

:::Digital, Export & Large Format Printing
:::CD/DVD Replication & Packaging
:::Corporate Identity & Branding

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This document contains two (2) pages

**Intellectual Property Rights (IPR) Declaration Form - this side
Terms & Conditions of Replication (CD - DVD - Ei Client Agreement) - reverse**

1. Are you the IPR owner for the entire disc contents?

YES
NO*

Letters of Indemnity are not adequate.

LICENSED content requires proof of licensing for replication

OWNED content indicates the individual/organization completing this form is the IPR owner

*If Not IPR owner, list all include non-owned software, freeware, and shareware products. Attach necessary distribution licensing documentation from the IPR owner. Some shareware and freeware products require distribution licensing.

Consult the software vendor for what is necessary.

2. Distribution of Discs :

Within an organization Retail Free to Public Other

3. Countries of Distribution

4. Affirmation

I affirm that all information provided herein is true and that all disc contents indicated as being "licensed" are properly licensed for replication under the terms of the original rights holder(s) with proof of such licensing and/or trademark authorization attached. I affirm that I am that intellectual property rights owner for all contents indicated as being "owned" and approve of replication. I agree to abide by the current version of the Anti-Piracy Compliance Programme procedures and standards of the International Recording Media Association (available at www.recordingmedia.org). The replicator reserves the right to refuse the processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Signed

Print Name

Date

Please turn over and sign our terms & conditions agreement.

TERMS & CONDITIONS - CD - DVD Replication

Materials: The Customer is responsible for disc content and unless hired to do so, Erawan interactive (Ei) does not modify or test disc content. We rigorously respect the privacy and security of Customer's materials, ideas, and artwork, and will make every effort to protect intellectual property of both customers and third parties. We use extreme care when handling customer's source materials, however, we are not liable for any damage to materials. We will store source materials according to our general materials policy (see www.erawanet.com/terms.html). We reserve the right to refuse any order.

Delivery: Ei will do everything possible to make delivery dates, however, delivery dates are estimates and we shall not be liable for any delays in delivery. In no event shall Ei be liable for any of Customer's lost profits or any other special or consequential damages.

Copyright: Customer represents and warrants to Ei that (1) Customer owns and/or has the right and authority to possess, use, and duplicate any and all materials provided for duplication; (2) neither such materials, nor the duplication, reproduction or use of the same in any way is defamatory or violates or infringes any copyright, trademark, patent, other intellectual property right or any other right of any third party or entity and will not cause injury to any third party or entity; and (3) such materials are not vulgar, obscene or invasive of public or private rights and do not give rise to civil liability or otherwise violate any local, provincial, or national laws or regulations.

Ei reserves the right to immediately halt production and/or delivery of any customer product which, in its sole discretion, may appear to infringe the right of any third party. In such cases, all sums due by customer to Ei shall become immediately due and payable. Customer agrees to indemnify, defend and hold harmless Ei, its members, successors and assigns, jointly and severally, from any and all claims, suits, liabilities, losses, damages and expenses (including, but not limited to, reasonable legal fees and expenses) which are related to or arise out of any breach of the representations made by Customer herein, whether during the service and/or manufacturing relationship or at any time thereafter.

Ei reserves the right to participate in the defense of any third party claim which Customer is obligated to indemnify Ei as provided above at the expense of the Customer.

Warranty: Ei will manufacture exact bit for bit copies of the data source provided. Our products are warranted against manufacturing defects in quality and workmanship. Customer must make any claims of non-conformity to Ei in writing with reasonable particularity within ten days following the date of delivery. The Customer's exclusive and sole remedy, and Ei's sole obligation, for breach of such warranty reported during the warranty period shall be, the replacement of nonconforming products. This limited warranty does NOT apply to any product that has been subjected to misuse, negligence or accident. Ei shall make the final determination as to the existence and cause of any alleged defect.

EXCEPT AS EXPRESSLY STATED HEREIN, Ei MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR ANY OTHER MATTER.

The remedies set forth herein are the exclusive remedies available to Customer for losses or damages of any kind. IN NO EVENT SHALL Ei BE LIABLE TO ANY PERSON FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE. No agent, employee or representative of Ei has any authority to bind Ei to any affirmation, representation or warranty except as stated herein.

Conclusion: This agreement is accepted by Ei and (a) is a complete, final, and exclusive statement of the terms of the agreement between the parties, (b) is intended to supersede and replace all prior and coexisting agreements, whether oral or in writing, (c) may be modified or rescinded only by a writing signed by authorized representatives of the parties, and (d) applies to all orders submitted to Ei.

Customer has read, understands, and accepts the terms and conditions of this agreement.

Signature

Printed Name

Date

Company/Job Title