RESCUE DATA RECOVERY SERVICE PLAN

SERVICES PROVIDED FOR: DATA STORED IN REMOVABLE FLASH MEMORY, INTERNAL AND EXTERNAL SOLID-STATE DRIVES AND HARD DISC DRIVES, CAMERAS, DRONES, GAMING CONSOLES, PERSONAL COMPUTERS, TABLETS AND MOBILE PHONES.

TERMS & CONDITIONS

IMPORTANT: THIS SERVICE PLAN PROVIDES ACCESS TO DATA RECOVERY SERVICES FOR THE DATA STORED ON YOUR EQUIPMENT (DEFINED BELOW) AND DOES NOT COVER THE REPAIR OR REPLACEMENT OF YOUR EQUIPMENT. THIS SERVICE IS NOT AVAILABLE IN RESPECT OFCORPORATE/ENTERPRISE DATA STORED ON YOUR EQUIPMENT. EQUIPMENT WITH PRE-EXISTING CONDITIONS IS NOT ELIGIBLE FOR SERVICE BY THIS PLAN. REFER TO THE "SERVICE LIMITATIONS" SECTION FOR CIRCUMSTANCES IN WHICH WE MAY DECLINE A SERVICE REQUEST

CONGRATULATIONS! Thank You for purchasing the Rescue Data Recovery Service Plan (the "**Service Plan**" or **"Plan**"). The Service Plan provides you with access to professional data recovery services for certain consumer electronic devices during the Service Term. Please keep these Terms and Conditions in a safe place. This information will serve as a valuable reference guide and will help you determine the scope of services available under this Service Plan.

KEY TERMS

Throughout these Service Plan Terms and Conditions, the words "**We", "Us"** and **"Our"** mean the party that will provide service under this Service Plan, who is After, Inc., PO Box 451, Norwalk, CT 06852-0451, 1-800-261-9859.

"You" and **"Your"** refer to the purchaser of this Service Plan.

"Seller" means the entity that has been authorized by Us to sell this Service Plan to You.

"Service Plan Price" means the monthly amount paid by You for this Service Plan; excluding any applicable taxes and/or fees, as evidenced on Your Service Plan sales receipt.

"**Services**" means the data recovery services provided by Us in accordance with these Terms and Conditions.

"**Equipment**" means the camera, drone, gaming console, SD Card, MicroSD, CompactFlash, memory stick, thumb drive, solid state drive ("SSD"), hard disk drive ("HDD"), external hard drive ("EHD"), tablet, mobile phone, or the SSD or HDD contained within a multi device/drive storage box, laptop/desktop, or other removable data storage device owned by You, and which stores Your data electronically. In the case of Hybrid PC's in which there is both flash memory storage and a solid state and/or hard disc drive built into the product by the manufacturer, the flash storage drive will be included under this Service Plan as well. The Services are limited to attempts to recover the data stored on your Equipment and do not include the repair or replacement of the Equipment.

"**OEM**" refers to the Original Equipment Manufacturer of your Equipment.

"**Pre-Existing Condition**" means an issue that existed with your Equipment prior to the Effective Date of this Service Plan. The last time stamp on the data written to or erased from the Equipment must be later than the date You purchased this Service Plan as evidence there was no Pre-Existing Condition**.**

SERVICE TERM: This Service Plan will become effective on the date of purchase of the Service Plan (the "Effective Date") and will continue on a month-to-month basis, unless the Service Plan is cancelled in accordance with these Terms and Conditions (the "Service Term").

CHARGES FOR THIS SERVICE PLAN: The charge of the Service Plan Price will commence on the date of purchase of this Service Plan. Each month, unless cancelled during the Service Term**,** You will be charged the Service Plan Price using the credit or debit card You provided at the time of purchase. We have the right to change the Service Plan Price upon giving 30-day notice to You. It is Your responsibility to maintain a valid credit card or bank account information with the Seller to process payments, and failure to do so may cause Your Service Plan to be cancelled. If We do not receive full payment of the monthly charge, a late payment fee according to the laws of the state of residence may be incurred.

PRODUCT ELIGIBILITY: Services are only available for Equipment matching the type of Equipment described herein. **IMPORTANT NOTE: ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR SERVICE UNDER THIS SERVICE PLAN.** You may contact Us for assistance in determining whether your Equipment is eligible for service.

SERVICE FEE: There are no additional fees payable when requesting Services under this Service Plan.

SERVICES PROVIDED: We agree to provide services that are designed to retrieve, while minimizing the damage to, the media files and/or data on your Equipment in the event your Equipment fails to perform during the Service Term. **YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT, WHICH MAY VOID THE EQUIPMENT OEM WARRANTY.** To the extent possible, you should back up accessible data on your Equipment before submitting it for service under this Service Plan. If the damage sustained to your original Equipment is covered by the OEM warranty, then the OEM may be responsible for providing you with a replacement device in accordance with the terms of the OEM warranty. IMPORTANT: Any services performed under this Service Plan is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover your data through methods further explained below.

Under this Service Plan, We may provide maximum of two (2) In-Lab Data Recovery attempts for all of your Equipment during the Service Termand pursuant to these Terms and Conditions. Please see the section titled "SERVICE LIMITATIONS" for further information about what is not included as part of the Services.

IN-LAB DATA RECOVERY: You will be asked to ship your Equipment or, if the data storage component of your Equipment is removable, to ship only the data storage component, to our designated laboratory facility to attempt the retrieval of data ("In-Lab Data Recovery"). When you ship your Equipment, or the data storage component of the Equipment, to the laboratory facility, you must use packaging that provides protection for your Equipment to prevent any further damage to the Equipment, or data storage component of the Equipment, during shipping. You are responsible for any risk of loss of the Equipment, or data storage component of the Equipment, until it is received at the designated laboratory facility. For more information, please contact Us at 1-800-261-9859. We will pay the shipping costs associated with shipping your Equipment to the designated laboratory facility, as well as the cost of shipping your original

Equipment and/or any other data storage media containing data recovered from your original Equipment back to you, as applicable. Upon receipt of your original Equipment at the designated laboratory facility, we will take the following action(s):

a. **RECOVERY EFFORT:** We will attempt to recover lost data and files.
b. **RETURN OF RECOVERED DATA:** Recovered data (if any) will either be loaded onto a media storage device or into a cloud-based data storage location and returned to you. We are responsible for procuring, at no cost to You, either (a) the appropriate media storage device or (b) the cloud-based data storage location for a period of at least sixty (60) days. We, at Our sole discretion, will provide the recovered data (if any) back to You on the media device of Our choice.
c. **ORIGINAL EQUIPMENT RETURN:** If, at the time of making Your request for Services, You request that we will return Your original Equipment to You, We will do so. NOTE: Data recovery efforts utilized during the In-Lab Data Recovery Service may render the original Equipment inoperable. The Services do not include the repair or replacement of Your Equipment.
d. **SOFTWARE INSTALLATION:** You may need to reinstall software to Your Equipment or Your replacement media device. Installation or re-installation of any and all software shall be Your responsibility and is not included in the Services.
e. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the In-Lab Data Recovery Service typically renders your Equipment inoperable, Your original Equipment will be subject to secure disposal following an In-Lab Data Recovery attempt, unless You request that We return the inoperable original Equipment back to You at the time of making Your request for Services. To the extent possible, You should back up accessible data on the Equipment before shipping it to Our laboratory facility for an In-Lab Data Recovery attempt.

UNRECOVERABLE DATA: In some cases, Your data may not be recoverable. In such instances**,** We may, at Our sole discretion, provide a refund of the fees paid for the Services. Any such refund shall constitute Your sole remedy in respect of the unsuccessful recovery attempt. No refund shall be provided in instances whereby partial recovery of Your lost data was successful; there must be a complete loss and non-recovery of data from Your Equipment to be eligible.

WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE: Call Us at 1-800-261-9859 and explain the problem. You will be instructed on the next steps for requesting Service under this Service Plan**.** You may be required to provide proof of ownership of the Equipment. **NOTE: WE MAY NOT BE ABLE TO PROVIDE THE SERVICES IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA (SEE "SERVICE LIMITATIONS" BELOW).** Service will be provided during normal business hours only.

LIMITATION OF LIABILITY: The following clause applies to the maximum extent permitted by the applicable law. We shall not be liable for any harm caused to Your Equipment (unless proven that such harm was caused intentionally); including any consequential voidance of an OEM warranty resulting from services performed on Your Equipment in accordance with the Terms and Conditions outlined in this Service Plan. Without limiting the generality of the foregoing, We will not be liable for the condition, existence, or loss of the data You send Us or the data we recover (if any), any loss of revenue or loss of profits, or any indirect, special, incidental, or consequential damages, however caused. To the maximum extent permitted by applicable law, this limitation shall apply to any and all damages, regardless of the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether We have been advised of the possibility of loss or damages unless You prove that we caused damages to you intentionally.

The Services are limited to [two (2)] In-Lab Data Recovery Services during the Service Term. Once those services have been provided, Our obligation to provide further Services under these Terms and Conditions shall cease.

To the maximum extent permitted by applicable law**,** Our maximum liability in connection with all services provided pursuant to the Terms and Conditions of this Service Plan shall not exceed [$1,300] (the "Maximum Liability Limit") for the Service Term. In the event the aggregate sum of all service requests under this Service Plan equals [$1,300] during the Service Term, Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation. In no event will We be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We or any of our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in these Service Plan Terms and Conditions You acknowledge this limitation of liability and allocation of risk.

SERVICE LIMITATIONS:

1. **This Service Plan does not provide service for attempted data recovery, loss or damage to Your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below: a. Pre-Existing Conditions; b. Unauthorized repairs, improper installation or attachments or transportation damage; or c. Lack of manufacturer specified maintenance or improper equipment modifications.**
2. **This Service Plan does not provide services for any of the following equipment, products, or equipment components: a. Equipment that is networked-attached storage or multi-drive storage systems with the exception we will provide reasonable efforts to recover data from individual drives that have failed within the system. Each effort to recover data on an individual drive constitutes one (1) service request.; b. Equipment utilized in a manner that is inconsistent with either the design of the Equipment or the way the OEM intended the Equipment to be used; c. Components not contained with the housings of the Equipment (except for removable data storage devices, external hard drives, etc., as set forth in the definition of Equipment, above); d. Equipment with removed or altered serial numbers; e. Public rental equipment or products used in communal settings (the services will not be available for Equipment used for these purposes); f. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment; and g. Removable Flash Memory that are fully not removable from the device in which it is contained for the collection of data or any Solid State Drive or Hard Disc Drive storage devices.**
3. **This Service Plan does not provide services for any of the following costs, expenses or services: a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement; b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such; c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by Us, or the use of supplies other than those recommended by the manufacturer; d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Equipment; e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing your Equipment from, or installing an**

alternate media device into, a custom installation, unless otherwise agreed by Us at the time You request Services; f. Any perceived or actual monetary value associated with lost data; g. Repairs to or replacements of any tangible equipment or property; h. Indemnification or payment for damages to any property caused by or arising from fortuitous events; I. Service outside of the United States of America, its territories; and j. Service that is disallowed pursuant to the Office of Foreign Assets Control of the U.S. Department of the Treasury.

4. **Notwithstanding any provision to the contrary, this service agreement excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following- including any fear or threat thereof, whether actual or perceived: A. Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or B. Coronavirus (COVID-19) including any mutation or variation thereof; or C. Pandemic or epidemic, as declared as such by The World Health Organization or any governmental authority.**

CANCELLATION: You may cancel this Service Plan, during the Service Term, by informing Us of Your cancellation request and You will receive a 100% refund of the current monthly Service Plan Price, unless You have submitted Equipment for a data recovery in which case this Service Plan is fulfilled. When applicable, You shall be entitled to the Unrecoverable Data Reimbursement outlined in the **SERVICES PROVIDED-UNRECOVERABLE DATA** section.

We may cancel this Service Plan or change the Terms and Conditions only upon providing You with at least thirty (30) days' notice or other period as required by law unless we cancel for the following reasons: (1) non-payment of the Service Plan Price; (2) material misrepresentation by You to Us; or (3) a substantial breach of duties by You under this Service Plan in relation to the Equipment or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary, as decided by Us), with the effective date of and reason for cancellation. If We cancel this Service Plan for other than non-payment of the Service Plan Price, You will receive a refund based upon one hundred percent of the pro-rata monthly Service Plan Price.

DISPUTE RESOLUTION: Most disputes or disagreements between You and Us arising under this benefit can be resolved quickly by contacting Us in writing at PO Box [451], Norwalk, CT 06852-[0451]. The parties will attempt to resolve any dispute arising out of or related to these Terms and Conditions or any data recovery services requested or attempted hereunder through good faith negotiation.

LEGAL RIGHTS; INDEMNITY: The following clause applies to the maximum extent permitted by the applicable law**.** You warrant that You are the legal owner, or the authorized representative of owner of the Equipment and data submitted to Us for service under this Service Plan. You warrant that the data on the Equipment is legal and that You have the unrestricted legal right to (a) grant access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Service Plan Terms and Conditions**.** You will defend, indemnify, and hold Us (including the directors, officers, employees, agents, delegates and contractors, respectively) harmless from any claims or actions relating to the Equipment or data, or Your rights or lack of rights thereto.

COMPLIANCE WITH LAWS: You agree to comply with all applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Your Equipment**.** You acknowledge that a violation of this section could subject You to criminal or civil penalties. The media files or data licensed or

provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which Your Equipment is manufactured or received. Further, under United States of America law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons**.** You warrant You are not a restricted end-user or involved in any of the restricted activities described above, and that You will comply with and abide by these laws and regulations**.** We reserve the right to refuse service for, or return to You, any Equipment that has been determined to violate any law or regulation.

CONFIDENTIALITY OF YOUR DATA: We will use any information provided by You only for the purposes of providing the Services and will use Our best efforts to hold Your information in the strictest confidence while it is in Our possession, unless otherwise required by law or directed by law enforcement officials.

SUB-CONTRACTING OF SERVICES: We may, in Our sole discretion, engage affiliates, contractors, sub-contractors or other third-party service providers to perform or facilitate some or all of the services provided under these Terms and Conditions. By purchasing this Service Plan, you acknowledge and agree that we may share information with such third parties that we consider is reasonably necessary to administer and provide the services. Any such services performed by a third party shall be deemed to be performed by Us and shall not relieve Us of our obligations under these Terms and Conditions.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.

ENTIRE AGREEMENT: This Service Plan, including the terms, conditions, limitations, exceptions and exclusions and the purchase confirmation document, plus any other documents referred to herein, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.