

Date: July 2008

## **GENERAL-Declaration**

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### **COPYRIGHT Statement**

#### **Audio-CD, CD-ROM, DVD, any digital media - Content of Digital Files**

THIS AGREEMENT is made between Software Partner GmbH (SWP) and of

Company (as Customer):

Address:

WHERE AS the Customer has entered into contractual arrangements with SWP for the production of the goods specified in orders submitted to SWP and in consideration there of the Customer gives the following warranties and indemnities:

1. That they are the sole owner of the copyright in the material supplied for reproduction, or alternatively that they have been granted the right to reproduce the material described in the schedule (=order) by the copyright owner.
2. That they have not granted an exclusive License or Assignment of the rights in clause 1 here of to any other party and that the material does not infringe the copyright or any other rights of any other party.
3. That the material does not contain anything of an obscene, libellous or illegal nature.
4. That they will keep SWP fully indemnified against all losses and all actions claims proceedings costs and damages and all legal costs or other expenses arising out of any breach of any of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.
5. In the event of third party intervention the Customer agrees to provide SWP with all relevant information, papers and documents that SWP shall reasonably require to enable them to investigate the problem.
6. In the event of SWP being prevented from completing their contract by third party action or if SWP have reasonable grounds for believing that the Customer's copyright or other relevant rights are open to question then SWP may cease production immediately. In that event the Customer agrees to pay all production costs incurred to the date of cessation, and will make no claim against SWP for breach of contract or otherwise.
7. The Customer declares that it has read, understood and accepts SWP's General Terms and Conditions.
8. In case of disputes arising out of this agreement the competent court in the provincial city of Munich shall have exclusive jurisdiction.

9. German law shall apply to this agreement.

Signed by:

Of:.....

on behalf of the Customer:

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