

## **CUSTOMER DATA CERTIFICATION**

The undersigned customer ("Customer") hereby certifies, represents and warrants to THE DERING CORPORATION ("TDC") that Customer owns or has obtained all necessary rights and permissions for use of all data, product, labeling, or other material provided by Customer to TDC for use in the manufacture and/or reproduction of a product onto compact discs ("Customer Material") and that it shall pay or cause to be paid, all royalties or other sums which may become due under any contractual arrangement or under applicable laws in any jurisdiction as it relates to such Customer Material.

Customer hereby agrees to indemnify, defend and hold harmless TDC, its directors, officers, employees and agents from and against any and all losses, claims, liabilities and expenses (including reasonable attorneys fees and other expenses of litigation) with respect to: (a) claims that any patent, copyright, trademark, tradename, service mark, proprietary right or other right of a third party has been infringed by reason of (i) the mastering, duplication, replication, possession, distribution, sale, rental or use of the data supplied by Customer or the compact discs upon which such data is replicated; or (ii) the packaging, labels, trade dress and other materials with which such compact discs are distributed, sold, rented or used; and (b) claims arising from allegations by third parties that Customer has wrongfully disclosed information to TDC.

It is TDC's policy not to participate in or otherwise facilitate the unauthorized possession, replication, distribution, sale, rental or use of data by its customers. Customer understands that TDC cooperates with the various governmental agencies and trade organizations responsible for policing the recording and replication industries and agrees that TDC may provide to such agencies and organizations information regarding Customer and the business conducted by Customer with TDC.

Customer understands that TDC is an original equipment manufacturer operating at Customer's direction. TDC makes every effort to protect intellectual property of both Customer and third parties. Customer understands and has complied with all applicable laws, including but not limited to foreign and domestic copyright laws.

This Customer Data Certification is made by Customer with the intention of being legally bound and in consideration of TDC's agreement to replicate data supplied by Customer onto compact discs. Customer agrees that in the event Customer breaches any of the terms or conditions of this Agreement or any of the certifications made herein by Customer shall have been false when made, TDC shall have no further obligation to Customer for the replication of compact discs or any accompanying or related services.

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**Company**

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**(Authorized Representative)**

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**Name/Title**

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**Signature**

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**Date**

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