



## VariQuest® Cutout Maker 1800 Custom Shape Agreement

This Custom Shape Agreement (“Agreement”) is made by and between the undersigned Customer (“Customer”) and Varitronics, LLC (“Varitronics”). The parties hereby agree as follows:

1. In consideration for Varitronics making one or more custom electronic dies (“Electronic Dies”) for the Customer, the Customer hereby:
  - a. Grants Varitronics a license to use any designs (“Designs”) that the Customer submits to Varitronics after the date of this Agreement for the purpose of manufacturing such Electronic Dies and delivering the Electronic Dies to the Customer;
  - b. Represents and warrants that:
    - i. any and all Designs will not infringe upon the intellectual and/or proprietary rights (“Rights”) of any other person or entity;
    - ii. customer will be the owner of all Rights associated with said Designs, or will have permission to use such Rights for the purposes contemplated by this Agreement from their rightful owners;
    - iii. Varitronics’ use of the Designs in the manner contemplated by this Agreement will not violate any law or regulation; and
    - iv. the Designs will not contain any defamatory or obscene material.
  - c. Releases, indemnifies and agrees to hold Varitronics, its affiliates and their respective directors, officers, employees, agents and representatives harmless against any claims, liabilities, judgments, losses, damages, costs and expenses (including attorney fees and costs) arising out of Varitronics’ use of the Designs in the manner contemplated by this Agreement;
  - d. Acknowledges that while the Customer will own or have the right to use the Designs, the Customer does not and will not possess exclusive rights to the subject matter of the Designs. Varitronics has the right to produce, use and sell products and services which involve the same or similar subject matter as the Designs; and
  - e. Affirms that the Customer will take all necessary actions, including the execution of additional documents, that are reasonably necessary to effectuate the purposes of this Agreement.
2. This is the entire agreement of the parties with respect to its subject matter and supersedes any and all other discussions, negotiations and/or agreements, written or oral, regarding its subject matter. It may only be amended in a writing signed by both parties. It shall be governed by the laws of the State of Minnesota without regard to its conflicts of law principles, and venue for any dispute arising out of this Agreement shall be courts in Hennepin County, Minnesota. This Agreement may be executed in counterparts, each of which shall constitute an original but which together shall constitute one and the same instrument.