

pure



Pure is a user of the CDSA* “Anti-Piracy Compliance Program”.

It will be a help to both your company and ours to be able to protect ourselves from the unauthorized publication of copyrighted material. To implement this, we need your cooperation as well.

*** Content Delivery and Storage Association**

Dear Ladies and Gentlemen,

Idealized historical portrayals are not the only place to find pirates. They exist in today's world as well. However, as opposed to their appealing personifications in films and books, criminal gangs and organizations are behind the pirates of today. These people have no regard for the work of others; instead they steal intellectual property out of greed for profit. We are speaking of copyright piracy.

It is commendable, you are thinking, that these crimes are prosecuted and punished. However, do you realize how easily even your company can be associated with these organizations?

Here, it is not so much the case of deliberate intent. The danger is in the inadvertent publication of material, for which you do not hold copyright ownership. The legal and financial consequences can be disastrous or, in the worst-case scenario, fatal for your company. Since Pure and production partners is also confronted by this problem, we have looked for and found a solution:

Our company is a part of user working with the CDSA Anti-Piracy Compliance Program (APC), a standard formulated to protect us from these dangers. CDSA is a group of media companies, which has created these guidelines in order to fight copyright piracy.

(see also URL: <http://www.contentdeliveryandstorage.org/>)

According to the CDSA APC program, it is necessary that all our customers work with us to implement this procedure by submitting appropriate declarations during the ordering process.

We thank you very much for your cooperation.

Sincerely,

Enclosures

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Check list: survey of all necessary information and documents

Within the scope of the CDSA APC procedure, our customer service department needs the following information and documentation:

Appropriate documentary proof	Remark	Encl. No.
Complete mailing address of the company management	post office boxes cannot be accepted	<input type="checkbox"/>
Documentation for the product:	e.g. music sampler, software for image processing, for windows PCs, etc.	<input type="checkbox"/>
Correct and current track list (Audio) Summary of contents (ROM)	No monitor print!	<input type="checkbox"/>
Proof of STEMRA-registration	STEMRA-copyright declaration for all kind of Audio-products, also for ROM-products in case of audio contents, regardless of type, quantity and length.	<input type="checkbox"/>
Proof of product rights for text, pictures, logos, videos and sounds.	e.g. copies of licenses, registered rights for the product, confirmations of the right owner/author.	<input type="checkbox"/>
List all included non-owned software, freeware, and shareware products.	Attach necessary distribution and replicating licensing documentation from the IPR owner.	<input type="checkbox"/>
	In case of freeware, and shareware products please add the license confirmation. *	<input type="checkbox"/>

* **For example:** Acrobat Reader, Quicktimeplayer etc.

Please note that your order can be processed and/or produced only after you have made this information and documentation, as well as the signed Copyright Declaration Form available to Pure and production partners.

Place, Date

Legally binding signature and company stamp

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Customer:

Warranty on the part of the customer

The Customer has concluded an agreement with Entertainment Distribution Company (Pure and production partners) for the production of a sound, image, or other data carrier in the form of an "order". He warrants as against Pure and production partners that he is fully entitled to place orders for production, and that he holds all requisite intellectual property rights, as well as rights of use and exploitation. Further, the Customer guarantees that by placing the order for production and/or by the reproduction by Pure and production partners no third party rights shall be violated. In the case of a dispute, the Customer is exclusively and fully liable.

Indemnification in the case of an infringement of rights

In the case of claims on the part of third parties due to an infringement of rights as stipulated above, the Customer undertakes to indemnify and hold harmless Pure and production partners for any claims arising from such infringement. This includes the reimbursement of all production costs incurred, as well any and all necessary costs of the legal action. The Customer agrees, that - may be in effect to clarify copyrights – Pure and production partners may consult all applicable governing bodies or contact the owners of the product rights themselves.

The "third party rights" as stipulated in the previous paragraphs are, in particular, those rights whose protection has been transferred to a company exploiting third-party rights (e.g. STEMRA, etc.) and which are performed, irrespective of the form (e.g. as background music).

Scope and validity of this document

This Copyright Declaration Form applies to any and all agreements and orders that may be concluded in the future between Pure and production partners and the Customer. This document remains valid and shall also apply, even when it is not referenced in each individual case or is not attached to future orders. Furthermore, the clauses contained in this document shall apply retroactively to those Customers, who have not, to date, executed any Copyright Declaration Form as against Pure and production partners. "Retroactively", in this case, pertains to the time period dating back to the first order placed.

Accountability of the Customer

In case of broker operations for thirds the broker has to assure that the client is owner of the required rights for the production. Pure and production partners reserves the right to check the supporting documents. In that case the Customer shall furnish the appropriate documentary proof to Pure and production partners, which shall prove beyond doubt that the reproduction of the original media does not infringe on any third party rights or claims. If such proof cannot be produced, Pure and production partners has the right to subsequently refuse the order.

(Please send the signed declarations incl. the checklist latest at the order start together with all other appropriate documentary proofs to the specified Pure and production partners-address)

Place, Date

Legally binding signature and company stamp.