

CTE COMPUTER - DATA RECOVERY MASTERS

SERVICE SINCE 1992

5.25" and 3.5" Floppy Media Data Recovery Authorization

Thank you for choosing us for your data recovery needs. We will proceed with an evaluation of your media upon receipt of your media and this completed and signed form. Our data recovery specialists will consult and guide you through the data recovery process.

Note: If your media is involved in current or pending legal proceedings, contact our data recovery specialist immediately.

- 1 Complete this Service Request form.
- 2 Review the Terms and Conditions on Page 2.
- 3 Include the Service Request form in the box along with the media you are shipping to us for service. Incomplete paperwork will cause a delay in service provided.

Your Contact Information	
Company / Organization	Contact:
Address	Telephone
	Fax
Email	Cell/Pager
How did you hear of us? <input type="checkbox"/> Web Search (which one?) _____ Computer Store (name) _____ <input type="checkbox"/> Friend <input type="checkbox"/> Returning Client <input type="checkbox"/> Other: _____	

Damaged Data / Media Information	
Media Type: <input type="checkbox"/> 5.25 Floppy <input type="checkbox"/> 3.5 Floppy <input type="checkbox"/> Other (specify) _____	Total Number of Media Enclosed
Return data to me via <input type="checkbox"/> Email Zip Files to email address above <input type="checkbox"/> Ship on CD Rom (CD Rom / Shipping fee additional)	
Original Media Disposition. Upon completion of Services: <input type="checkbox"/> Please return media to me. (shipping fees will apply) <input type="checkbox"/> Please destroy, discard, and do not return media.	
Choose Desired Service Level	
Service Level	Evaluation Service Fee** and Estimated Data Recovery Service Fee, per media**
<input type="checkbox"/> Weekend* <input type="checkbox"/> Priority <input type="checkbox"/> Standard	\$650 - Flat Rate \$400 - Flat Rate \$275 - Flat Rate For Floppy Media quantities 5 and above, contact us for bulk discount rates.
* Contact us to discuss unique handling arrangements for this service level. ** Additional shipping, media and tax charges for the cost to return the recovered data to you are subject to additional charges.	

Please sign below to indicate your authorization to proceed with the evaluation and your agreement to pay the evaluation fee for the services indicated above. The attached Terms and Conditions shall govern any services performed under your engagement.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

THIS DOCUMENT CONSISTS OF 3 PAGES AND IS INVALID UNLESS ALL PAGES ARE INCLUDED. PAGE 1 OF 3

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Terms and Conditions

The Engagement.

Customer engages CTE Computer – Data Recovery Masters (CTE) and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

Confidentiality.

CTE Computer – Data Recovery Masters will use any Customer information contained in the data, media and/or equipment provided to CTE by Customer only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by Customer under this agreement will remain Customer's sole property, and CTE shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by CTE in protecting its own confidential information. CTE will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to CTE) and not to any other party.

Payment.

Customer agrees to pay CTE all sums authorized from time to time by Customer, which will typically include charges for CTE services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the Engagement. Unless otherwise agreed to in advance by CTE, all such sums are due and payable in advance, by company check, bank money order, or credit card.

Consent.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorization if followed by written confirmation by CTE at the earliest possible opportunity, and/or facsimile.

Acknowledgment of Existing Conditions.

Customer acknowledges that the equipment/data/media may be damaged prior to CTE receipt, and Customer further acknowledges that the efforts of CTE to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. CTE regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during CTE efforts to complete the Engagement.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

CTE COMPUTER – DATA RECOVERY MASTERS (CTE), MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND CTE 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.

Limitation of Liability; Limitation of Damages.

In no event will CTE be liable for any damages whatsoever, including without limitation damages for loss or damage occurring in transit, loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the Engagement, even if CTE or an authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The parties agree the total liability of CTE to Customer under this Agreement shall in no event exceed the total sums paid by Customer to CTE.

Customer's Representation and Indemnification.

Customer warrants to CTE that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to CTE, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold CTE harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against CTE resulting from Customer's breach of this section.

Miscellaneous.

The parties agree that the laws of the United States, State of California, shall govern this Agreement and agree to venue in Los Angeles County, California; provided, however, that if any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This Agreement, together with any exhibits or other attachments provided by CTE, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any Customer purchase order terms.

Customer's Authorization

CTE Computer Data Recovery Masters (CTE) is authorized to charge the balance due as stated above. By signing below you authorize CTE to proceed with your data recovery under the specified terms and conditions. Payment must be secured before goods can be shipped. CTE is authorized to charge the amount as stated above plus any additional Backup Media and Freight Charges. By signing below, Customer authorizes CTE to proceed with its best efforts to fulfill the engagement, subject to the terms and conditions of the Agreement for stated services executed by the Customer. There are no refunds on any recovery job. Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer. Customer acknowledges that he understands that some files recovered may be only partial files and may or may not work for Customer's requirement. It is customer's responsibility to determine the fitness of these files prior to signing this Authorization.

Shipping Instructions Shipping label

- 1 Wrap your media in anti-static bag, anti-static bubble wrap, or anti-static foam.
- 2 Place the media in a box twice its size and fill the remainder of the box with packing peanuts or crumpled newspaper. Be sure the media cannot be bent or damaged during shipping.
- 3 Include this completed form with your media in the box.
- 4 Seal the box. Detach and use the address label to the right and indicate service level.
- 5 Shipping via UPS or Fedex is recommended.

Ship to:

Data Recovery Masters - CTE Computer
 3818 Canehill
 Long Beach, CA 90808
 USA

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Payment Authorization

Payment in the form of Check, Credit Card, Money Order, Cashiers Check. Cash is not accepted. Note that personal checks will delay your data recovery while the bank clears your check.

Payment Type _____ Visa _____ MasterCard _____ Check

Card Holders Name

Credit Card Number

Card Holders Billing Address

Expiration Date

Security code (CVV)

Card Holders Billing City, State, Zip

Customer understands that the service fee on data recovery jobs is charged at the onset of the work, regardless of outcome, and agrees to the payment terms in the Credit Card Holders Agreement.

I, (Cardholder Signature) _____ authorize CTE Computer – Data Recovery Masters to charge my credit card for the job indicated above.

Date _____

NOTE: On all credit card payments, returned media will be shipped to the exact address as listed on the credit card account. Shipping to a different address is not possible. Shipping insurance is not included.

On check payments: The check must be numbered, imprinted with your name and address, signed, and made out to Data Recovery Masters - CTE Computer. There is a \$49 charge for any check returned by the bank unpaid. Please note there will be a delay in the processing of your Data Recovery job, up to seven business days, while the bank clears your check payment.