



Service Agreement Form

HDDRecovery.com part of (ATC Technology Inc.) and _____ (Customer) agree that all goods and services provided by ATC Technology Inc. for this Engagement will be governed by the following terms and conditions:

The Engagement

Customer engages ATC Technology Inc. and/or its suppliers to use best efforts 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. ATC Technology Inc. estimated charges may not be sufficient to accomplish the Engagement; no additional charges will be incurred without Customer authorization.

Confidentiality

ATC Technology Inc. will use any Customer Information only for the purpose of fulfilling the Engagement, and will otherwise hold Customer Information in the strictest confidence. Confidentiality obligations shall not apply to any information which enters the public domain through no fault of ATC Technology Inc.; which was known to ATC Technology Inc. prior to receipt from Customer, which is disclosed to ATC Technology Inc. by a third party (other than employees or agents of either party) which in making such information available to ATC Technology Inc. is not in violation of any confidentiality obligation to the disclosing party; or which is independently developed by ATC Technology Inc. without recourse to the Customer Information.

Payment

Customer agrees to pay ATC Technology Inc. all sums authorized from time to time by Customer, which will typically include charges for ATC Technology Inc. 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 ATC Technology Inc., all such sums are due and payable in advance, by company check, bank money order, or credit card.

Acknowledgment of Existing Conditions

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

Unpaid Charges; Security Interest

In the event there are any unpaid charges, Customer grants ATC Technology Inc. a security interest in and to the equipment/data/media to secure the payment of the charges incurred hereunder. Any items which have not been claimed and paid for within thirty (30) days after the date of completion of the Engagement will be considered abandoned by the Customer and may be disposed of (including all data/media containing data) at the sole discretion of ATC Technology Inc.



No Warranties; Disclaimer of all Warranties

ATC Technology Inc. for itself and its suppliers, makes and customer receives no warranties or conditions for any good or service, express, implied, statutory, or in any communication with customer, and ATC Technology Inc., for itself and its suppliers, 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 ATC Technology Inc. or its suppliers be liable for any damages whatsoever, 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, even if ATC Technology Inc. or any 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 total liability of ATC Technology Inc. or its suppliers to Customer under this Agreement shall in no event exceed the total sums paid by Customer to ATC Technology Inc.

Customer's Representation and Indemnification

Customer warrants to ATC Technology Inc. that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to ATC Technology Inc.; and Customer will defend, at its expense, indemnify, and hold ATC Technology Inc. and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against ATC Technology Inc. resulting from Customer's breach of this section.

Uncontrollable Circumstances

Either party's performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or make impractical by: (a) the acts or omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party. Upon the occurrence of any such event(s), the party whose performance is so affected shall notify the other party of the nature and extent of the event(s) so that decisions to mitigate the negative effect(s) of such event(s) may be promptly made.

Miscellaneous

The parties agree that this Agreement shall be construed and the 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. Any revision or modification of this agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party to this agreement. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

Brand/Make: _____ Serial Number: _____

Model Number: _____ Part Number: _____

Name: _____ Signature: _____ Date: _____