

CHICAGO ELECTRONIC DISCOVERY, LLC. FORENSIC SERVICE AGREEMENT

AGREEMENT, made XXX, 2008, between CLIENT, with its office located at Street Address, City, State, Zip Code (hereinafter referred to as "Client"), and CHICAGO ELECTRONIC DISCOVERY, LLC. (hereinafter referred to as "CED"), a computer forensic and electronic discovery corporation, with its office located at 3651 W Cornelia Ave Unit A, Chicago, Illinois 60618.

WHEREAS, CED agrees to put forth its best effort to supply Client with the professional services to perform computer forensic acquisitions and investigations, electronic discovery, policy development and implementation, incident response and/or data recovery (hereinafter "Services"), and Client agrees to utilize CED for such purposes;

NOW, THEREFORE, the parties agree as follows:

1. SOLE AGREEMENT

This Forensic Service Agreement (hereinafter "Agreement") shall supersede all prior agreements and understandings between the parties with respect to the subject hereof. Additional agreements and documents between the parties, such as proposals from CED, written acceptances by the Client, or purchase orders may be attached as addenda to this Agreement. This Agreement may not be changed or terminated verbally by or on behalf of either party.

2. TERM OF AGREEMENT

This Agreement shall terminate on XXX X, 2009 unless terminated by one of the parties prior to XXXX X, 2009. Either party may terminate this Agreement by giving to the other party at least thirty (30) days prior written notice without incurring any additional charges.

3. STANDARD SERVICES

CED shall perform the Services hereunder according to the following rate structure.

- \$xxx/hr: Computer forensic, electronic discovery or incident response services (\$xxx/hr after normal business hours or weekend/holidays)
- \$xxx/hr: Policy development and implementation
- \$xxx/hr: Travel time (plus \$0.585/mi)
- \$xxx/hr: Trial testimony/deposition (three hour minimum paid in advance)

All expenses incurred performing the Service will be submitted for payment at actual cost.

4. PAYMENT

All invoices are due and payable upon receipt.

If either party terminates this Agreement, all amounts payable to CED and all amounts accrued shall immediately be due and payable.

5. CONFIDENTIAL INFORMATION

Unless otherwise required by law, Client and CED each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential or which, by the nature of the particular disclosure, ought in good faith to be treated as

proprietary, privileged, and/or confidential (hereinafter "Confidential Information"). CED and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a "need to know" basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if CED encounters evidence of a violation of state or federal law, CED may be legally required to report the evidence to law enforcement or other appropriate entities (i.e. prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, CED will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by CED unless it is of a nature that would require the defense attorney to disclose it. Child Pornography is illegal to possess and will be immediately reported to law enforcement.

6. INSTRUCTIONS FROM ATTORNEY

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that CED shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged CED to perform Services on behalf of a third party client, CED shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

7. WORK PRODUCT

All work products developed by CED specifically for the Client in connection with the Services shall be deemed to be the property of Client. Client acknowledges and agrees that to the extent CED uses generalized or pre-existing work products (e.g., surveys or computer programs) in the course of performing the Services, CED shall retain all ownership and title in and to all such work products.

8. ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Client acknowledges that the equipment, data, media or other electronic devices (hereinafter "Digital Artifacts") targeted for inspection may be damaged prior to CED receipt, and Client further acknowledges that the efforts of CED and/or its suppliers to complete the Services may result in the destruction of or further damage to the Digital Artifacts. CED for itself and its suppliers will not assume responsibility for additional damage that may occur to the Client's Digital Artifacts during CED's efforts to complete the Services.

9. WARRANTIES AND REMEDIES

Recovery of data is not guaranteed or warranted in any way by CED. Each Digital Artifact which will be returned to Client shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in CED's possession.

10. OWNERSHIP OR RIGHT OF POSSESSION

Client warrants to CED that it is the owner of, and/or has the right to be in possession of, all Digital Artifacts furnished to CED; that Client has permission and/or rights to enter and acquire/capture any and all Digital Artifacts from premises where computer evidence may be located; that Client hereby grants permission and/or rights to CED to enter and acquire/capture any and all Digital Artifacts from premises; and that Client will defend, at its expense, indemnify, and hold CED and its suppliers harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against CED resulting from Client's breach of this section.

11. LIABILITY OF CED AND ITS PERSONNEL

CED agrees to hold Client harmless from any and all injury to persons or damage to the property of Client or of any employee of Client which arises out of CED's negligent performance under this Agreement, provided that client expressly agrees that CED shall not be liable to Client for any act or omission of CED which is the cause of loss or injury to Client or any third party. Notwithstanding any other provision of this Agreement to the contrary, the CED's total liability to Client arising out of this Agreement and/or the termination hereof for any losses, claims, costs or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Client to CED in respect of Services performed hereunder. IN NO EVENT SHALL CED BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER, CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, ERRORS OR OMISSIONS, OR OTHERWISE, AND WHETHER OR NOT CED HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

12. CONTROLLING LAW AND ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. In the event legal action or arbitration is commenced by either party in connection with this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs, including expert witness' costs, expended by the prevailing party in connection with such action.

13. NOTICES

Any and all notices, invoices, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To CED:

Chicago Electronic Discovery, LLC.
Attn: Chee-Young Kim, President
3651 W Cornelia Ave Unit A
Chicago, IL 60618-5371
email@chicago-ediscovery.com

To Client:

Attn: _____

Phone: _____
Fax: _____
Email: _____

14. GENERAL PROVISIONS

A. This agreement does not constitute CED an agent, partner, or legal representative of Client for any purpose whatsoever; it being understood between the parties hereto that CED is to act as an independent contractor and is not authorized to make any contract, agreement, warranty, or representation on behalf of the Client.

B. Failure of either party to act or exercise its rights under this agreement upon the breach of any other terms hereof by the other party shall not be construed as a waiver of such a breach or prevent said party from thereafter enforcing strict compliance with any or all of their terms thereof.

C. This Agreement contains the entire Agreement between the parties with the exception only of those addenda, which are an integral part of this Agreement. Any representations, promises or conditions not incorporated herein or in the attached addenda shall not be binding upon the respective assigns and successors of Client and CED. It may not be modified or amended except in writing.

D. CED is an equal opportunity employer and fully supports the letter, spirit and intent of Title VII of the 1964 Civil Rights Act and Executive Order 11246 calling for viable, affirmative action programs.

E. CED agrees that it will not assign this Agreement without the prior written consent of Client, which consent will not be unreasonably withheld.

F. CED agrees that, in connection with the performance of its obligations hereunder, it will comply with and observe all laws, rules and regulations applicable to it and, further, it will not make or offer to make any payments to, or confer or offer to confer any benefit upon any employee, agent or fiduciary of any third party (including without limitation, any government agency or instrumentality thereof) with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business or affairs of such third party without the knowledge and consent of such third party.

This Agreement supersedes any and all agreements between both parties prior to the date first written above.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

APPROVED: **CLIENT**

BY: _____ DATE: _____

NAME AND TITLE: _____

ACCEPTED: **CHICAGO ELECTRONIC DISCOVERY, LLC.**

BY: _____ DATE: _____

NAME AND TITLE: _____