



## Customer Data Certification

The undersigned client, herein known as "Customer", hereby certifies to Raintree 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 Raintree for the use in manufacture and/or reproduction of a product onto compact discs and/or cassettes and that it shall pay or cause to be paid, all royalties or other sums which may become due under any contractual agreement or under applicable laws in any jurisdiction as it relates to such materials.

Customer hereby agrees to indemnify and hold harmless Raintree, its directors, officers, employees and agents from and against any and all losses, claims, liabilities and expenses (including reasonable attorney's 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, replication and/or duplication, possession, distribution, sale, rental or use of the data supplied by Customer or the compact discs and/or cassettes upon which such data is replicated and/or duplicated; or (ii) the packaging, labels, trade dress and other materials with which such compact discs and/or cassettes are distributed, sold, rented or used; and b) claims arising from allegations by third parties that Customer has wrongfully disclosed information to Raintree.

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

This Customer Data Certification is made by customer with intention of being legally bound and in consideration of Raintree's agreement to replicate and/or duplicate data supplied by Customer onto compact discs and/or cassettes. Customer agrees that in the event Customer breaches any of the terms of this Agreement or any of the certifications made herein, or within any accompanying Content Disclosure(s), by Customer shall have been false when made, Raintree shall have no further obligation to Customer for the replication and/or duplication of compact discs and/or cassettes or any accompanying or related services, and any funds paid on deposit for said replication and/or duplication shall be forfeited.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Project ID# (if any): \_\_\_\_\_

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

Customer Company Name: \_\_\_\_\_

Customer Contact Name: \_\_\_\_\_

Street Address (no PO boxes): \_\_\_\_\_

Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Voice Telephone: \_\_\_\_\_

Email: \_\_\_\_\_