

BONJOUR FOR WINDOWS BUNDLING AGREEMENT – CORE EDITION
(Bundling with Software and/or Hardware Products)

APPLE COMPUTER, INC.

Software Licensing Department
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E-Mail Address:
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Individual to Contact: _____

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Agreement

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7.1 This Agreement begins on the Effective Date and will continue until terminated pursuant to this Section 7.

7.2 Apple may immediately terminate this Agreement if Licensee fails to cure its breach of this Agreement within thirty (30) days of notice by Apple. This Agreement will automatically terminate if Licensee becomes insolvent, has a receiver appointed, or if Licensee makes an assignment for the benefit of creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.

- 7.3 Either party may terminate this Agreement upon thirty (30) days' notice, with or without cause.
- 7.4 Apple may terminate this Agreement immediately upon notice in the event that a third party files a lawsuit or other legal proceeding arising in whole or in part out of Licensee's distribution of the Apple Software or in the event that Licensee breaches Sections 2(a), (b), (c), (d) or (h).
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11. Notices

Any notice required under this Agreement will be deemed given: (a) when delivered personally; (b) by facsimile; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (d) via electronic mail; or (e) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' 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.

12. General.

- 12.1 Publicity. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without Apple's prior consent.
- 12.2 No Waiver. Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.
- 12.3 Relationship of the Parties. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 12.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, and controlling U.S. federal law, (with respect to the Bonjour logo license) as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in the Northern District of California. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.
- 12.5 Assignment. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 12.6 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 12.7 Complete Understanding. This Agreement, including all Exhibits attached,

constitutes the entire Agreement between the parties concerning the use of the Logo and use and distribution of the Apple Software. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

LICENSEE:

APPLE:

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: Administrator

Date: _____

Date: _____
("Effective Date")

EXHIBIT A
Apple Software (Core Edition)

Files:

About Bonjour.rtf
dns-sd.exe
dnssd.dll
mdnsNSP.dll
mDNSResponder.exe

EXHIBIT B
Licensee Product(s)

THIS EXHIBIT MUST BE COMPLETED BY LICENSEE

Please provide the following information separately for each Licensee Product to be covered by this Agreement (attach additional copies of this page if necessary) prior to submission to Apple for signature. In the future, you may request that Licensee Products be added to this license using the Supplement to Exhibit A form available at: <http://developer.apple.com/softwarelicensing/agreements/pdf/sdasupplement.pdf>

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Music-Related or Content-Related Software
 Networking Software
 Game/Entertainment Software
 Database Software
 Education Software - PreK
 Education Software - K12
 Education Software - Higher Education
 Education Software - Adult Education
 Education Software - Medical /Veterinaria
 Content Creation Tool Software (includes: Digital Imaging; Editing,
Authoring, and Desktop Publishing)
 Developer Tools Software
 Other

EXHIBIT C
Additional Bonjour Logo License Terms and Conditions
(incorporated herein by reference)

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- (c) The Bonjour Logo Usage Guidelines, found at

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(d) Release of the Licensee Product within sixty (60) days of Apple's receipt of the Bonjour Qualifying Criteria test matrix.

2. The Licensee Product and any new version of the Licensee Product must conform to the most current version of the Bonjour Qualifying Criteria and Agreement and must have Bonjour on by default. The Bonjour Qualifying Criteria are found at:

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