

**Catalyst Network Solutions - CONFIDENTIAL**



**HARD DRIVE DATA RECOVERY RELEASE FORM**

THIS AGREEMENT made effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Day) (Month) (Year)

BETWEEN:

**PARTY1**

("Catalyst Network Solutions")

- and -

**PARTY2**

(" ")

WHEREAS:

'Party2' does for his/her/it self, its directors, officers, employees, insurers, agents, successors or assigns, hereby remise, release and forever discharge 'CATALYST NETWORK SOLUTIONS', its directors, officers, employees, insurers, agents, successors or assigns (hereinafter called the "Releasee") of and from any and all manner of action and actions, cause and causes of action, suits, debts, costs, claims and demands of every kind and nature whatsoever which against the Releasee it ever had, now has or which its directors, officers, employees, insurers, agents, successors or assigns shall or may have, for or by any reason existing up to the present time and in particular, without restricting the generality of the foregoing, all manner of actions, claims and demands whatsoever arising out of "CATALYST DATA RECOVERY SERVICES"

And for the said consideration, the Releasor agrees, for itself and its directors, officers, employees, insurers, agents, successors and assigns, that it will not make claim or take proceedings against any other person or corporation who might claim contribution or indemnity as against the Releasee under the provisions of any federal, provincial or local law, rule or regulation, or otherwise.

The provisions hereof shall inure to the benefit of and be binding upon and enforceable by or against the directors, officers, employees, insurers, agents, successors or assigns of the Releasee and the Releasor, respectively.

Terms and Condition of Service

1. Liability: Catalyst Network Solutions assumes no liability for any claims regarding the physical functioning of media and or equipment nor the condition or existence of data on storage media supplied before, during or after service. In no event will Catalyst Network Solutions be liable for any loss of data or loss of revenue or profits or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Catalyst Network Solutions has been advised of the possibility of damages or loss to persons or property. Catalyst Network Solutions 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. Client and Catalyst Network Solutions agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Catalyst Network Solutions option, additional attempts by Catalyst Network Solutions to recover satisfactory data or refund of the amount paid by the client. Client is fully aware of 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 Catalyst

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Network Solutions, and assumes any and all known risks of injury and property damage that may results.

2. Confidentiality: Catalyst Network Solutions and its officers and employees agree not to disclose any data to any third party unless under final appeal and penalty of State, Federal or International Law. Catalyst Network Solutions provides an absolute NON DISCLOSURE of any customer data.

3. Payment: Client agrees to pay in full upon completion of services rendered by Catalyst Network Solutions. Payment is due in full upon completion of successful recovery, prior to release of data (whether shipped, picked up or downloaded). Other payment arrangements may be made prior to recovery. We accept company cheque, and Cash, we DO NOT accept VISA, Mastercard, American Express, and Discover. The client is responsible for all shipping charges regardless if the data is recovered or not.

4. By agreeing to this service agreement you are stating that you understand that the media/data/equipment you are making available to Catalyst Network Solutions is already damaged, that data recovery efforts can result in further damage and that Catalyst Network Solutions will not be held responsible for this or any other type of damage caused to this media.

Any modifications to this agreement must be requested in advanced in writing, and must be approved by Catalyst Network Solutions Recovery Services.

Please Select your LEVEL of SERVICE:

GENERAL - 7/10 Business Day Turn Around - \$50.00 in Advance

PRIORITY - 2 - 3 Business Day Turn Around - \$150.00 in Advance

EMERGENCY - 2 - 5 Business HOUR - Turn Around for Assessment - \$350.00 - In Advance

DATED at \_\_\_\_\_, in the Province of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Catalyst Network Solutions Signing Authority**

Per: \_\_\_\_\_

**Party 2 - Signing Authority**

Per: \_\_\_\_\_

|   |  |
|---|--|
| <b>Client Name:</b><br>(EX. John Doe, Catalyst Network Solutions) |  |
| <b>Billing Address:</b>   |  |
| <b>Phone Number (s):</b>  |  |
| <b>E-Mail Address:</b>  |  |