

Sylvester Consulting, LLC

Data Submission Agreement

BY SUBMITTING THIS FORM YOU ACKNOWLEDGE AND AGREE TO ALL OF THE TERMS AND CONDITIONS HEREIN, AND IN PARTICULAR AGREE TO BE BOUND BY THE WAIVERS AND LIMITATIONS OF THIS DATA SUBMISSION AGREEMENT (THE "AGREEMENT").

Data Repair Services

- Standard Service - \$250.00. 3-5 Business Days**
While every attempt is made to complete Standard Service cases within five (5) business days, the size of data, corruption problems or other complications may result in a longer timeframe and does not carry any guarantee, a specialist will contact you as soon as possible if your case requires an extended timeframe for repair.
- Express Service / Weekend Service – \$500.00. 1 Business Day** In cases when a customer requires their data returned within 24 hours we offer a service option that makes your case expedited with a high priority. (Shipping days not included). Cases not capable of being completed in the timeframe for Express Service will be serviced and billed the Standard Data Repair service charge of \$250.00.

Conversion Services

- Standard Service - \$150.00: 3-5 Business Days**
We will make every effort to complete services in a fastest timeframe possible with high priority. Some conversions may take up to 5 business days depending on case volume, corruption and size. If your conversion exceeds 5 business days a specialist will contact you regarding your case.
- Express Service / Weekend Service - \$300.00. 1 Business Day** In cases when a customer requires their data returned within 24 hours we offer a conversion option that makes your case expedited with a high priority. (Shipping days not included). Cases not capable of being converted in the timeframe for Express Service will be serviced and billed the Standard Conversion service charge of \$150.00.

Database Merge Services

- Single Merge of Database - \$250.00.** Two databases merged into one database. **For Express Service add \$250.**
- Multiple Merging of Databases - __ Databases** merging into one database. Price is \$250 for each additional merged database. **For Express Service add \$250.**

Database Split Services

- Single Split of Database - \$250.00.** One database split into two databases. **For Express Service add \$250.**
- Multiple Split of Databases – 1 database** split into __ databases. Price is \$250.00 for each additional split. **For Express Service add \$250.**

- Return shipping charges are in addition to the charges above and are the responsibility of the customer. This charge will be added to the total cost of the Data Services and is taxable in certain states (see below).
- Charges listed are per (one) database, multiple databases submitted will incur multiple charges.
- Visa, MasterCard, and American Express are accepted for payment.
- ✓ **All shipped cases return Priority US 48 States Shipping - \$19.95* (+\$10 for HI, AK) or Return International - \$39.95**
Can ONLY ship to street addresses. We do not ship using customer's accounts. Do not include any return shipping media.

* Rates are subject to change.

Company Information (please print legibly or type):

I am the legal owner, representative, or otherwise have legitimate rights to this property and all data contained therein. I authorize Sylvester Consulting, LLC, its employees and agents, to receive this media in order to carry out the services requested in this Agreement.

Company Name: _____

Street Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Phone: _____ Fax: _____

Email Address: _____

Credit Card Number: _____

Exp. Date: _____ Card Holder Name: _____

Signature of Cardholder: _____ Cardholder Zip code _____

Submitting Your Data

- **Make a complete Timeslips backup file (*.bku) from within the Timeslips program. If you cannot open the Timeslips program to backup, the entire data folder should be copied or zipped and saved to a disk or flash drive.**
-

Check which media option you will be using to submit your database or backup.

- Shipped Data:** (Check the appropriate box below)

Shipping Address:

**Sylvester Consulting, LLC
5653 Pleasant Woods Dr
Flowery Branch, GA 30542**

CD-ROM: (Finalize the disk)

DVD-ROM

USB Flash Drive

- **This entire agreement must be included with the shipped data.**
- We recommend **overnight delivery with tracking** to insure your data is received promptly.
- All data is returned on CD format. Only USB Flash drives are returned.

- Electronic Transfer Data**

➤ **Internet transfer:**

- All Agreement pages must be completed and returned by fax (678-889-9563) **before** we will contact you with information to upload your database.
- To submit data it **must** be compressed using a .zip file format (we recommend using WinZip for this function).

Program Information

Version & Service Release of SUBMITTED Timeslips Data: _____ (Required)

Version & Service Release of Converted Timeslips Data to be returned: _____ (Conversion Service Only)

You must provide the supervisor password in order for a Specialist to access your data. The database supervisor's password will be removed if not provided.

Do you use Login Security (Circle one)? Yes No Supervisor's Password _____

If YES, Login Name used when errors appear? _____ User Password _____

Important Information

BECAUSE OF THE COMPLEX NATURE OF DATA RECOVERY/REPAIR SERVICES, SYLVESTER CONSULTING, LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR DATA CAN OR WILL BE RECOVERED AND/OR REPAIRED AND WILL BE COMPLETED WITHIN THE TIMEFRAMES STATED, HOWEVER, SYLVESTER CONSULTING, LLC WILL USE EVERY EFFORT IN PERFORMING THE RECOVERY/REPAIR SERVICES. THUS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DATA RECOVERED AND/OR REPAIRED HEREUNDER IS PROVIDED "AS IS" AND YOU HEREBY WAIVE AND DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SYLVESTER CONSULTING, LLC DOES NOT WARRANT THAT THE DATA PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE. IN NO EVENT SHALL SYLVESTER CONSULTING, LLC BE LIABLE FOR, AND YOU HEREBY WAIVE AS TO SYLVESTER CONSULTING, LLC TO THE EXTENT PERMITTED BY LAW, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY YOU ASSOCIATED WITH DATA RECOVERY AND/OR REPAIR. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF DATA, LOSS OF USE OF MONEY OR PRODUCTS, LOSSES DUE TO AN INABILITY TO ACCESS DATA OR SOFTWARE, LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE. THESE LIMITATIONS APPLY WHETHER OR NOT SUCH LOSSES OR DAMAGES ARE BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF SYLVESTER CONSULTING, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATIONS APPLY EXCEPT ONLY IN A CAUSE OF ACTION INVOLVING DEATH OR PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ANY EVENT UNDER NO CIRCUMSTANCES SHALL THE CUMULATIVE LIABILITY OF SAGE SOFTWARE ASSOCIATED WITH THIS AGREEMENT EXCEED THE AMOUNT PAID HEREUNDER AND EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

All data received under this Agreement will be kept confidential by Sylvester Consulting, LLC and used only for the purposes of evaluation, recovery, repair, and/or conversion. Sylvester Consulting, LLC agrees to non-disclosure of any and all information or data files supplied with, stored on, converted or read from client media. All submitted data will remain in the possession and security of Sylvester Consulting, LLC, its officers and employees at all times. All electronic data will be deleted from the Sylvester Consulting, LLC system within two (2) weeks time after the requested services have been completed. Any questions or issues must be reported to Sylvester Consulting, LLC directly within two (2) week from the date your case has been completed and/or returned to you. Once your data has been removed from our systems we cannot reference the submitted or repaired data. Original submitted data will be destroyed/deleted within two (2) weeks time after the evaluation, recovery, repair, and/or conversion processes have been completed.

Any data found to contain computer viruses will be destroyed immediately upon receipt. Keep an additional backup copy of your database in your possession.

I have read the above and agree to all of the terms and conditions herein.

Company Name: _____

By: _____

Print Name: _____

Detailed Information *(Required)*

All cases are serviced based on the descriptions you provide here. This section must be completed in detail.

**We do not recommend entering any data while your database is being serviced.
Any new data entered cannot be merged with your returned database.**

Provide a complete, detailed description of the problem(s) you are experiencing. In order to thoroughly test or make appropriate repairs to your database all problems, issues or errors must be listed on this document. Please be as specific as possible when describing the problem(s). List steps you have taken to produce errors or issues. You must list all specific names or records you wish the Data Services department to review. Problems, issues or errors not noted on this form will not be repaired. Use the second page if necessary.

Once I have completed your case a description of what repairs or procedures were taken will show on your invoice. This report will outline our findings and steps that were taken to make corrections. This report will also note any data losses or adjustments you will need to make.

Issues, Problems or Error Messages encountered: (Please attach copies of any applicable reports or screen shots.)
