



## **The Service Agreement**

This Agreement which is entered into and accepted at San Francisco, California, USA on the last day set forth below, is between Lazarus Data Recovery, 379 Clementina Street, San Francisco, California, USA, and Customers indicated and signed below. It is agreed that:

### **Engagement**

Customer engages Lazarus Data Recovery to use its best efforts to identify the problem and correct the problem, and, to the extent possible, to retrieve or minimize damage to the drive or its data. All efforts by Lazarus Data Recovery are subject to the terms and conditions hereof.

### **Estimates**

Estimates are based on Lazarus Data Recovery's experience in an effort to present a reasonable range of time that will be invested in recovering lost data. Unless delineated by the estimate, shipping and media costs are not included. Final cost will vary depending on any special services that may or may not need to be performed for successful recovery.

### **Payment**

Customer agrees to pay Lazarus Data Recovery for such efforts and any other sums agreed to and authorized by Customer under the agreement. Such other sums may include: parts, software, etc., as deemed necessary by Lazarus Data Recovery for the performance of the task. Unless otherwise agreed to in advance by Lazarus Data Recovery, all such sums are due and payable upon completion of work, by company check, COD, bank money order, purchase orders on approved credit, or credit card (Visa, MasterCard, or American Express). Payment in the form of checks written on accounts with insufficient funds will be surcharged 15% or \$15, whichever is greater.

### **Disclaimer of All Warranties**

Lazarus Data Recovery, for itself and its suppliers, makes, and the customer receives no warranties or conditions for any good or service, express, implied, statutory or in any communication with customer, and Lazarus Data Recovery, disclaims any implied warranty of any type.

### **Confidentiality**

The Customer agrees that Lazarus Data Recovery may use any information or data supplied with or stored on the media or in the equipment for the purpose of completing the recovery, and will otherwise hold the customer information in the strictest confidence. However, the above confidentiality obligations shall not apply to any information which at the time of disclosure is published or is otherwise in the public domain, or was known to Lazarus Data Recovery prior to receipt from the Customer.

### **Unpaid Charges**

In the event there are any unpaid charges, Customer grants Lazarus Data Recovery a security interest in and to the equipment and data to secure the payment of the charges incurred hereunder. Any items which have not been claimed (paid or unpaid for) within 30 days after the date of completion of the Engagement will be considered abandoned by the Customer and

will be disposed of (including all data media containing data) at the sole discretion of Lazarus Data Recovery.

### **Damaged condition of Customer's Media, Equipment, and/or Data**

The customer acknowledges that the media, equipment, and/or data is now damaged, and the client acknowledges that the efforts of Lazarus Data Recovery and/or its suppliers to analyze the damage, prepare the estimate, and complete the agreement may result in the destruction of or further damage to the media, equipment, and/or data. Lazarus Data Recovery, for itself and its suppliers, regrets that due to the damaged condition of the Customer's media, equipment, and/or data, and the nature of the data recovery business, it will not assume responsibility for additional damage that may occur to the Customer's media, equipment, and/or data during Lazarus Data Recovery's attempt to complete this agreement.

### **Limitation of Liability**

In no event will Lazarus Data Recovery or its suppliers be liable for any damages whatsoever, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the engagement. This limitation will apply even if Lazarus Data Recovery or an authorized dealer, agent, supplier, or representative has been advised of the possibility of such damage. The Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk.

### **Uncontrollable Circumstances**

Either the Customer or Lazarus Data Recovery performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or made impractical by: (a) the acts of omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) any other cause beyond the reasonable control of either party. Upon the occurrence of any such event the party whose performance is affected shall notify the other party of the event so the negative effects of the event can be known.

### **Agreement**

It is agreed between the parties that if a facsimile of this document is signed and returned by facsimile transmission or any other means to Lazarus Data Recovery, such facsimile, containing a facsimile of the original signature, shall be considered to be legally binding and enforceable as the original document and signature. The above terms and conditions shall apply to the exclusion of all others, including, without limitation, the Purchase Order Terms and Conditions. Your signature below indicates that

you have read and agree to the above terms and conditions and understand the limited extent of Lazarus Data Recovery's responsibility. Customer and Lazarus Data Recovery hereby agree that this agreement shall be construed and relations of the parties shall be determined in accordance with the laws of the State of 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. It

is hereby agreed the place of adoption of this Agreement is San Francisco, CA.

In witness whereof, the parties have dated and signed this Agreement.

Name: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_