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Apple Media Tool & QuickTime Licensing/Royalty Q&A (3/95)

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TOPIC -----

The following is a Q&A regarding software distribution and licensing.

DISCUSSION -----

Question: Who needs to sign an Apple Media Kit, QuickTime, and QuickTime for Windows Software Distribution Agreement?

Answer: Any developer or publisher who wishes to license and distribute a multimedia product developed using the Apple Media Kit consisting of the Apple Media Tool and/or the Apple Media Tool Programming Environment needs to sign the Apple Media Kit Software Distribution Agreement.

Question: I want to distribute QuickTime and QuickTime for Windows with my multimedia product. How do I license QuickTime?

Answer: The Apple Media Kit Software Distribution Agreement also includes a license to distribute certain QuickTime and QuickTime for Windows files with your multimedia product. Please refer to the agreement for the specific file listings.

Question: What if I want to distribute an international version of QuickTime or other QuickTime files with my multimedia product?

Answer: International versions of QuickTime and other QuickTime files are available for licensing on a separate Software Distribution Agreement. Please contact the Apple Software Licensing Department for the appropriate agreement. For most multimedia projects, the international versions of QuickTime will not be necessary.

Question: What about the QuickTime logo? Can I use it on my multimedia products?

Answer: As a QuickTime licensee you are required to display the QuickTime logo on your licensed multimedia product. Details concerning this requirement can be

found in paragraph 7 of the Apple Media Kit, QuickTime, and QuickTime for Windows Software Distribution Agreement.

Question: What is the term of the Apple Media Kit, QuickTime, and QuickTime for Windows Software Distribution Agreement?

Answer: The term of this agreement is three years. After the initial three year term, you will be required to sign a new agreement and pay additional licensing fees for the right to continue distributing your multimedia product. You will also be required to pay additional licensing fees if you release a new version of your licensed product.

Question: I develop multimedia titles that I license to a publisher. Do I have to sign the license agreement and pay licensing fees.

Answer: You must sign the Software Distribution Agreement if you plan to distribute your multimedia product and your licensee (publisher) must also sign the Software Distribution Agreement.

Question: What are the licensing fees associated with the Apple Media Kit Software Distribution Agreement?

Answer: The licensing fees depend on the type of distribution of your product. There are four (4) types of distribution defined in the Agreement: Commercial, Non-Commercial, Enterprise, and Education.

Please refer to Section 1 of the Agreement for the definitions of each type of distribution and Exhibit B for the associated licensing fees.

Question: I create and publish multimedia shareware. Do I have to pay a licensing fee?

Answer: Apple considers multimedia shareware distribution as Commercial Distribution. You will be required to pay \$500 for each multimedia product.

Question: I work in an organization that plans to use the products we developed with the Apple Media Kit for internal use only. We do not plan to distribute our products outside our organization. Do I have to pay a licensing fee?

Answer: Apple defines internal use of your product as Enterprise Distribution. You will be required to pay Apple a license fee of \$500 for each multimedia product developed with the Apple Media Kit.

Question: I work for an educational institution. Do we have to pay a licensing fee?

Answer: If your educational institution distributes a product developed with the

Apple Media Kit for internal use only to faculty, administration, and students, you will not be required to pay a licensing fee. If your educational institution distributes a product developed with the Apple Media Kit outside your institution, you will be subject to the Commercial Distribution licensing fees as specified in the Agreement.

Question: I work for a private, non-profit organization. Do we have to pay a licensing fee?

Answer: If you work for a private, non-profit organization as defined in Section 501(c)(3) of the Internal Revenue Code and distribute a product developed with the Apple Media Kit for no charge or for a nominal charge to cover costs and handling, you will not be required to pay a licensing fee. However, if your organization is distributing a product for commercial purposes, you will be subject to the Commercial Distribution licensing fees as specified in the Agreement.

Question: What if I have additional questions about the Apple Media Kit, QuickTime, and QuickTime for Windows Software Distribution Agreement?

Answer: Contact the Apple Software Licensing Department at 408-974-4667.

Article Change History:

- 01 Mar 1995 - Changed title to reflect new product name.
- 07 Jun 1994 - Updated article with new info, and reformatted.
Included QuickTime info.

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