

## Intellectual Property Rights (IPR) Form

To be submitted with every order.

- 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.
- Must be completed by the organization soliciting replication and not a broker or intermediary.

Project Title \_\_\_\_\_

Distribution Within an organization\_\_\_\_ Retail\_\_\_\_ Free to Public\_\_\_\_ Other\_\_\_\_\_

Countries Where Distributed \_\_\_\_\_

Are you the IPR owner for the entire disc contents? \_\_\_ YES \_\_\_ NO\*

Complete the section(s) below describing the content that is applicable to the media you have ordered.  
MP3 of Enhanced Disc content requires completion of both ROM and Audio sections.

### 1. CD-ROM / DVD-ROM Content

**\*If Not IPR owner, list all included 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. CD / DVD Audio Content Check Here if COMPILATION\_\_\_\_

Artist(s) \_\_\_\_\_ Content/Music Type \_\_\_\_\_

An attached list of track title, artist, and IPR owner is REQUIRED. Sampling/mixing of additional recordings not owned (regardless of type, quantity, and length) requires licensing of those original recordings.

**\*If Not IPR owner, proof of replication licensing from IPR owner for licensed tracks is REQUIRED.**

### 3. Video (CD / DVD)Content (if Audio is separately licensed, complete Audio section and provide necessary Audio/Video Synchronization licensing)

**\*If Not IPR owner, proof of replication licensing from IPR owner is REQUIRED.**

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 the 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 and standards. The replicator reserves the right to refuse the Processing of any order not complying with the Anti-Piracy Compliance Program guidelines.

Print Organization Name & Telephone # of Party Soliciting Order \_\_\_\_\_

Signature of Representative from Party Soliciting Order \_\_\_\_\_

Print Name, Title, & Date \_\_\_\_\_

TO: ANTI-PIRACY PROGRAM MANAGER  
Magtek, Inc.  
16309 W. 108<sup>th</sup> Circle  
Lenexa, Kansas 66219

The undersigned customer ("Customer") hereby certifies, represents and warrants to Magtek, Inc. ("MAGTEK") that Customer owns or has all necessary rights and permissions for use of all data, product, labeling, artwork or other material provided by Customer to MAGTEK for use in the manufacture and/or reproduction of a product onto compact discs, digital versatile discs (DVDs) or other digital or analog formats ("Customer Material") and that it shall pay or cause to be paid, all royalties or other sums which may be due or 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 MAGTEK, its directors, officers, employees and agents from and against all losses, claims, liabilities, judgments and expenses (including but not limited to attorney fees, costs and other expenses of litigation) with respect to: (a) claims that any patent, copyright, trademark, trade name, service mark, proprietary right, intellectual property right or other right of a third party has been infringed upon by reason of (1) the mastering, duplication, replication, possession, distribution, sale, rental or use of the data supplied by Customer or the compact discs, DVDs or other media upon which such data is replicated; or (2) the packaging, art work, labels, trade dress and other materials with which such compact discs, DVDs and media are distributed, sold, rented or used; and (b) claims arising from allegations by third parties, that Customer has wrongfully disclosed information to MAGTEK.

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

Customer understands that MAGTEK is a compact disc, DVD and other media duplicator/broker operating at Customer's direction. MAGTEK 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 and intellectual property laws.

This Customer Data Certification is made by Customer with the intention of being legally bound and in consideration of MAGTEK's agreement to replicate data supplied by Customer onto compact discs, DVDs and/or other digital or analog media. 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, MAGTEK shall have no further obligation to Customer for the replication of compact discs, DVD and/or other media or any accompanying or related services.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_