

## **PCRx Data Recovery Authorization:**

**By submitting our data recovery service request form online, Partner agrees to the terms and conditions described below. This Agreement, together with any exhibits or attachments, constitutes the entire Agreement between the parties in relation to this subject matter, and is admissible in any court and/or for any lawful purpose. Approval of this Agreement through e-mail and by selecting the “Agree” button via online submission from our website shall also be legally binding.**

### **Consent and Agreement**

1. Partner authorizes PCRx, Inc. to conduct data recovery on the media sent to PCRx, Inc..
2. Given that the media sent to PCRx, Inc. may already be experiencing condition(s) that cause media malfunction and/or unreadable data, PCRx, Inc. is not responsible for any further damage to the media that may occur during the data recovery process.
3. While PCRx, Inc. promises to exhaust all efforts in recovering data from the media sent to us, we do not guarantee that every recovery attempt is successful.
4. Partner recovery prices are pre-determined via PCRx, Inc.'s Partner Program. Partners are responsible for obtaining approval from their clients for the total cost of data recovery prior to shipping media to PCRx, Inc.. Upon sending in media, the Partner agrees to pay PCRx, Inc. the Partner price per PCRx, Inc.'s Partner Program upon a successful recovery.
5. If for any reason Partner or Partner's Client changes their mind about the data recovery inquiry, Partner is still liable for paying PCRx, Inc. upon a successful recovery via PCRx, Inc.'s Partner Program price.
6. For a fully successful data recovery, Partners are charged based solely on the partner pricing table, not on quantity of data recovered. Partner or Partner's Client is to verify their recovered data at checkout as no refunds will be issued once the data leaves our premises.
  - i. If data is 100% recovered but Partner's Client wants only a portion of the data, the full price will still be charged.
  - ii.
  - iii. If we can only recover a portion of the pertinent data, Partner's Client can choose to accept or decline the data. If accept, charge is based on the percentage of the successful recovery, not the size of data being picked up.
  - iv.
  - v. If we cannot recover any pertinent data, there will be no charge.
- 2.
7. Media opened up during data recovery procedures and tested with data recovery tools may void all manufacturer warranties.
8. Recovered data will be deleted from PCRx, Inc.'s systems two weeks after the data is delivered to Partner, unless notified otherwise.
9. Partners are charged based solely on the partner pricing table.

10. Payment is due in full before recovered data can be shipped or picked up, unless special arrangements have been made prior to recovery.
11. Partner is responsible for the cost of shipping their media to PCRx, Inc.. PCRx, Inc. will pay for the cost of standard return shipping. For expedited shipping or other shipping and handling costs, Partner is responsible for the additional costs incurred.
12. PCRx, Inc. will make every effort in contacting Partner for data and original media pickup. Any unclaimed property left with PCRx, Inc. for over 30 calendar days after the completion of service will be completely destroyed without Partner's consent. PCRx, Inc. shall have no further liabilities to Partner and their Clients.
13. All terms of this agreement are subject to change at any time according to PCRx, Inc.'s discretion. Partners will be notified upon any changes in our terms and conditions.

## Confidentiality

**All recovered data, Partners and their Clients' information are confidential. Partners' Clients are the legal owner of the media and all data contained in the media. "Confidential information" is defined as data and information relating to the business operation and individual privacy. PCRx, Inc. respects your privacy and agrees not to disclose any and all information or data files supplied with, stored on, or recovered from Partners' Client's media except to employees or technicians of PCRx, Inc..**

## Security

**PCRx, Inc. ensures the security of recovered data stored in our system by taking all reasonable and prudent steps necessary to protect Partner's Client's information. While no security measure is foolproof, we believe that we have implemented a system that is as safe as today's technology permits. Since we realize the importance of protecting your data and privacy, we will continue to evaluate new technologies and make improvements as these technologies become feasible. All media is safely stored in lockers which are only accessible by our recovery engineers and staff.**

## Limited Liability and Indemnification

14. With regard to the data recovery services to be performed by PCRx, Inc. pursuant to the terms of this agreement, PCRx, Inc. shall not be liable for any claims regarding the physical functioning of the media and/or the condition and/or existence of data stored on the media supplied.
15. PCRx, Inc. shall not be liable for loss of Partner's Client's media and data contained in the media due to theft, hate crimes, terrorism acts, fire, acts of God, or natural disasters of any kind. PCRx, Inc.'s replacement liability shall be limited to providing Partner with blank media similar to Partner's Client's media with comparable capacity.
16. To the maximum extent permitted by applicable law, in no event shall PCRx, Inc. be liable for any direct, indirect, punitive, incidental, special, consequential damages to the media, loss of data and loss of revenue or profits before, during or after the data recovery services herein provided by PCRx, Inc..
17. Partner is responsible for making their Clients aware of the inherent risks of damage to media that is involved when undergoing the data recovery process. This includes, but is not limited to; risks due to destruction or damage to the media and/or data stored arise from opening up media and/or parts exchange, or inaccurate or incomplete data recovery including those that may result from the negligence of PCRx, Inc., and/or inability to recover all data from a media. Partner is responsible for making sure their Clients are aware of any possible and all known property damage that may

result.

18. Due to the nature of electronic devices and data recovery business, some "URGENT" recovery services may take longer than expected. PCRx, Inc. only provides approximation of delivery timeframe and is unable to guarantee delivery time for "URGENT" requests. "URGENT" only means that PCRx, Inc. agrees to put this request as a top priority.
19. PCRx, Inc.'s liability of any kind with respect to the services, including any negligence on its part, shall be limited to the contract price for the services.
20. PCRx, Inc. shall not be liable to Partner and their Client, or to any person or entity that may claim any right due to their relationship with Partner or their Clients, for any acts or omissions in the performance of said services on the part of PCRx, Inc. except when said acts or omissions of PCRx, Inc. are due to the sole negligence or willful misconduct by PCRx, Inc..
21. Partner agrees to indemnify and hold PCRx, Inc. and its officers, agents, and employees, harmless from all active and/or passive liability, loss, damage, claims, suits and actions of every type arising out of PCRx, Inc.'s performance of this contract for any actual or alleged personal injury, death, property loss, violation of patent right, or any other damage sustained or claimed to have been sustained by any person, corporation or legal entity, including employees of Partner.
22. Partner agrees to indemnify and hold PCRx, Inc. harmless includes but is not limited to all attorneys' fees and incidental loss incurred by PCRx, Inc. or its officers, agents or employees as a result of any such claim, suit or action.
23. Upon PCRx, Inc.'s demand to defend every such claim, suit, or action brought or made against PCRx, Inc., or its officers, agents, or employees, Partner shall pay all costs, expenses, attorney's fees, and incidental loss and any other damage attributable to such defense, whether or not such defense is actually undertaken by Partner.
24. If PCRx, Inc. brings any suit, action or cross-complaint to compel performance of the indemnification and hold harmless provisions of this contract, Partner shall pay to PCRx, Inc. the reasonable attorney's fees incurred by PCRx, Inc., in addition to PCRx, Inc.'s costs of suit and the amount of any judgment obtained by PCRx, Inc. as a result of such suit, action, or cross-complaint.
25. DISPUTE RESOLUTION AND JURISDICTION:

Partner and their Clients shall work with each other to resolve any dispute or difference arising from this data recovery service. PCRx, Inc. takes no part of their business agreement and has no direct relationship with the Partner's Clients.

Partner and PCRx, Inc. shall endeavor to meet and confer to resolve any dispute or difference arising from this Agreement by mutual discussion. In the event Partner and PCRx, Inc. are unable to resolve a dispute, the parties shall seek Mediation, Arbitration, and court proceedings in Sacramento County if necessary. This Agreement shall be governed by the laws of the State of California.

This Agreement constitutes the entire Agreement between the parties in relation to this subject matter, and is admissible in any court and/or for any lawful purpose. Approval of this Agreement through e-mail and by selecting the "Agree" button via online submission from our website shall also be legally binding.