

# LIMITATION OF LIABILITY AND COPYRIGHT DECLARATION



CD SOLUTIONS, INC.

AND

100 W. MONUMENT

P.O. BOX 536

PLEASANT HILL, OH 45359

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\_\_\_\_\_  
\_\_\_\_\_

(client)

## I. LIMITATION OF LIABILITY

\_\_\_\_\_, hereinafter referred to as "Client", hereby agrees that any claim against CD Solutions, Inc. whether concerning non-delivery of the CD-ROMs, or concerning defects in the CD-ROMs whether or not based on negligence, shall not be greater than the purchase price of CD-ROMs. Client agrees that CD solutions Inc. shall not be liable for any other damages including special, indirect or consequential damages, and the remedies herein provided shall be the sole and inclusive remedies of Client.

Client agrees to be responsible for any loss or damage to Client's master tape or other materials which contain the data to be copied by CD Solutions, Inc. while in transport to or from CD Solutions, Inc.'s shop. In the event the master tape or other Materials which contain such data is lost, damaged, or destroyed while in the actual possession of CD solutions, Inc., CD Solutions, Inc. shall only be obligated to replace Client's master tape or other material with an equivalent number of blank tape(s) or equivalent materials.

## II. RIGHTS TO THE DATA TO BE COPIED, COPYRIGHTS AND TRADEMARKS.

**Client hereby declares, warrants and guarantees that:**

1. All payments and royalties due to persons with rights in the data have been paid by client.
2. That all of the required authorizations to reproduce the data to be copied have been obtained in respect of copyrights, trademarks, and any other intellectual property rights.
3. That the requested reproduction of the data to be copied will not violate the rights' of any other entity or person.

Client further agrees to indemnify and hold harmless CD Solutions, Inc. from any and all liability, claims, demands, actions causes of actions and suits that may arise as a result of the reproduction of the data to be copied, or as a result of any breach of the representations and warranties made by the client in this agreement Such indemnity shall include, but not be limited to, all damages, judgments, taxable costs and disbursements. Client further agrees to pay CD Solutions, Inc. all reasonable legal fees and expenses associated with the defense of any liability, either alleged or proven, as described herein.

**DATE:** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

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