

## Warranties, Representations and Indemnification

**Warranties and Representations.** Customer hereby represents and warrants that to the best of its knowledge, the Customer has all necessary right, title, and interest in and to all intellectual property rights embodied in the Customer Product and other material provided hereunder, and all such material is the original work of Customer or validly licensed from third parties and does not infringe upon any trademark, patent, copyright, design, or other proprietary rights of any person or entity.

Customer represents, warrants and covenants that it has full right, power and authority to enter into this Agreement and to grant the rights granted herein without violating any other agreement or commitment of any sort; and that use of the Property as contemplate in this Agreement does not and will not infringe or constitute a misappropriation of any trademark, patent, copyright, trade secret or other proprietary, publicity, or privacy rights of any third party and DiskCopy's reproduction of Product, performed under Customer's direction, shall not violate any rights of any kind or nature of any third party.

**Indemnification and Reimbursement.** Customer shall defend, indemnify, and hold harmless DiskCopy, its successors, assigns, licensees and sublicensees, and the respective officers, directors, agents and employees, from and against any action, suits, claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees arising out of or in any way connected with any breach of any representation or warranty made by Customer herein or any claim that any copy of the Customer Product infringes any intellectual property rights or other rights of any third party. DiskCopy shall give Customer prompt notice of any such claim or any threatened claim. Should Customer fail to promptly defend and indemnify DiskCopy, Customer agrees to reimburse DiskCopy's legal expenses.

If DiskCopy receives notice of any claim, demand or suit, or of any facts which would lead a reasonable person to believe that there has been a breach of Customer's warranties as set forth herein, DiskCopy shall have the right cease their obligations under this Agreement.

Neither Customer nor DiskCopy shall agree to the settlement of any such claim, demand or suit prior to final judgment thereon without the consent of the other party, which consent shall not be unreasonably withheld.

The parties' indemnification obligations set forth in the foregoing paragraphs shall survive termination of this Agreement.

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Corporate Name

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Officer Name (Print)

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Officer Signature

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Date