

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 Strohhaus 31
20097 Hamburg
Germany

- hereinafter "Steinberg" -

and

Company: -----

Represented by: -----

Address: -----

City, zip code: -----

Country: -----

- hereinafter "Licensee" -

§ 1 OBJECT OF THE AGREEMENT

1. The object of this agreement consists of the Steinberg VST 2 Plug-In Software Development Kit **version 2.4**, 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.
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b) The VST Logo has to appear on packages and promotional material.

The VST Logo artwork and usage guidelines are part of the **"Licensed Software Developer Kit"** and are supplied by Steinberg in digital format.

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.

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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

1. This agreement and the interpretation thereof shall be exclusively subject to the laws 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 -----

By: -----

Title -----

Date executed -----

Printed Signature -----

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Email: reception@steinberg.de

- Licensee-

By: -----

Title -----

Date executed -----

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-Licensee- Technical Contact

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