



## Summary Agreement for Customer Acceptance Of the CDSA Anti-Piracy Compliance Program

WARNING: This agreement is NOT a letter of indemnity and its use drastically increases the liability potential on the replicator's behalf.

\_\_\_\_\_ (Customer name), (the "**Customer**"), acknowledges that Summit Technology Australia Pty Ltd (the "**Replicator**"), participates in the Content Delivery & Storage Association's (CDSA) Anti-Piracy Compliance Program, (the "**Program**"), and agrees that the intellectual property content identified below shall be subject to the terms and conditions of the Program, in effect, as of the date of this document.

### The Customer will select one of the following appropriate conditions:

- ALL intellectual property content submitted to the Replicator by the Customer will be subject. Complete Section A only.
  
- ONLY intellectual property content submitted to the Replicator by the Customer used to fulfill orders for

\_\_\_\_\_ (Customer's Client's Name), (the "**Client**"), will be subject. Complete Section A and B.

**SECTION A.** The Customer affirms that the specific intellectual property content identified above is properly licensed for replication under the terms of the original intellectual property (rights) owner with proof of such licensing and/or trademark authorization available upon request. In that regard, the Customer acknowledges and agrees that despite any non-disclosure agreements that may be in effect to the contrary, the Replicator may consult all applicable governing bodies (i.e., RIAA, IFPI, MPAA, BSA) concerning intellectual property rights ownership. The Customer also acknowledges that the Replicator will have no obligation to provide any services if it determines, or in its sole discretion has reason to believe, that the Customer does not possess the authority to replicate a product or materials provided. The Replicator may quarantine such product or materials, or return all materials to the Customer at the Customer's expense. The Replicator will maintain documentation describing the factual basis for the reasonable certainty and the issuance of this agreement. This agreement is effective for **two (2)** years from date of execution and will be automatically renewed unless terminated by either party in form of writing to the other party concerned. The Replicator reserves the right to revoke this agreement at any time.

Print Customer Name / Address / Telephone # / email \_\_\_\_\_  
\_\_\_\_\_

Print Name/Title of Officer for Customer \_\_\_\_\_

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

Print Name/Title of Officer for Replicator \_\_\_\_\_

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

**SECTION B.** The Client acknowledges that the Replicator participates in CDSA's Anti-Piracy Compliance Program (the "Program") and agrees that all intellectual property content submitted to the Replicator through the Customer shall be subject to the terms and conditions of the Program. The Client accepts all terms presented in Section A of this document.

Print Client Name / Address / Telephone # / email \_\_\_\_\_  
\_\_\_\_\_

Print Name/Title of Officer for Client \_\_\_\_\_

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