



Representations, Warranties, and Indemnification Agreement

This signed and dated Representations, Warranties, and Indemnification Agreement (“Agreement”) shall serve as evidence of agreement by and between Legacy Manufacturing Solutions and their Agents (“LMS”) and the Customer named below (“Customer”).

Customer represents and warrants that it has the right and authority to reproduce, manufacture, or otherwise duplicate all designs and materials submitted by it to LMS. Customer further represents and warrants that any reproduction, duplication, manufacture or other work performed on such materials by LMS will not constitute an infringement of ownership or other right of any third party, wherever located, or a violation of any applicable law. Customer shall furnish to LMS, upon request, written evidence of its right to permit LMS to reproduce, duplicate, or manufacture the materials submitted by it to LMS.

Customer agrees to indemnify, defend and hold harmless LMS from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs and expenses, including reasonable attorney fees, relating to or arising out of any claim asserted by any third party against LMS based on LMS actual or alleged violation of applicable law or infringement of rights of a third party resulting from LMS reproduction, duplication, or manufacture of materials submitted by Customer to LMS.

LMS agrees to notify Customer promptly in writing upon learning of any legal proceedings instituted against LMS relating to any materials in any format reproduced or duplicated by LMS on Customer’s behalf. LMS further agrees to permit Customer to defend any such proceedings with counsel of Customer’s choice, in which case, LMS shall provide all assistance reasonably requested in prosecuting the defense.

Customer’s indemnity hereunder shall extend to all reproductions or duplications in all formats, which are manufactured by or for LMS on Customer’s behalf.

Customer represents and warrants that all action has been taken on the part of Customer to authorize and approve, and Customer has the right and legal authority to execute and deliver this document to LMS and perform Customer’s obligations hereunder.

Customer

Legacy Manufacturing Solutions

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Products: _____