

Please read, enter required information, sign, date and email or ship with your package to: IC Inspector, Inc. 7305 Hancock Village Drive, Suite 212, Chesterfield, VA 23832 USA. If you would like a copy for your files, please send two copies.

DATA RECOVERY AGREEMENT

This agreement is made between IC Inspector, Inc. hereinafter referred to as :
"IC Inspector", and _____, Customer"

The Parties agree as follows:

I. Scope of Work:

IC Inspector will use all reasonable efforts to:

- A. Recover data from the customer's secured integrated circuit, which may include, but not limited to, the following, microprocessor, programmable array logic (PAL), generic array logic (GAL), field programmable gate array (FPGA), electronic erasable programmable read only memory (EEPROM), read only memory (ROM), electronically programmable read only memory (EPROM), flash memories (FLASH), and/or any type of anti-fuse memory.
 - a. IC Inspector will work with all un-copy written secured devices and only copy written devices when the Customer is the copyright holder. Unless the Customer presents IC Inspector with a copyright and a written receipt of acceptance. It is IC Inspector understanding that the secured device is un-copy written and that the Customer has legal rights to the codes.
 - b. Customer shall indemnify and hold harmless IC Inspector from all liabilities and damages to Customer's failure to notify IC Inspector of any copy written material.
- B. Reverse Engineer circuit boards and electronic prototypes and provide the Customer with Schematics, Gerber files, and a bill of materials.
- C. Identify all house marked or unmarked integrated circuits and valves of all minor components. Including resistors, transistors, diodes, rectifiers, saw filters, etc.
- D. Design and prototype the Customer's idea from the ground up and provide the Customer with Schematics, Gerber files, custom code, and a bill of materials.
- E. If requested, IC Inspector can also provide outside sources to have the circuit boards manufactured, populated and tested.
- F. Briefly describe what type of service you would like IC Inspector to perform:

II. Limitations:

- A. Customer declares that the secured device is un-copy written and assumes all infringement liability as provided above paragraph Ia.**
- B. Customer agrees that the integrated circuit(s) are “damaged” or secured and the data is unrecoverable using standard methods and that IC Inspector is not responsible for any damage to the data occurring prior to its arrival, during the recovery process, or after completion of work.**
- C. IC Inspector will not assume responsibility for additional damage that may occur to the data or integrated circuit during it attempt to complete its services set forth in this agreement.**
- D. In no event will IC Inspector be liable for any damages, including but not limited to, loss of data, loss of profits, cost to cover replacement of circuit or integrated circuit, or special, incidental or indirect damages arising from this agreement, however caused under any or all theories of liability.**
- E. Due to security issues, IC Inspector cannot discuss any of the details of the customer’s job with anyone other than the named contracting party, unless otherwise instructed in writing.**
- F. IC Inspector will NOT return any device that has been worked on by use. The device may have propriety modifications done to the device, so that we can recover the code.**
- G. IC Inspector maintains discretion to refuse any job.**

III. Estimates

- A. IC Inspector will give a quote, verbal, written, or email, on all projects.**
- B. IC Inspector will quote a reasonable hourly rate for all data recovery projects on any integrated circuits not worked on in the past and must have a 50% deposit in advanced prior to work beginning and in these cases the deposits are non-refundable. The fee will be used to cover engineering costs and all disposable equipment used on the Customer’s device. A set fee will be given on any integrated circuit that IC Inspector has worked on in the past and was successful.**
- C. If the integrated circuit has electrically damaged pins, is of a different manufacture or type than originally quoted, the Customer will immediately be quoted a new rate.**
- D. Turn around times are estimates and can take more or less time depending on the degree of difficulty and place in line with other in house work.**
- E. Expedited services are available at an additional cost.**

IV. Acceptance:

- A. Upon completion, IC Inspector will ship the customer a secured test integrated circuit. Customer has FIVE business days from receipt of secured test integrated circuit to test functionality. Customer MUST contact IC Inspector technical support within FIVE (5) business days of receipt of secured test integrated circuit to make a claim for rework.**
- B. Unless notified within FIVE (5) business days, the parties will consider that the data recovery is satisfactory and that IC Inspector has adequately completed the terms of this agreement.**

V. Payments

- A. IC Inspector accepts casher's check, money orders, wire transfers, cash and company check's upon credit approval.**
- B. Code Recovery Projects:
 - 1. When the recovery is complete, IC Inspector will send a closing invoice with Customer's secured test integrated circuit.**
 - 2. Payment to IC Inspector must be received before IC Inspector will ship data or equipment.**
 - 3. If payment is not received within TEN (10) business days of the invoice data, interest will accrue on a weekly basis, not monthly, at 18%****
- C. If Customer refuses a COD package, Customer will be liable for additional shipping and collection charges.**
- D. All types of work MUST have a 50% deposit before any work is begun.**
- E. Credit may be extended at IC Inspector's sole discretion. IC Inspector reserves the right to grant or deny credit to any Customer. All gredit arrangements must be made in writing in the form of a purchase order and must be submitted prior to work starting.**

VI. Independent Contractor:

- A. The parties agree that IC Inspector is an independent contractor and is not an employee of or agent for the Customer.**

VII Attorney's Fees

If either party shall breach or default in the performance of any clause or paragraph of this agreement, then such party shall pay the other party's court cost, deposition and expert witness fees, and attorney fees arising from such breach or default.

VIII Jurisdiction and Venue:

All parties hereto agree that any action taken as a result of a breach or default shall vest venue in the courts of the Commonwealth of Virginia, County of Chesterfield. These courts shall also have the jurisdiction both In Personam and In Rem to hear any and all actions that result from a breach or default of this agreement.

XI Place of Contracting:

Parties to this agreement stipulate that the place of contracting is the Commonwealth of Virginia, County of Chesterfield.

X Entire Agreement:

This document sets forth the entire agreement of the parties and there are no other promises, understandings, agreements, representations, or warranties between IC Inspector and the customer other than those set forth herein.

Accepted on behalf of IC Inspector

Accepted on behalf of Customer:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Work Order Number: _____