



LETTER OF INDEMNITY

BETWEEN: SUMMIT TECHNOLOGY AUSTRALIA PTY LTD (SUMMIT) a company incorporated in the State of New South Wales, and having its registered office at Unit 28, Slough Business Park, Slough Avenue, Silverwater NSW 2128.

AND:

("Customer") _____

DATED: _____

BOTH PARTIES AGREE as follows:

1. **By signing Summit's Letter of Indemnity, you (Customer) acknowledge that Summit has agreed to provide the goods and services subject to the terms and conditions set out below which forms a binding legal agreement between you (Customer) and Summit.**
2. You represent and warrant to Summit that:
 - (a) you own, have a valid licence to use, reproduce and/or modify, the copy right and other intellectual property rights in the material you have requested Summit to reproduce, copy and/or modify (including conversion from one format and/or operating system to another); and
 - (b) Any material(s) or services to be supplied by Summit under this Agreement:
 - (i) Will not infringe the rights (including copyright or other intellectual property rights) of others or breach any obligation of confidentiality; or
 - (ii) Will not violate any law (including a law relating to decency, censorship, publicity or privacy), court order or other ruling of a government agency; or
 - (iii) Any goods supplied by you or on your behalf to Summit in connection with this Agreement shall be free of any virus (being any code, programming instruction, or set of instructions constructed with the intention of having the ability to damage, interfere with or otherwise adversely affect computer programs, data files, or hardware without the consent of the computer user); and
3. Summit may withdraw from this Agreement if Summit considers in its sole discretion that there has been, or there is serious likelihood of, a breach of one or more of the warranties given by you in clause 2 above.
4. You will indemnify Summit against all claims, proceedings, suits, demands, costs and liabilities arising in connection with any breach of the warranties given by you in clause 2 above.

5. If any breach of the warranties given by you in clause 2 above is discovered at any time after Summit has commenced producing the goods, Summit will destroy the goods, and you agree to pay Summit the full value of the agreed quotation.
6. To the maximum extent permitted by law Summit excludes all implied and express terms, conditions and warranties, unless otherwise stated in this Agreement. Summit's liability to you whatever its nature in contract, tort or otherwise (including liability for negligence or for breach of a condition or warranty implied by the trade Practices Act 1974 (except under section 69) under or in connection with this Agreement is limited to the re-supplying, or cost of re-supply of the goods or services.
7. Subject only to clause 6, Summit will not be liable for any economic, indirect or consequential loss or damage, loss of profits, loss of anticipated savings, loss or corruption of data, whether arising from negligence or otherwise and whether or not Summit was advised or should have been aware of the possibility of such loss or damage.
8. **GOVERNING LAW**
This agreement including all clauses stated above shall be construed according to the laws of all States of Australia and the parties accept the jurisdiction in the courts of all States.

SIGNED BY

SIGNED BY

* Authorized Signature

* Authorized Signature

Print Name

Print Name

Position

Position

Witness

On behalf of

On behalf of SUMMIT TECHNOLOGY
AUSTRALIA PTY LTD

Date

Date

* Must be a Director, Company Secretary, Accountant, Cheque Signatory or Manager.