

CLARIS WORLDWIDE FILE RECOVERY SERVICE

Claris International Inc. ("Claris") will use reasonable efforts to recover your damaged Claris FileMaker® files provided you have contacted a Customer Support Representative and submitted the following materials:

1. A completed and signed File Recovery Authorization Form must be sent to Claris. Please be sure to complete the form in its entirety. If you are submitting this file on behalf of an organization, the form must be completed and signed by an authorized representative of that organization.
2. A download link or other media type with your database files on it. Claris will return the recovered file via a download link or original media if possible.
3. Your Customer Support case number you received when you called into Claris Customer Support.
4. A fee of US \$500.00 per file may be charged. We will call you to collect payment information if necessary. There is a US\$75 initial processing fee for all File Recovery services (included in the US \$500 fee). Note that this fee covers Claris's administrative costs and will not be refunded in the event Claris is unable to repair your file(s).
5. Claris will provide File Recovery services for the following versions:
 - FileMaker Pro 11 files (.fp7 format)
 - FileMaker Pro 12 and later files (.fmp12 format)

If you are using an earlier version of FileMaker Pro, you must upgrade to FileMaker Pro 11 or later before you submit your file(s). All recovered .fp7 files will be returned in the .fp7 format and all recovered .fmp12 files will be returned in the .fmp12 format.

6. Upon receipt of the above-referenced items, Claris will use reasonable efforts to recover your corrupt files. Note that the service is intended to gain access to a file that cannot be opened (even after a standard recover) so that an attempt can be made to export the data from the damaged file and import it into a known good clone.

Claris reserves the right to change its repair policy without notice. Please allow a minimum of fifteen (15) business days for this request to be processed.

Please sign and complete this form and provide it to the Claris Customer Support Representative.

FILE RECOVERY AUTHORIZATION FORM

Claris International Inc. ("Claris") is willing to use reasonable efforts to recover the damaged FileMaker Pro file(s) ("FMP File(s)") identified below, subject to the following:

1. By signing this form, Requester represents and warrants that Requester either owns or has licensed all the rights necessary and authorizes Claris to repair the FMP File(s). Requester hereby authorizes Claris to repair and return the FMP File(s) as appropriate, at Claris's discretion.
2. Requestor must maintain the original FMP File(s) and a backup of such files and send to Claris only a copy of the Claris File(s).
3. Requester will indemnify, hold harmless and, at Claris's request, defend Claris and Claris's affiliates, directors, officers, employees, agents and independent contractors from and against any and all claims, liabilities, damages, losses and expenses, arising out of or in connection with Claris's efforts, and any success or failure, to repair the FMP File(s) and/or the return of the FMP File(s) by Claris, and any violation or claimed violation of any third parties' rights arising in whole or in part from the grant of rights to Claris hereunder or Claris's exercise of any such rights.
4. Claris's services hereunder are provided "AS IS" and any and all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Claris will not be liable to Requester or any other party for any damage, destruction or loss of the FMP File(s), failure to repair the FMP File(s), or disclosure of some or all of the data contained in the FMP File(s). Without prejudice to the foregoing, at Requester's request, Claris will use reasonable efforts not to disclose the data contained in the FMP File(s). Claris shall not be liable for any damages, including any consequential, incidental, indirect, or special damages (including without limitation damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this agreement and the services and results provided hereunder even if Claris has been advised of the possibility of such damage.
5. Claris will protect Requester's Confidential Information from unauthorized dissemination and/or use with the same degree of care that Claris uses to protect and safeguard its own like information, but in no event less than reasonable care. For the purposes of this Agreement, "Confidential Information" means any nonpublic information disclosed to Claris or Claris's employees, agents or contractors in the course of conducting the File Recovery process, but does not include any information which: (a) Claris can demonstrate to have had rightfully in its possession prior to disclosure by Requester; (b) is now or subsequently becomes generally available to the public through no fault or breach on the part of Claris; (c) is independently developed by Claris without the use of any Confidential Information; or (d) Claris rightfully obtains from a third party who has the right to transfer or disclose it without limitation. Claris may disclose Confidential Information if and only to the extent that such disclosure is clearly required by applicable law, provided that Claris shall, prior to making any such disclosure: (i) provide Requester with prompt written notification of the required disclosure; (ii) provide Requester with the complete content of the proposed disclosure; and (iii) cooperate with Requester's efforts to obtain protective treatment of Confidential Information.
6. Requester acknowledges that Claris, in its sole discretion, may refuse to repair FMP File(s) notwithstanding any commitments or representations made by Claris. Specifically, Claris may refuse to respond in its sole discretion if Claris identifies another party's ownership of the solution or files, evidence of hacking or tampering, a time bomb or similar device, if the file contains a deactivated master password, or if the Requester has previously been denied by Claris for any reason.
7. This is the entire agreement between Requester and Claris regarding the repair of the corrupt FMP File(s) and the return of the FMP File(s) by Claris.

If Requester would like Claris to attempt to recover the FMP File(s) as set forth herein, please complete the information below, have an authorized representative sign below, and return an executed copy of this letter to Claris with the FMP File(s).

Please fill out all the shaded parts of this form completely and include it with the database(s) that you want to submit to the Claris Worldwide File Recovery Service. Incomplete forms will not be accepted and therefore file recovery services will not be performed.

CUSTOMER SUPPORT CASE NUMBER:

To submit a file to the Claris Worldwide File Recovery Service, you must contact Claris Customer Support and obtain a valid 8-digit case/reference number. Enter the Customer Support case / reference number below:

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CONFIDENTIAL INFORMATION:

If your database contains any of the following, please call Claris Customer Service to discuss further. Do not send any of the information to Claris.

- Credit card information Medical data, health information, or any other data protected under HIPAA or related laws
- Bank account information
- Social security numbers
- Any other highly sensitive confidential information



I verify that the information in the database I am sending to the Claris Worldwide File Recovery Service does not contain any of the types of highly sensitive and confidential data listed above.

DATABASE INFORMATION:

Include the filename, full access account name and password of the database you are sending into the Claris Worldwide File Recovery Service. If you are sending in multiple files, include the filenames, full access account names and password for each database you are sending.

Name of FileMaker Pro file:

Full access account name:

Full access password:

Version of FileMaker Pro used to create your solution:

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Version of FileMaker Pro you are currently using:

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Operating system(s) used:

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If file is unrecoverable will recovered data be sufficient?

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How many records are expected for each file?

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What is the file size of the original file?

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What is the file size of the damaged file?

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What is the dialog / message you see when you try and open the damaged file (if applicable)?

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What is the dialog / message you see when you try and open the recovered file (if applicable)?

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CONTACT INFORMATION

Enter in your personal contact information here. If you are representing an Organization, you must correspond with Claris Customer Support via your business email.

Printed Name	
Organization / Company	
Address	
Phone Number	
Email Address	
Signature	