

Sony DADC

Sony DADC Austria AG
Customer Service
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COPYRIGHT STATEMENT

Audio-CD, CD-ROM, PlayStation Disc, DVD, SACD, DualDisc, UMD, BluRay Disc, Content of digital Files, pre-recorded recordable Media*, content related pre-printed recordable Media**

THIS AGREEMENT is made between Sony DADC Austria AG of Sonystrasse 20, A-5081 Anif, Austria (Sony DADC) and of

Company / Customer:
Address:
Name of Copyright Holder:

WHEREAS the Customer has entered into contractual arrangements with Sony DADC for the production of the goods specified in the order submitted to Sony DADC and in consideration thereof the Customer gives the following warranties and indemnities:

1. That they are the sole owner of the copyright in the material supplied for reproduction, copyright of software, music, video, films, pictures, that means all data of supplied media (also for label and artwork) which have been supplied for duplication (reproduction) or distribution (e.g. internet) to Sony DADC or alternatively that they have been granted the right to reproduce the material described in the schedule (=order) by the copyright owner. That is also valid for data, which have been copied from the customer himself to the content-related pre-printed recordable media (e.g. CD-R, DVD-R, ...) purchased from Sony DADC. The customer confirms also that in the case of using a logo the applied data correspond to the logo specification.
2. That they have not granted an exclusive License or Assignment of the rights in clause 1 hereof to any other party and that the material does not infringe the copyright or any other rights of any other party.

*) recorded by Sony DADC Austria AG (e.g.: CD-R, DVD-R, ...)

**) content-related pre-printed recordable media (e.g.: CD-R, DVD-R, ...) printed by Sony DADC Austria AG, which will be furnished with content by the customer

3. That the material does not contain anything of an obscene, libelous or illegal nature.
4. That they will keep Sony DADC 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 Sony DADC with all relevant information, papers and documents that Sony DADC shall reasonably require to enable them to investigate the problem.
6. In the event of Sony DADC being prevented from completing their contract by third party action or if Sony DADC have reasonable grounds for believing that the Customer's copyright or other relevant rights are open to question then Sony DADC 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 Sony DADC for breach of contract or otherwise.
7. The Customer declares that it has read, understood and accepts Sony DADC's General Terms and Conditions.
8. In case of disputes arising out of this agreement the competent court in the provincial city of Salzburg shall have exclusive jurisdiction.
9. Austrian law shall apply to this agreement.

SIGNED by (Customer):	Company Stamp
On behalf of the Customer:	
Date:	

SIGNED by (Sony DADC Austria AG):	Company Stamp
On behalf of Sony DADC Austria AG:	
Date:	