

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This a Hold Harmless and Indemnification Agreement (“Agreement”) entered into between _____ (“Client”) with its address and/or principal place of business at _____ and CDPrintExpress, a Division of Informatik, Inc. (“CDP”), with its business addresses at 2208 Periwinkle Court, Phoenixville, Pennsylvania 19460 and 304 Heritage Place, Devon, Pennsylvania 19333, on this _____ day of _____, 2006, in _____, Pennsylvania.

CDP will produce musical content for Client’s programs and other uses, using material from Client’s music library and other sources. The intent of this Agreement is to indemnify and hold harmless CDP from any claims by third parties alleging that musical scores and content obtained from Client infringes on any such third party’s rights to such scores and/or content.

Client has been informed that any music copied onto CD or DVD discs by Client is subject to licensing payment to ASCAP and/or BMI, that a license has been obtained and that the required license fees have been or will be paid to ASCAP and/or BMI directly, and knowing this Client agrees to hold harmless and indemnifies CDP from any payment of licensing fees.

Client will indemnify and hold harmless CDP from and all claims, actions and judgments, including costs of defense and attorneys’ fees incurred in defending against same, arising from and related to any claims from any party other than CDP or Customer, that any musical score, composition, ore related material infringes on any copyright, trademark, trade secret, or similar right of such third party to such musical score composition or related material.

If any claim or suit is brought against CDP within the scope of this Agreement, Client shall pay for legal counsel chosen by CDP to defend against same.

If either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of Pennsylvania.

This Agreement contains the entire understanding of the parties of this Agreement and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified except y a writing signed by all parties. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.

Name of Music Selection:

Artist:

CDP – Print Name:

CDP – Signature

Date:

Client – Print Name:

Date:

Client – Signature:
