



General Terms and Conditions for Ibas Remote Data Recovery Services dated 15th. January 2007

These Terms and Conditions apply to the Ibas Remote Data Recovery Services; Connection, Downloading, Analysis and Recovery, offered by Ibas AS, Tajeveien 1, N-2206 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 Connection and Downloading (Stage 1) to Ibas Remote Data Recovery is made when a Customer has made a request to Ibas to perform Remote Data Recovery. After a successful connection necessary software (client) will be downloaded to Customer in order to ensure proper communication between the computers of Ibas and Customer. The Analysis (Stage 2) 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 3) is performed in accordance with a separate agreement following the Analysis.

3. Levels of service

Standard: The service is carried out during normal office hours. During Analysis of the unit(s) the Customer receives results within 2 working days after the start of the service. Ibas makes reservations about delivery time in case of extreme amounts of data or other technical problems.

Express: Ibas starts the work immediately after confirmed agreement of Remote Data Recovery. During Analysis of the unit(s) the Customer receives results within 7 hours after the arrival of the unit(s). Ibas makes reservations about delivery time in case of extreme amounts of data or other technical problems. At Express service level an additional fixed fee is added to the Connection, Downloading and 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. Ibas will not be responsible for delay in services in the event of missing or disrupted electronic communication whether or not this is caused by software, hardware or communication lines/signals made or owned by Ibas, Customer or third party.

4. Normal office hours

Normal office hours are 8.00 a.m. to 4.00 p.m. at 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 one stated in this article.

5. Technical requirements

Performing Remote Data Recovery requires the normal functionality of the Customers computer and storage device. It must be possible to connect electronically the Customers computer with defined Ibas computer via modem or Internet connection. Further it must be possible to download and install licensed software (client) for Ibas Remote Data Recovery. Customer is solely responsible to ensure safe communication line between Customer and Ibas.

6. Terms of payment

The cost of the entire assignment, hereunder Connection, Downloading, 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, the costs incurred during Connection, Downloading, 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 costs. If the advance payment exceeds the 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 is in its sole right not to accept any credit payment. If Ibas grants Customer credit, Customer will be invoiced on a monthly basis. Payment shall take place in relation to an invoice per 15 days. For late payments, Customer will be charged a penalty interest corresponding to 1% per start of month for the amount due. For late payments or lack of payment, Ibas may retain possession of Customer's material.

7. Terms of delivery

Ibas is performing the services by the use of electronic transfer of software and data and remote processing of data. Other delivery of data may be agreed separately. The risk of accidental loss or damage to data that is transferred electronically or processed remote is fully and wholly the responsibility of Customer, wherever or whenever in the processing procedure such loss or damage may occur. By transfer of data 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 IBAS Remote Data Recovery Services and the material connected to the aforesaid belong to IBAS, and otherwise to the extent possible when Ibas is dependant upon the use of third party intellectual property. Neither the agreement with Customer nor any other agreement, shall involve transfer of any patents, trademarks, domain names, copyright or other intellectual property rights of IBAS to the Customer. In order to carry out Remote Data Recovery the Customer is granted a single purpose, non exclusive, non transferable non sub-licensable right to use the software (client) necessary for Remote Data Recovery that is downloaded to the Customers computer. As soon as the assignment is completed the named software will be automatically erased when booting the computer.

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 Connection, Downloading, Analysis, Extended Analysis and Recovery, 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 Remote Data Recovery Services, hereunder to change the prices and/or discounts or to delete, and/or revise the description of Remote 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 Norway. Potential disagreements, which cannot be solved amicably by private settlement, are to be solved in the court. The legal venue is "Glåmdal tingrett" ("Glåmdal County Court"), Kongsvinger, Norway.