



## General Terms and Conditions for Ibas Data Recovery Services dated 20<sup>th</sup> August 2013

These Terms and Conditions apply to the Ibas Data Recovery Services; Analysis, Extended Analysis and Recovery, offered by Ibas Kroll Ontrack Oy, Läkkipäntie 11, 00620 Helsinki, Finland, and provided by Ibas AS, Tajeveien 1, N-2211 Kongsvinger, Norway - hereinafter referred to as "Ibas". The legal entity ordering the services is hereinafter named as "Customer".

### 1. Data security and confidentiality

Ibas will handle processing of data and data security according to relevant law and regulations. As processor of data according to Norwegian Data Protection Act dated 2000-04-14 ("NDPA"), Ibas will act in accordance with NDPA § 13.

All processes are subject to strict security controls and all employees shall sign non-disclosure agreements. Special safety precautions may be specifically agreed. Ibas is obliged to keep any information regarding Customer and

Customer's data strictly confidential, unless otherwise instructed by mandatory law. Ibas shall be free to use information within the public domain, information without any confidentiality restrictions that is received by Ibas from third party and information produced by Ibas itself before receipt of the same information from Customer. Ibas may sign further security regulations upon request from the Customer.

### 2. The Ibas Data Recovery Services

The Analysis (Stage 1) is performed in order to identify the problem and the extent of the damage, describe solutions and estimate cost and delivery time of the full data recovery. The results of the analysis are given in a written report. Sometimes it is necessary to perform an Extended Analysis as standard routines do not provide a conclusion. The Customer will be informed in writing. The Analysis is sold at a fixed price, with a response time defined by service level. The Recovery (Stage 2) is performed in accordance with a separate agreement following the Analysis.

### 3. Levels of service

**Economy:** The service is carried out during normal office hours. During Analysis of the unit(s) the Customer receives results estimated within 15 working days after the arrival of the unit. Ibas may make extensions to this delivery time in cases of extreme amounts of data, low temperatures or other technical problems.

**Premium:** The service is carried out during normal office hours. During Analysis of the unit(s) the Customer receives results within 5 working days after the arrival of the unit(s). Ibas may make extensions to this delivery time in cases of extreme amounts of data, low temperatures or other technical problems.

**Express:** Ibas starts the work immediately after arrival of the unit(s). During Analysis of the unit(s) the Customer receives results as soon as possible after the arrival of the unit(s). Ibas may make extensions to this delivery time in cases of extreme amounts of data, low temperatures or other technical problems. If the customer stays on Ibas premises during Analysis or Recovery, the case is regarded as an express case. At Express service level an additional fixed fee is added to the Analysis cost. For Recovery the hourly rate is increased by 50% during normal office hours and by 100% outside normal office hours. When ordering Express service level, please call to inform us. This enables the engineers to make necessary preparations, which may save time. All service levels delivery time is calculated from arrival of the unit(s) at Ibas's premises and doesn't

include transportation time or problems that might occur in transit.

#### **4. Normal office hours**

Normal office hours are 8.00 a.m. to 4.00 p.m. on working days. 1st January, 1st May, 17th May, 24th -, 25TH – and 31st December and the Easter and Whitsun holidays are Norwegian public holidays with limited working hours. Assignments for these days must be separately agreed upon. For Data Recovery work performed in countries where Ibas has a local data recovery laboratory, the office hours may differ from the ones stated in this article.

#### **5. Water/fire damage**

A storage device that has been exposed to water or fire and that is requested to be recovered, should be kept in wet condition until it is delivered to Ibas at Ibas' premises. When an electronic device dries the risk for further damages

(e.g. oxidation) is high. In order to obtain the best result it is necessary to carry out a procedure of cleaning and preparation as soon as possible when Ibas has received the device. Disassembling and cleaning/preparation are separate procedures in addition to the specific Data Recovery Services. Such cleaning/preparation procedures are ordered and charged separately at a defined price.

#### **6. Terms of payment**

The cost of the entire assignment, hereunder Analysis, Extended Analysis and Recovery, plus additional charges for taxes, delivery media, freight and packaging are payable in advance. If the Recovery of data proves to be impossible, or Recovery is fully or partly not performed, the fees incurred during Analysis and Extended Analysis shall still be payable. If the Customer terminates the Recovery during the process, the Customer is obliged to pay the accumulated working costs and eventual charges with reference to the offer for Recovery as provided in the Analysis. If the advance payment exceeds the fees, charges and costs incurred, any excess amount will be refunded to Customer. Eventual credit payment arrangement may be agreed separately according to the payment policy of the Ibas representative in the country concerned. Ibas may in its sole discretion not accept any credit payment. Payment shall take place 15 days after delivery. For late payments, Customer will be charged a penalty interest corresponding to 1% per month for the amount due. For late payments or lack of payment, Ibas may retain possession of Customer's material.

#### **7. Terms of delivery**

The terms of delivery are always Ex Works: The Customer is responsible for costs and risks related to shipment and for insurance from door to door both ways. The risk of accidental injury or damage to material is fully and wholly the responsibility of Customer, also this applies in such cases when the material is located in Ibas' offices at the time of the damage. To the extent that Ibas' insurance covers the damage, Customer shall be entitled to such benefits. Ibas is not under any circumstances liable for shipment, but will use its reasonable effort to assist the Customer. Regardless of choice of transport of Customer's material, it is the Customer who is responsible for obtaining necessary export permits. It is only the user data of the Customer that is delivered. Ibas has no responsibility for the further use of the user data, hereunder, but not limited to, reinstallation of operating system and software. A copy of recovered data is stored for 30 days.

#### **8. Intellectual property**

All intellectual property rights to the Data Recovery Services and the material connected to the aforesaid belongs to Ibas, and otherwise to the extent possible when Ibas is dependant upon the use of third party intellectual property, Ibas has all required third party licences. Neither the agreement with Customer nor any other agreement, shall involve transfer of any patents, trade marks, domain names, copyright or other intellectual property rights of Ibas to the Customer.

#### **9. Rightful owner of the data and storage devices**

Customer shall have the legal intangible rights to data, storage devices and documentation needed for Ibas to carry out the assignment as described in this Agreement. Customer hereby transfers such rights as needed for Ibas to carry out the assignment. Customer is responsible for the rightful use of reconstructed data according to relevant law and regulations.

#### **10. Disclaimer of warranty and limitations of liability**

Taking on assignments of Analysis and Extended Analysis, Ibas does not guarantee that full data recovery is possible. Ibas is only obliged to use its current defined procedures to identify the problem, estimate time of recovery work and costs for the full data recovery. Data recovery is based upon the data that is physically recoverable on the storage media, which is not necessarily the full amount of data that originally was stored. Ibas makes no warranties in terms of usability of recovered files, even though files seem to be 100% logically correct. The Customer is aware that any use of utilities or attempts of "self-repair" prior to the arrival at Ibas may have caused damage to data which may affect the usability of recovered files. The Customer is liable for the economic value of data and for damage relating to data/equipment caused by himself or any Third-Party. The Customer is liable for giving correct information to Ibas. The assignment is based upon the information written on the "Technical Information Form". Ibas' entire liability shall be limited to 50% of the price for the specific assignment of Data Recovery Services undertaken by Ibas and which gave rise to the actual claim. In no event shall Ibas be liable for loss of data, loss of profits, insurance related costs or any special, indirect, incidental or consequential damage or loss arising from the engagement. The limitations will apply regardless of the form of action whether under statute or contract or tort including negligence or any other form of action. This limitation shall prevail also in the event that Ibas or authorized resellers or agents have been aware of the possibility of loss and damages.

#### **11. Force Majeure and breach of contract**

Both parties may be released from this Agreement if the compliance of this Agreement is made impossible due to unexpected occurrences (Force Majeure), hereunder, but not limited to unavailability of hardware parts, software or technical information etc. In such event a party may terminate the Agreement by 7 days notification in writing provided that the stated circumstance has lasted for more than 30 days. In the event a party commits a material breach of the Agreement the other party is entitled to immediately terminate the Agreement by written notification.

#### **12. Changes in Terms and Conditions - Adjustment of prices and services**

Ibas has the right, at its sole discretion, to add or amend the Terms and Conditions for Ibas' Data Recovery Services, hereunder to change the prices and/or discounts or to delete, and/or revise the description of Data Recovery Services. An individual order that is made at the date before any change of Terms and Conditions shall be governed by the Terms and Conditions and description in force at the date of order. Any amendments to the work description or content of the specific assignment, goal or scope and duration, may only take place if there is an agreement in writing between the parties regarding such amendment.

#### **13. Governing law and court of law**

The parties hereby agree that this agreement shall be construed and the relations of the parties shall be determined in accordance with the laws of Finland. Potential disagreements, which cannot be solved amicably by private settlement, are to be solved in the court. The legal venue is Helsingin käräjäoikeus, Helsinki.