



Paraben Corporation Digital Forensic Services

Please make sure that you have signed and returned your letter of engagement and paid the appropriate retainer fee. Depending on the type of processing required you will receive the information back at different time intervals, please be patient. Your representative will get the required information and provide you status updates as they receive them from the forensic examiner on the case.

Please ship all items to the following location via a signed carrier service.
(Federal Express, UPS, DHL)

Paraben Corporation
Attn: Digital Evidence
2880-D1 Santa Maria Way
Santa Maria, CA 93455

If court testimony might be required for your examination please inform your representative prior to sending the items into the address above.

Thank you,
Paraben Corporation

Paraben Corporation
P.O. Box 970483, Orem Utah 84097
www.paraben.com

Consulting Agreement – Basic Forensic Analysis

Paraben Corporation ("Paraben") will provide to _____ ("Customer") the consulting services ("Services") described below. A copy of Paraben's standard Terms and Conditions under which Services will be performed is attached as Exhibit A. If any inconsistencies exist between the terms in an Exhibit and this letter, the terms of this letter shall control.

In performing the Services, Paraben shall prepare and deliver to Customer the following deliverables:

1. Forensic image and report of digital evidence on a handheld device.

Service Rates
Basic-Forensic Exam (\$500)
Forensic Analysis (\$250/hr, 4 hour minimum)
Expert Testimony (\$450/hr, 4 hour minimum)

A retainer fee of \$500.00 will be assessed for the Services before Services will be performed. Customer agrees to pay Paraben for any shipping charges authorized by Customer. Paraben will refund the retainer if Paraben is unable to perform the basic exam. Services may be canceled only before the device is received by Paraben. If the Handheld Evidence Handling Kit is not returned in tact and undamaged, a \$50.00 fee will be assessed. The device to be examined shall be mailed via a carrier service to the address provided on the cover of this agreement.

If Customer requests any changes to the Services, Paraben reserves the right to assess a \$5,000.00 additional retainer fee before additional work begins and adjust the completion date and/or total fees for the Services. Should any unexpected problems or delays occur that are beyond the reasonable control of Paraben, Paraben reserves the right to adjust the completion date. The total fees for the Services cannot be currently estimated, but will not exceed the retainer amount without prior written authorization. If, as milestones are reached the customer requests more work to be done on the part of Paraben then this letter will be extended to cover same as long as both parties continue to agree to its term. All additional work requested will be billed at the same agreed upon billable rates established below. If Paraben suspects the device(s) to be examined contain(s) any questionable or suspected criminal data, Paraben reserves the right to turn over the device to the appropriate authorities. Paraben holds no liabilities for the device, any data, or possession of such data.

This Letter (including the attached Exhibits which are incorporated herein) forms the entire agreement of the parties, and cancels and supersedes any and all prior understandings and agreements, oral or written, between the parties related to the subject matter hereof. This Letter may not be modified or waived, in whole or in part, except by written amendment signed by authorized representatives of each party. None of the terms of Customer's purchase order or any like documents shall supersede the terms and conditions of this Letter. This Letter shall be governed by and construed in accordance with the laws of the State of Utah, excluding its conflict of laws rules.

ACCEPTED AND AGREED TO:

PARABEN

(CUSTOMER)

Signature

Signature

Name

Name

Title

Title

Date

Date

Attachments: Paraben Terms and Conditions for Consulting Services, Exhibit A

Exhibit A

These terms and conditions shall govern the provision of Services by Paraben to customer.

Compensation. Customer shall pay Paraben for the Services in accordance with the following payment schedule: due on receipt. The project will be billed on a monthly basis. All travel and out-of-pocket expenses shall be invoiced monthly as incurred. In addition to all amounts due for Services hereunder, Customer shall pay or reimburse Paraben for all taxes resulting from the Services, except for any taxes based upon Paraben's net income.

All invoices sent to Customer are due upon receipt. Customer shall pay a one and one-half percent (1-1/2%) monthly late charge, or the maximum amount allowed by law, on any amounts not paid within thirty (30) days after receipt of the applicable invoice. Paraben may discontinue providing Services if Customer fails to pay any amount due hereunder when due.

Confidential Information. In performing Services hereunder, Paraben may (i) be provided with or have access to certain written information about Customer's business which Customer considers confidential and proprietary to Customer, and (ii) disclose to Customer certain written information that Paraben considers proprietary and confidential to Paraben. All such information, and the terms of this Agreement, shall be deemed "Confidential Information" hereunder.

Confidential Information shall not include: (i) information that is or becomes in the public domain through no fault or act of the receiving party; (ii) information that was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (iii) information that was provided to receiving party by a third party under no duty of confidentiality to the disclosing party; or (iv) information that is required to be disclosed by law, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved. The burden of proving that certain information falls within the exceptions set forth above shall be upon the receiving party.

Each party acknowledges and agrees that all Confidential Information is confidential and proprietary, and is the sole and exclusive property, of the disclosing party. Each party agrees not to use or disclose to any third party the other party's Confidential Information for any purpose other than as required to perform its obligations hereunder, in which event, such use or disclosure shall be subject to an agreement by such third party to maintain the confidentiality of such Confidential Information. Each party shall take the same reasonable measures necessary to prevent any disclosure by its employees, agents, contractors or consultants of the other party's Confidential Information as it applies to the protection of its own Confidential Information, but in no event less than a reasonable degree of care. Each party's obligations of non-use and non-disclosure of the other party's Confidential Information shall survive for a period of three (3) years after the completion of the Services.

Right to Hire Employees of the Other Party. Customer acknowledges that Paraben's employees are an integral part of its business and that Paraben uses maximum efforts to prevent losing such employees. As a material inducement to Paraben to enter into the Agreement, Customer covenants and agrees that, during the term and for a period of one (1) year thereafter, neither Customer nor Paraben will knowingly solicit or hire away any employee of the other Party, unless such solicitation or hiring is explicitly agreed to in writing by the other Party. In the event Customer does hire or engage one of YOUR COMPANY's NAME employees, then Customer shall

compensate Paraben in the amount of one (1) years' salary, plus bonuses and training expenses of such employee.

Disposition: At the conclusion of this project, customer will receive a copy of findings in the form of a formal report and supporting files in a digital format. At this point customer will have the option to have any related documents and/or materials that Paraben does not need to retain in its files: (i) authorize Paraben to destroy same, (ii) have Parabenre turn all such doucuments and/or materials to customer. Paraben will retain the right to exercise option (i) if there is no response from customer within five (5) days from the end of this project. If the customer requests Paraben to retain materials received during the course of this project then a \$250 a month fee per 20 gigabytes of data retained and/or a \$250 a month fee per physical unit retained will be assessed on a monthly basis until such time as Customer requests Paraben to either destroy or return said materials.

Discovery of Suspect Data If Paraben Corporation discovers in the process of examination potential suspect illegal materials. Said data and associated data will immediately be turned over to the athorties.

Warranties and Disclaimers. Paraben warrants to Customer that the Services will be performed in a workmanlike manner. Customer's exclusive remedy, and Paraben's sole liability, for any breach of the foregoing warranty shall be, at Your Company's Name option, reperformance of, or a refund of the amount paid for, such non-conforming Services. PARABEN DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER. The Services and Deliverables provided by Paraben do not assure the security of any computer system, nor does Paraben warrant the performance of, or security provided by, any software, hardware or computer system configuration.

Termination: Either party may terminate this agreement upon not less than 30 days prior written notice.

Limitation of Liability. IN NO EVENT SHALL PARABEN OR ITS AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, OR ANY UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S COMPUTERS, COMPUTER SYSTEMS, DATA FILES, PROGRAMS OR INFORMATION) IN CONNECTION WITH THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER. IN NO EVENT SHALL PARABEN'S TOTAL LIABILITY EXCEED THE FEE PAID TO PARABEN BY CUSTOMER FOR THE SERVICES PROVIDED HEREUNDER.