of ownership, and other rights concerning the Licensed Software Developer Kit.
- 3. The **Licensed Software Developer Kit** contains information about
 - how to develop a VST 2 Plug-In, and
 - how to extend an application so that it can host VST 2 Plug-Ins, that are developed under the VST 2 Plug-In Specification, either by Steinberg or any Third-Parties.

Currently the following computer platforms are supported:

- Apple Macintosh Computers under the Mac OS9.x and Mac OS10.x.
- Windows 95/98/2000/XP, Windows 7, Windows 8 and Windows 10 (32 and 64bit)
- 4. This agreement neither applies to the development nor the hosting of VST 3 Plug-Ins.

§ 2 GRANTING OF RIGHTS

- 1. Steinberg hereby grants to the Licensee a non-exclusive, worldwide, nontransferable license during the term of this agreement to use the VST 2 Plug-In Interface Technology solely:
 - (i) for the development of VST 2 Plug-Ins and/or for the development of an application that can host VST 2 Plug-Ins,
 - (ii) to publish a product under his own name that is using parts or all of the Licensed Software Developer Kit.
- 2. The Licensee has no permission to sell, licence, give-away and/or distribute the VST 2 Plug-In Interface technology or parts of it in anyway, on any medium, including the Internet, to any other person, including sub-licensors of the Licensee or companies where the Licensee has any involvement. This includes re-working this specification, or reverse-engineering any products based upon this specification.
- 3. The Licensee recognises the value of the goodwill associated with the mark VST 2 Plug-In Technology and acknowledges that such goodwill exclusively belongs to the benefit of Steinberg and belongs to Steinberg. The Licensee warrants that it will not use the mark VST 2 Plug-In Technology on promotional merchandise, with the exception of demo versions of any of his product making use of this SDK. The Licensee warrants that it will not use the mark VST 2 Plug-In Technology on, or in connection with products obscene, pornographic, excessively violent, or otherwise in poor taste.
- 4. If the Licensee is developing a product, that is using parts or all of the Licensed Software Developer Kit, and this product is not published under his own name but will be published by another company, the Licensee is under the obligation to inform the publisher of the resulting product, that he too must be a party to this Licensing Agreement. The publisher has to completely agree with the VST 2 Plug-In SDK Licensing Agreement. If the publisher is not in agreement with these conditions, the publisher is not allowed to distribute this product which is using parts or all of the Licensed Software Developer Kit.
- 5. If the Licensee is planning to publish a product, that is using parts or all of the Licensed Software Developer Kit, the Licensee is under the obligation to inform Steinberg about it by sending the signed 'Steinberg VST 2 Plug-Ins SDK Licensing Agreement' to Steinberg, either by mail, or by fax.

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- c) In the 'about box' of the product in one of the following formats:
 - VST Plug-In Technology by Steinberg,
 - VST Plug-In Interface Technology by Steinberg Media Technologies GmbH.

§ 4 FEES AND ROYALTIES

The Licensee shall not obligated to pay to Steinberg any fees or royalties with respect to the VST 2 Plug-In Interface technology.

§ 5 LIABILITY FOR CONSEQUENTIAL DAMAGES

Steinberg will not be liable for any consequential, special, incidental, direct or indirect damages of any kind, including the loss of data, damage of data-storage-devices, or any loss or damage to other programs being used, arising out of the use of the Licensed Software Developer Kit or any software developed by the Licensee, including any future up-dates.

§ 6 PRODUCT WARRANTY

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infringement claim of which the Licensee becomes aware.

RELATIONSHIP BETWEEN THE TWO PARTIES ξ 8

Nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, principal, agent or whatsoever. The Licensee shall not be entitled to represent Steinberg or to make statements on its behalf.

ξ9 **TERM OF THE AGREEMENT**

- 1. The Agreement shall run for an unlimited period.
- 2. If the Licensee is in breach of any of its obligations set out in this agreement, Steinberg shall be entitled to terminate this agreement immediately in writing and inform the Licensee verbally about it. In such a case, this license and all the rights granted to the Licensee herein shall immediately cease.

§ 10 FINAL PROVISIONS

- This agreement and the interpretation thereof shall be exclusively subject to the laws 1. of the Federal Republic of Germany.
- 2. The Licensee declares himself to be in agreement with the use of any personal data obtained through this licensing relationship by Steinberg for its own company purposes, and for the purposes of its Company Group, within the meaning of the relevant Data Protection laws.
- 3. If any one stipulation of this License contract should be or become invalid, completely or in part, this shall not affect the validity of the remaining stipulations. The parties undertake instead to replace the invalid stipulations with a valid regulation which comes as closely as possible to the purpose originally intended.
- 4. Amendments, supplements and notices of termination of this agreement must be made in writing. The rescission of this agreement or an alteration to the requirement of the written form must also be made in writing. Subsidiary agreements have not been concluded.
- 5. Place of jurisdiction for all disputes is Hamburg. In addition, each party can bring an action against the other party at the general place of jurisdiction of the other party.
- 6. This agreement does not require a specific form (e.g. recording by a notary).

- STEINBERG MEDIA TECHNOLOGIES GmbH -

By:	
Title	
Date executed	
Printed Signature	
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Date executed	
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