

Apple's Mac Logo Trademark License Agreement

This Mac Logo Trademark License Agreement ("Agreement") is entered into by and between Apple Inc. at 1 Infinite Loop, Cupertino, California 95014, USA ("Apple") and the company listed below ("Licensee") and is effective as of the date of confirmed approval by Apple of this Agreement ("Effective Date").

Licensee (Company Name): _____

Individual to Contact: _____

Street Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address (Required): _____

Product (include version numbers): _____

Licensee's Site: _____

(provide name and address of Licensee's page/URL on the World Wide Web, if applicable)

1. Subject to the terms of this Agreement, Apple grants Licensee a limited, non-exclusive, non-transferable, royalty-free, worldwide license to use Apple's Mac trademark and logo ("Mac Logo") only in connection with a product that is compatible with Apple's Mac OS X system software version 10.0 or later as verified by Apple by operating without error in Apple's Mac OS X application environment (version 10.0 or later) with no dependence on the Mac Classic environment ("Product").
2. Licensee's use of the Mac Logo will be in strict compliance with the Mac Logo Usage Guidelines, found at:
http://developer.apple.com/softwarelicensing/agreements/pdf/mac_logo_gdlns.pdf
which may be amended from time to time.
3. Each version of each Product that uses the Mac Logo must be separately authorized to use the Mac Logo under this Agreement.
4. Apple can list the name of Licensee as a company (or your name, if an individual) in an index of products that work with Apple's Macintosh computers.
5. Apple has no obligation to provide any type of support for Licensee's Product.
6. So that users may identify the Mac OS application environment(s) in which the Product operates, the following wording shall be included in the Product's "System Requirements" or other section detailing requirements for Product functionality:

For Products that operate on Mac OS 8.1 through 9.x and also operate natively on Mac OS X, the wording used should be:

“Requires Mac OS [insert appropriate version(s)]; built for Mac OS X.”

For Products that only operate natively in Mac OS X, the wording used should be:

“Requires Mac OS X v10.x.”

Products which operate in Mac OS X only in the Classic environment are not eligible for use with the Mac Logo.

7. Upon Apple’s request, Licensee shall supply Apple, at no cost and with no obligation to return, suitable specimens of its use of the Mac Logo to verify Licensee’s compliance with this Agreement.
8. Apple shall remain the exclusive owner of the Mac Logo. Licensee’s use of the Mac Logo shall exclusively inure to the benefit of Apple. Licensee will not do anything to compromise Apple’s rights in and to the the Mac Logo, such as filing any identical or confusingly similar trademark applications anywhere in the world, now or in the future.
9. THE MAC LOGO IS PROVIDED TO LICENSEE ON AN “AS IS” BASIS AND LICENSEE IS SOLELY RESPONSIBLE FOR ITS USE OF THE MAC LOGO. APPLE DISCLAIMS ALL WARRANTIES REGARDING THE MAC LOGO, INCLUDING WARRANTIES OF NON-INFRINGEMENT. APPLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO LICENSEE’S USE OF THE MAC LOGO, OR TERMINATION OF THIS AGREEMENT.
10. Licensee will defend, indemnify and hold harmless Apple against all losses, liability, and/or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, which may be brought or made against Apple because of Licensee’s use of the Mac Logo in any manner except as expressly permitted by this License, or for any personal injury, product liability or other claim arising from the production, promotion, distribution, sale and/or offer for sale, and/or the performance of your Product.
11. This Agreement is valid for one (1) year from the effective date of execution, unless otherwise terminated as per the provisions noted below. In order to renew this Agreement for an additional year, Licensee must submit a written request within thirty(30) days prior to the Agreement’s expiration.
12. This Agreement shall terminate automatically upon Licensee’s breach of any of the terms of this Agreement. This Agreement is revocable at will by Apple at Apple’s sole discretion. However, in the event Apple revokes Licensee’s right to use the Mac Logo, Licensee may, except in the event that the Mac Logo is subject of a claim of infringement, deplete existing inventory, provided it is in compliance with the terms of this Agreement.

13. This Agreement shall be governed by the laws of the State of California without regard to or application of choice of law rules or principles, and controlling U.S. federal law. Any proceedings arising out of this Agreement shall take place in the United States District Court for the Northern District of California or the California Superior Court for the County of Santa Clara. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, all remaining provisions of this license will remain in full force and effect.

14. Licensee shall inform Apple in writing of any change in Licensee's physical or electronic address to the Austin, Texas address at the end of the Agreement.

15. The terms of this Agreement are the entire and final understanding between Licensee and Apple concerning the Mac Logo.

If Licensee agrees to the terms of this Agreement, please complete the product information requested above and return one originally signed copy of this agreement in its entirety by post to the address below (faxes or electronic submissions not accepted). Licensee will then be able to download the Mac Logo from Apple's web site and use it in accordance with the terms of the Guidelines.

As an authorized representative of Licensee, I have read and agree to the terms of the Mac Logo Trademark License Agreement.

Name (Signature): _____

Name (Print): _____

Title: _____

Date: _____

Send signed agreement (all pages) to:

APPLE INC.
Software Licensing Department
12545 Riata Vista Circle
MS 198 3-SWL
Austin, TX 78727