

**Terms and Conditions of all Orders placed with  
UTAH DATA RECOVERY**

1. The terms of this Work Order / Sales Order Agreement (hereinafter "Agreement") shall govern all Orders placed by Customer with Utah Data Recovery (hereinafter "UDR"). The terms of this Agreement or any subsequent Order with UDR may not be varied by Customer except through written authorization by UDR. In the event of any inconsistency the terms of this Agreement shall control.
2. **All Work Orders may take at least five (5) business days to complete with exception to the purchase of expedited services, which only ensures UDR will place priority on Customer's Work Order.** There can be no 100 percent guarantee of timeliness in any situation due to the numerous scenarios that may arise during service. Therefore, any and all delivery or completion dates specified are estimates only and shall not be binding on UDR unless authorized and approved in writing by its representative. UDR shall not be liable for any damage or loss to Customer resulting from delays caused by the inability of UDR to procure materials, labor, or merchandise, from delays caused by labor disputes, fires, acts of God, governmental action or regulation, or from causes beyond the control of UDR. Under no circumstances shall UDR be liable for any damages caused by delays. **The Deposit/Diagnostic fee is under no circumstances refundable. Upon signing, the Customer agrees to pay the amount owed; if defaulted within 90 days, it will be sent to collections. The Customer is responsible for all associated with collection of the amount owed, including, but not limited to, skip traces, pre and post-judgment interest at the rate of eighteen percent (18%) per annum, collection agency fees, late fees, attorney fees, special and consequential damages, and any and all fees related to or caused by said default in payment. Business owner(s) are personally liable in the event of company default, or if company is sold. Any judgment shall immediately become a lien upon the Customer's real and personal property and may be sold in accordance with Utah law to satisfy said judgment.**
3. All costs and related fees associated with collection of a judgment shall be added to any judgment. The Customer will be responsible for costs, attorney fees, automated legal research, paralegal fees, court costs, service of writ of execution charged and collected by the sheriff and costs associated with executing a lien upon personal/business or real property. **Customer understands all personal/business and real property is subject to a writ of execution to the fullest extent allowed by Utah law and UDR shall execute on such property in order to satisfy any judgment and associated costs to satisfy said judgment.**
4. Prices are subject to change without notice and Orders calling for future work or delivery will be billed according to the price in effect at the time the work is performed. The Customer shall pay any and all present or future sales, use, and similar taxes on all articles furnished pursuant to an Order in addition to the price specified.
5. Payment shall be due upon completion of the work performed by UDR. Customer agrees to pay late fees in the amount of five dollars (\$5.00) per day. Customer also agrees to pay interest on any unpaid balance at the rate of Eighteen Percent (18%) per annum (but in no event more than the highest lawful rate), plus all reasonable costs of collection, as defined in paragraph 2.
6. UDR, for itself and any suppliers, makes and Customer receives NO WARRANTIES or condition for any goods or services, express, implied, statutory, or found in any communication with Customer. UDR, for itself and its suppliers, specifically disclaims any implied warranty of merchantability or fitness for a particular use or purpose, arising from usage of trade or course of dealing or performance.
7. In no event shall UDR be liable to Customer, Customer's purchaser, or any other person for any damages (special, indirect, incidental, consequential, or otherwise) for breach of warranty, failure or delay in making delivery, or for any reason whatsoever, whether arising from breach of warranty or otherwise.
8. Any computer or other form of media such as hard disk drives, CD's, Floppy disks, Zip Disks and Flash drives will not be the responsibility of UDR in the event such material is stolen or illegal in nature. UDR will fully comply with law enforcement and legal counsel in the event data in any form given to UDR is stolen or illegal in nature. The signer of this work Order agrees to fully indemnify the custodial of such data, UDR and its officers, employees, shareholders, affiliates and partners of any and all liabilities associated with having possession of such data. Furthermore, signer also agrees the custodian of such data, UDR, its officers, employees, shareholders, affiliates and partners are immune from personal sought legal action in the event UDR assists with prosecution or other legal efforts to return data, hardware or other intellectual property to the rightful owner.
9. UDR will not be held liable for downtime and lost profit during time of service.
10. This Agreement contains the entire agreement of the parties and shall be governed by and construed in accordance with the laws of the State of Utah as may be in effect, excluding, however, such State's choice of law rule for purposes of conflict of laws. Customer expressly agrees exclusive jurisdiction for any claim or dispute arising out of or relating to goods or services sold by UDR resides in the courts of the State of Utah. Customer further agrees and expressly consents to the exercise of personal jurisdiction in the State of Utah in connection with any dispute or claim involving UDR.
11. If Utah Data is served with a subpoena, property issued and endorsed in accordance with the laws of the State of Utah, from a third-party or Customer for information in its possession, provided to it by Customer (whether personal data or Customer or third parties) Utah Data shall not be liable to any Customers, former Customers, or third parties for production of said material requested in said subpoena, including the production of data, information, photographs and any and all other information it may have in its possession.
12. If UDR is served with a subpoena or subpoena duces tecum, all property shall be protected as intellectual propriety information of UDR and shall not be produced without a court order specifically protecting UDR from forfeiture of fees due to it from Customer associated with the creation of the information or product. All intellectual propriety information dealing with Customer shall be protected from general production and shall only be produced *in camera* to protect UDR from Customer taking unfair advantage of UDR during a direct or third-party lawsuit. Under no circumstances shall the intellectual propriety information be produced without payment of any outstanding invoice due to UDR from Customer associated with the creation of said information and/or product.
13. If a Customer writes a false review, baseless in fact or opinion, or orally states to third parties, false information derogatory to UDR, said Customer shall be liable to UDR for defamation (libel and/or slander) in money damages caused by said defamation, including statutory damages, actual damages, including special and consequential damages, attorney fees, and pre- and post-judgment interest allowed by Utah law caused to UDR by said defamation.
14. All sales are final. Returns of merchandise are not permitted unless specifically authorized by UDR in writing and accompanied by a copy of UDR's invoice. **All customer owned equipment/data etc. not claimed within (30 Days) shall become property of UDR.**
15. This Agreement may only be amended in writing signed by an authorized UDR representative.
16. **All back up data from pre-service backup will only be stored for seven (7) business days from the time of pick-up/delivery.**

I, the undersigned, have read and agree to all terms and conditions listed on this page.

CUSTOMER

UTAH DATA RECOVERY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date