

## **TTR DATA RECOVERY TERMS AND CONDITIONS**

This TTR Data Recovery ("TTR") Terms and Conditions ("Agreement") is provided to you ("Client" or "you") in connection with the Client's engagement of TTR for Data Recover Services ("Services"). By soliciting and/or accepting the Services of TTR, you agree to be bound by and accept the terms of this Agreement. Please read this Agreement in its entirety. These terms set forth herein comprise the entire agreement between TTR and Client with respect to the Services.

### **1. Authorization and Consent**

The Client authorizes TTR or its employees, contractors, and agents to conduct an evaluation of the Client's media and other hardware in order to determine the nature of the damage and provide an estimate of recovery costs and time required for service. The initial evaluation is free and no work beyond the evaluation will be performed or charged without the Client's approval and consent. The Client authorizes TTR, its employees, contractors, and agents, to receive and transport this media/equipment/data to, from and between TTR's facilities. The Client also authorizes TTR to take any and all reasonable effort and measures necessary to determine recoverability and to recover data from this media and or equipment. The Client hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all of the information and data stored on the property. Client further agrees to defend, at its expense, indemnify, and hold TTR harmless against any third-party claims of ownership to the media and or equipment provided by Client.

Once TTR has completed its initial evaluation and identified the scope of work necessary to complete the data recovery services, TTR will contact Client for consent to proceed. TTR will provide Client with a list of recoverable files ("Recovery list") and an estimate for completion of the Services. Upon approval of the Recovery list, Client shall complete a Credit Card Authorization Form authorizing TTR to complete the Services and charge Client's credit card for the Services.

### **2. 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 TTR's facilities. Company checks and bank transfers will be accepted however TTR will not release the recovered data until funds have cleared from Client's checking account.

### **3. Limitations of Liability**

TTR 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 the 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 TTR. In no event will TTR or any contractor, employee, or agent of TTR 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 TTR or its agents, contractors, or employees; even if TTR has been advised of the possibility of damage or loss to persons or property.

TTR's liability shall be limited to the contract price for the services. Client and TTR agree that the sole and exclusive remedy for TTR's inability to recover the data outlined in the Recovery list shall be, at TTR's option, either (a) additional attempts by TTR 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 TTR, and assumes any and all known risks of injury and property damage that may result. In no event will TTR be liable for loss of data on Client's media or hardware.

#### **4. 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 TTR seeking equitable relief in connection with TTR'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 Virginia, and the laws of the State of Virginia shall apply to this Agreement.

#### **5. Pre-Dispute Notice to TTR Data Recovery**

In exchange for the valuable services and consideration provided by TTR, Client agrees that at least 60 days before initiating any formal dispute with TTR, including the filing of any demand for arbitration, the Client shall first submit a sworn, written, and signed declaration to TTR at: 8300 Greensboro Drive, Suite 800, Mclean, VA, 22102, stating the Client's name, the problems experienced with TTR's Services, in detail, an itemization of all alleged losses claimed as a result of TTR conduct, and all information known to the Client concerning any claimed contract breaches or other actionable conduct of TTR 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 TTR 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 TTR agree that the sole and exclusive remedy for disputes relating to Services provided pursuant to this Agreement shall be, at TTR's option, additional attempts by engineers of TTR to recover satisfactory data or to refund the amount paid by the Client in full or part. TTR will retain a copy of Client's recovered data for a period of seven (7) days from the date of dispatch. During this period TTR will answer any queries concerning the recovered data and, if required, provide further copies. Any media left with TTR after sixty (60) days, will be securely disposed of in an appropriate manner and in no event will TTR be liable to Client or any third party whatsoever for the data.

#### **6. Delivery and Shipping**

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

#### **7. Miscellaneous Provisions**

Due to the nature of data recovery, TTR technicians may be required to carry out physical work on the media. The Client understands that the media/data/equipment made available to TTR 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 TTR is not responsible for this or any other type of damage.

Client is aware that on occasion, TTR 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. TTR reserves the right to charge the Client for such additional media, at an agreed cost. On rare occasions, TTR 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 TTR's "no recovery, no fee" service. TTR 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. TTR makes no provision for the completeness, relevance or importance of the data recovered for the Client unless otherwise agreed in writing by TTR Data Recovery and the Client.

Client warrants to TTR 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 TTR if the media or hardware provided to TTR for data recovery is the subject of any pending litigation or forensic investigation.

Client warrants to TTR that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to TTR; and Client will defend, at its expense, indemnify, and hold TTR harmless against any damages or expenses that may occur (including attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against TTR 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 Commonwealth of Virginia 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.

**TTR MAKES AND CLIENT RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOODS OR SERVICES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CLIENT, AND TTR 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.**

End of Agreement

## **TTR DATA RECOVERY PRIVACY POLICY**

TTR Data Recovery ("TTR") agrees, on its own behalf and on behalf of any agents it utilizes to perform data recovery services that the materials and information which the Client provides to TTR or to which TTR gains access in the course of performing its responsibilities including, but not limited to, materials and information relating to software, hardware, technical and systems profiles, documents, records, programs, systems, data, disks, ideas, concepts, theories, designs, approaches, improvements, techniques, methodologies, methods, processes, formulae, procedures, ledgers, files, communications, technical requirements, names, addresses and other identifiers of individuals and business entities, financial information, insurance, and other know-how or information relating to Client (collectively "Client information"), as between the Parties, are the property of the Client, and will be used and viewed by TTR only within the scope of its rights and responsibilities for data recovery services and will not be otherwise disclosed to third parties by TTR or any of its agents without Client's prior written approval unless otherwise required by law.

TTR agrees to use Client information only to provide data recovery services and not to use such information for any other purpose. TTR agrees to implement and maintain reasonable and customary security measures to safeguard Client information. Such measures shall include, but not be limited to, requiring employees who will have access to such information to agree to the confidentiality requirements of this policy. TTR agrees to not disclose Client information, in any form or medium, to any affiliated or non-affiliated person, firm or corporation except as necessary to perform services under this Agreement or as may be required by law. To the extent that TTR contracts with a third party that obtains Client information in order to provide services under this Agreement, TTR agrees to obtain contractual confidentiality protections to require the third party to hold Client information in strict confidence and not disclose it to any person unless required by law. TTR agrees to return all Client information to Client either upon request or termination of this Agreement.

The confidentiality obligations set forth in this privacy policy shall not apply to information and materials: (1) that are or subsequently become publicly available; (2) that were known to TTR prior to Client's disclosure to TTR, other than any information or materials obtained from any of TTR's agents or affiliates which are either subject to confidentiality obligations in favor of Client from such agents or affiliates of TTR or fail to fall with the exception categories (1), (2), (3), (4), or (5) described herein; (3) that become known to TTR from a source other than the Client, other than by the breach of an obligation of confidentiality owed to the Client; (4) that is independently developed by TTR without reference to or use of Client information; or (5) when Client information is found to contain illegal data such as child pornography defined as a visual depiction of a minor (child younger than 18) engaged in sexually explicit conduct (18 U.S.C. 2256) or information that is detrimental to national security.

Business entities, government entities and other organizations whose data is successfully recovered by TTR may be asked to provide TTR the right to use for promotional purposes their respective copyright protected logos and/or names. If any such business entity, government entity or organization does not wish to allow TTR use their respective copyright protected logo and/or name for promotional purposes, TTR will remove the copyright protected logo and/or name immediately upon written request.