

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").

<p style="text-align: center;">Data Repair Services</p> <p><input type="checkbox"/> 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).</p> <p style="text-align: center;">Database Merge Services</p> <p><input type="checkbox"/> Single Merge of Database - \$250.00. Two databases merged into one database. For Express Service add \$250.</p> <p><input type="checkbox"/> Multiple Merging of Databases - __ Databases merging into one database. Price is \$250 for each additional merged database. For Express Service add \$250.</p>	<p style="text-align: center;">Conversion Services</p> <p><input type="checkbox"/> 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).</p> <p style="text-align: center;">Database Split Services</p> <p><input type="checkbox"/> Single Split of Database - \$250.00. One database split into two databases. For Express Service add \$250.</p> <p><input type="checkbox"/> Multiple Split of Databases – 1 database split into __ databases. Price is \$250.00 for each additional split. For Express Service add \$250.</p>
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- 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.

