

**Steinberg ASIO SDK Licensing
Agreement**
(Version "2.3.3 – 02.02.2019")

between

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

- hereinafter 'Steinberg' -

and

Represented by: _____
Address: _____
City, zip code: _____
Country: _____

- hereinafter 'Licensee' -

§ 1
OBJECT OF THE AGREEMENT

1. The object of this agreement consists of the Steinberg ASIO (Audio Stream I/O) Software Development Kit version 2.3, respectively any preview version of this Kit, comprising of documentation, example code, and several ASIO examples. These are described hereinafter as the "**Licensed Software Developer Kit**".
2. Any previous Steinberg ASIO SDK Licensing Agreement between Licensee and Steinberg is replaced by this agreement.
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5. The **Licensed Software Developer Kit** contains information about
 - how to develop an ASIO Driver, and

- how to extend an application so that it can host ASIO Drivers, that are developed under the ASIO Specification, either by Steinberg or any Third-Parties.

Currently the Licensed Software Developer Kit is running on the following computer platforms:

- Windows XP, Windows Vista, Windows 7 and Windows 8 (32 and 64bit)

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§ 7

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§ 8

RELATIONSHIP BETWEEN THE TWO PARTIES

1. 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.

§ 9

TERM AND TERMINATION

4. The Agreement shall run for an unlimited period.
5. Steinberg is entitled to terminate this agreement with a 36 months written notice. For the validity of the termination it shall be sufficient that Steinberg sends the termination to the last known email address of the Licensee.

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2. This Agreement is the complete and exclusive understanding between the parties with respect to the subject matter hereof. 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.
3. If any one stipulation of this Agreement should be or become invalid, completely or in part, this shall not affect the validity of the remaining stipulations. The invalid stipulations shall be deemed to be replaced with a valid regulation which comes as closely as commercially desired possible to the purpose originally intended for the ineffective provision; the same shall apply in the case of a contractual gap.

4. Any and all prior ASIO Driver SDK agreements between Steinberg and the Licensee regarding previous ASIO Driver SDK versions shall be automatically terminated by signing this Agreement.
5. This Agreement and the interpretation thereof shall be exclusively subject to the laws of the Federal Republic of Germany excluding, however, its conflicts of law provisions and without the application of the UN Convention on the Sale of Goods (CISG). 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 Managing Director

Date executed

Printed Signature Mr. Andreas Stelling

- Licensee –

.....

Title:

Signature :

Date executed

- Licensee - Technical Contact

Name:

Address:

Phone:

Email: