

DISCLAIMER

Payment - Payment is due in full upon completion of successful recovery, prior to release of data, whether shipped, picked up or downloaded. Client is financially responsible for all international shipping costs, custom duties and taxes to and from WESTERN DATA RECOVERY's facilities. Company checks and bank transfers will be accepted however WESTERN DATA RECOVERY will not release the recovered data until funds have cleared from Client's checking account.

Opened Drives and Media- Any Media or Hard Drive sent to Western Data Recovery that has been opened by another Recovery Service or Repair Facility, will have a **non-refundable** prepayment of \$500.00.

Refunds- Refunds are given only if data has not been recovered. If no data is recovered, the customer does not pay or is refunded. If partial or full data is recovered, this is considered a successful recovery and no refund is applicable.

Limitations of Liability- WESTERN DATA RECOVERY shall not be liable as a result of this Agreement or the performance of Services therein or any other data recovery services, or evaluation of the possibility of providing data recovery services, for any claims regarding the physical functioning of equipment or media or condition or existence of data on storage media supplied before, during or after Services. The Client understands and accepts that data recovery cannot be guaranteed and is not promised or guaranteed by WESTERN DATA RECOVERY. In no event will WESTERN DATA RECOVERY or any contractor, employee, or agent of WESTERN DATA RECOVERY be liable for any loss of data or loss of revenue or profit or any special incidental, or consequential damages, however caused, in connection with this Agreement or any Services provided by WESTERN DATA RECOVERY or its agents, contractors, or employees; even if WESTERN DATA RECOVERY has been advised of the possibility of damage or loss to persons or property. WESTERN DATA RECOVERY's liability shall be limited to the contract price for the services. Client and WESTERN DATA RECOVERY agree that the sole and exclusive remedy for WESTERN DATA RECOVERY's inability to recover the data outlined in the Recovery list shall be, at WESTERN DATA RECOVERY's option, either (a) additional attempts by WESTERN DATA RECOVERY to recover the data; or (b) a refund of any amount paid by the Client. Client acknowledges the inherent risks of injury and property damage involved in data recovery, including without limitation, risks due to destruction or damage to the media or data and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the negligence of WESTERN DATA RECOVERY, and assumes any and all known risks of injury and property damage that may result. In no event will WESTERN DATA RECOVERY be liable for loss of data on Client's media or hardware.

Disputes The parties to this Agreement shall submit all disputes relating to this Agreement or to either party's performance hereunder, or any nature whatsoever, to arbitration, including but not limited to tort, contract, statutory, or equitable in accordance with the Rules of the American Arbitration Association, except that any claim in connection with WESTERN DATA RECOVERY seeking equitable relief in connection with WESTERN DATA RECOVERY's intellectual property rights or nonpayment for Services performed which may be brought in a court of law rather than in arbitration. Either party may enforce the award of the arbitrator in a court of competent jurisdiction. The parties understand that they are waiving their rights to a jury trial as to issues covered by this arbitration agreement. The arbitration shall take place in Montana, and the laws of the State of Montana shall apply to this Agreement.

Pre-Dispute Notice to WESTERN DATA RECOVERY Data Recovery In exchange for the valuable services and consideration provided by WESTERN DATA RECOVERY, Client agrees that at least 60 days before initiating any formal dispute with WESTERN DATA RECOVERY, including the filing of any demand for arbitration, the Client shall first submit a sworn, written, and signed declaration to WESTERN DATA RECOVERY at: 189 Old Corvallis Rd. , Hamilton, MT 59840, stating the Client's name, the problems experienced with WESTERN DATA RECOVERY's Services, in detail, an itemization of all alleged losses claimed as a result of WESTERN DATA RECOVERY conduct, and all information known to the Client concerning any claimed contract breaches or other actionable conduct of WESTERN DATA RECOVERY pursuant to this Agreement. This declaration must state, at the end of the text and above the signature, "I declare under penalty of perjury that the foregoing is true and correct." This declaration will enable WESTERN DATA RECOVERY to review factual information about the alleged dispute so that any issues may be evaluated and resolved, potentially without the need for further proceedings. Client and WESTERN DATA RECOVERY agree that the sole and exclusive remedy for disputes relating to Services provided pursuant to this Agreement shall be, at WESTERN DATA RECOVERY's option, additional attempts by WESTERN DATA RECOVERY to recover satisfactory data or to refund the amount paid by the Client in full or part. WESTERN DATA RECOVERY will retain a copy of Client's recovered data for a period of seven (7) days from the date of dispatch. During this period WESTERN DATA RECOVERY will answer any queries concerning the recovered data and, if required, provide further copies. Any media left with

WESTERN DATA RECOVERY after sixty (60) days, will be securely disposed of in an appropriate manner and in no event will WESTERN DATA RECOVERY be liable to Client or any third party whatsoever for the data.

Delivery and Shipping All diagnostic reports are provided to the Client via telephone or electronic mail, unless otherwise agreed by a representative of WESTERN DATA RECOVERY in writing. All media and hardware returned to Client as part of WESTERN DATA RECOVERY's return service is shipped via UPS or Federal Express unless otherwise agreed to in writing by WESTERN DATA RECOVERY. WESTERN DATA RECOVERY will provide Client with the shipping information including tracking number. WESTERN DATA RECOVERY holds no responsibility or liability for any media or hardware lost or damaged after shipment by WESTERN DATA RECOVERY. The Client understands that WESTERN DATA RECOVERY does not offer any guarantees or warranties of any kind and that the extent of any WESTERN DATA RECOVERY's liability to the Client is strictly limited to the fees paid to WESTERN DATA RECOVERY for its data recovery Services. If Client wishes to purchase shipping insurance, the Client must inform WESTERN DATA RECOVERY prior to shipment by WESTERN DATA RECOVERY and authorize WESTERN DATA RECOVERY to charge for the resulting expenses.

Miscellaneous Provisions Due to the nature of data recovery, WESTERN DATA RECOVERY technicians may be required to carry out physical work on the media. The Client understands that the media/data/equipment made available to WESTERN DATA RECOVERY is already damaged, that data recovery efforts may result in further damage. The Client also understands that media and/or equipment warranties may become void and that WESTERN DATA RECOVERY is not responsible for this or any other type of damage.

Client is aware that on occasion, WESTERN DATA RECOVERY may be required to use additional media to continue with the diagnostic phase and/or carry out its recovery efforts. Examples of this include, but are not limited to, spare parts for disk drives and specific adaptors or connectors. WESTERN DATA RECOVERY reserves the right to charge the Client for such additional media, at an agreed cost. On rare occasions, WESTERN DATA RECOVERY may require the Client to cover some of the cost in attempting the recovery. This only applies when the recovery is complex or when severe damage has occurred. However, these are always provided as part of a no obligation, fixed price quotation, but are not offered as part of WESTERN DATA RECOVERY's "no recovery, no fee" service.

WESTERN DATA RECOVERY Data Recovery agrees that any payment for a recovery will only be processed in the event that data is successfully recovered from the Client's media. The Client understands that due to the complex nature of data recovery, it is not always possible to recover all the information from the Client's media. WESTERN DATA RECOVERY makes no provision for the completeness, relevance or importance of the data recovered for the Client unless otherwise agreed in writing by WESTERN DATA RECOVERY Data Recovery and the Client.

Client warrants to WESTERN DATA RECOVERY that the Services requested pursuant to this Agreement are not related to or in connecting with forensic data recovery for the collection, preservation, analysis, and presentation of computer-related evidence nor for any pending litigation matters including but not limited to criminal cases, civil litigation, and human resource and employment proceedings. Client shall immediately notify WESTERN DATA RECOVERY if the media or hardware provided to WESTERN DATA RECOVERY for data recovery is the subject of any pending litigation or forensic investigation.

Client warrants to WESTERN DATA RECOVERY that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to WESTERN DATA RECOVERY; and Client will defend, at its expense, indemnify, and hold WESTERN DATA RECOVERY harmless against any damages or expenses that may occur (including attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against WESTERN DATA RECOVERY resulting from Client's breach of this Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof. This Agreement may be amended only by a writing signed by all Parties herein. The construction, interpretation and enforcement of this Agreement shall be governed by the substantive contract law of the State of Montana without regard to its conflict of law provisions. Should any part, term, or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall no way be invalidated, impaired, or affected thereby.

WESTERN DATA RECOVERY MAKES AND CLIENT RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOODS OR SERVICES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CLIENT, AND WESTERN DATA RECOVERY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.