

Copyright and Intellectual Property
Release and Indemnity

This Copyright and Intellectual Property Release and Indemnity shall be a material part of all orders

issued by _____, an individual, or _____ a

corporation/ limited liability company with offices at

_____ (“Customer” or “you”) to
AREACODE, INC. (Social Security : 6020001104577) d/b/a Fidelity Unlimited /VPY Store (herein referred to as the “Company” or “we” or “us”), an incorporated company with offices at YBP, Nihon Odori 7 Buildings 4th Floor, Nihon Odori 7, Naka-ku, Yokohama 231-0021 JAPAN , and this release and indemnity shall supplement the Standard Terms and Conditions of Sale between the parties. You (as the Customer) hereby represent and warrant to Company that you have the full right to enter into this Agreement, that you now have and shall at all times remain possessed of all rights necessary for you to grant the rights and make the promises hereunder, and that such does not and shall not infringe upon the rights of any third party.

1. The delivery of any record, master recording and/or other sound recorded materials, and all artwork, names, and logos (collectively, a “record”) to Manufacturer under this Agreement constitutes the Company’s representation and warranty and that you have obtained any and all necessary consents, releases and/or permissions with respect to any protected materials embodied therein, including, but not limited to any copyrights, trademarks, and/or name and likeness rights, necessary for us to manufacture copies of such record and affix labels to such copies based on information provided to us by you, and deliver such copies to you in accordance with the terms of this Agreement.
2. You hereby agree to indemnify and hold us Company harmless (as well as all officers, directors, principals, members, managers, employees, and agents of the Company) from and against any and all costs, losses and damages (including reasonable attorneys’ fees) arising out of or connected with any breach or alleged breach by you of any of your representations and/or warranties herein. You shall pay us on demand any sums for which you are liable hereunder. If you fail to do so, and without limitation of our right to seek and obtain monetary damages and/or other appropriate relief, we shall have the right to charge all such sums against and/or deduct such sums from any and all sums accruing to your credit hereunder or becoming payable hereunder.
3. If any claim, action or proceeding is made or brought against us which arises from any of your warranties or representations then: (1) we shall give you prompt written notice thereof and you shall have the right to participate in the defense thereof at your expense, and (2) we shall have the right to withhold and reserve, from any sums whatsoever otherwise payable to you hereunder, sums reasonably sufficient to secure us for your potential liabilities to us hereunder.

Agreed to this ____ day of _____, 20__.

CUSTOMER:

_____ By: _____ Record

#: _____ Social Security or EIN # _____

If corporation or limited liability company, indicate which:

corporation: _____ or limited liability company _____; and indicate under which State or country's

laws the entity has been formed: _____.

****NOTE:** Even though I may have signed this Order Copyright and Release document as a representative of my company, I hereby acknowledge that I also hereby personally and unconditionally guarantee all the foregoing obligations of the Customer. This personal guarantee shall remain in full force and effect even if the terms of the underlying Order are changed by the Customer and Company without my knowledge or consent.

INDIVIDUAL GUARANTEE:

Dated: _____, 20__