

Agreement on Data Recovery from Delivered Media no. XXX/XX

Article 1

This Agreement is made by and between:

Client		Data Solutions d.o.o. company for services, design and engineering
Full name / Company name:	-	
Registration no./ TIN:	-	Registration no 20148853
Address:	-	TIN: 104346148
Place:	-	Giro account no. 330-404004145-37

This Agreement, signed on 7/2/2008 in Belgrade, regulates the rights and obligations of the Client and Data Solutions d.o.o. in further process of data recovery from delivered media.

Article 2

After Data Solutions d.o.o. received the media and made required tests and analysis, it delivered the evaluation results to the Client within a 'Diagnosis & Success Evaluation' form. By signing / completing this Agreement, the Client acknowledges he/she is familiar and agrees with all terms and conditions specified thereunder, and gives approval to Data Solutions d.o.o. to commence the data recovery process.

Article 3

Data Solutions d.o.o. shall treat the media and data stored thereon professionally and shall observe the privacy policy and data confidentiality policy and shall attempt to recover data within the agreed term by using equipment and parts specified in 'Diagnosis & Success Evaluation' form.

Article 4

Data Solutions d.o.o. shall give the data copied from the delivered media without any changes or supplements exclusively to the client or other person(s) authorized by the client hereunder. By completing the table, the client authorizes the following persons to receive the respective media filed by Data Solutions d.o.o. under internal reference no XXX/XX:

1 Full name:	-	ID card no.	-	Contact phone	-
2 Full name:	-	ID card no.	-	Contact phone	-

Article 5

After completion of data recovery process, Data Solutions d.o.o. shall inform the client on the level of success and shall deliver to the client a pro-forma invoice or invoice based on which payments are to be made by the client. The sum specified under the said pro-forma invoice or invoice may not exceed the sum specified in the 'Diagnosis & Success Evaluation' Form, namely such sum may be in the range from RSD 0.00 to RSD 0.00 without VAT. In case the media is to be repurchased, such sum shall be adjusted in line with the offer specified under 'Diagnosis & Success Evaluation' Form.

Article 6

Client shall pay the specified sum immediately within 8 (eight) days of receipt of pro-forma invoice or invoice. In case of cash payments, the Client must make such payments on the premises of Data Solutions d.o.o. while receipt will be issued as a proof of payment.

Article 7

After payment is made, Data Solutions d.o.o. shall deliver the media and copied data to the Client or authorized person(s). On delivery of media, parties hereto shall certify the respective document, dispatch note. Dispatch note is to be issued in one copy and is to be kept by Data Solutions d.o.o.

Article 8

The Client shall promptly inform Data Solutions d.o.o. on the accuracy and validity of copied data whereby requirements for erasing the back-up copy of recovered data shall be met. Should the Client fail to inform Data Solutions d.o.o. thereof, the data shall be destroyed after 14 (fourteen) days of delivery of copied data. Data shall be erased logically, based on valid DOD standard applied by the U.S. Department of Defense.

Article 9

If Data Solutions d.o.o. offered within 'Diagnosis & Success Evaluation' Form to buy the media delivered solely for the purpose of using the spare parts, the client needs to reply to such offer in continuation of this Article. I **accept / do not accept** the offer on purchase of the media delivered, filed under internal reference no. XXX/XX.

Article 10

In case of dispute, the Court in Belgrade shall be competent. This document is made in two counterparts and is delivered to the Client together with Data Recovery Diagnosis & Success Evaluation form. The Client shall be obliged to duly complete this document and send a copy of the Agreement to Data Solutions d.o.o. The Agreement shall be deemed valid if duly completed and certified, and delivered: electronically (Microsoft ® Word/Adobe ® Reader document), via e-mail, as scanned document, via fax (must contain fax headings), via mail, in person or by authorized person.

Client :	Service Provider: Data Solutions d.o.o. company for services, design and engineering
-	- [to be completed by Data Solutions d.o.o.]

Note: Parts of the text marked as follows: *Text Example* are to be completed by the Client. Do not change the text format.