

## iTUNES 8 AND QUICKTIME 7 SITE LICENSE AGREEMENT

**Please complete, sign and mail two copies of this agreement to:**

**APPLE INC.**

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12545 Riata Vista Circle  
MS 198-3SWL  
Austin, TX 78727  
E-Mail Address:  
sw.license@apple.com

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Individual to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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- 1.2 "Effective Date" means the date on which Apple executed this Agreement as set forth on the signature page.
- 1.3 "Software" means Apple's dual installer version of iTunes 8 for Windows and QuickTime 7 for Windows, which installs both applications using a single installer.

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**9. 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.

**10. 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.

**11. Publicity**

Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without Apple's prior consent.

**12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of California 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

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**13. Complete Understanding**

This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Software licensed hereunder. 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.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

APPLE:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Administrator

Institution: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
(Effective Date)