

FileMaker Worldwide File Recovery Service

FileMaker, Inc. ("FMI") will use reasonable efforts to repair your damaged FileMaker® files provided you have contacted a Technical Support Representative and submitted the following materials:

1. A completed and signed File Recovery Authorization Form must be sent to FMI. FMI must have an original signature, so faxes and copies will not be accepted. 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 and you must enclose your business card.
2. A CD with your database files on it must also be sent to FMI. If a repair is required, FMI will return the file on CD. FMI will not otherwise return media.
3. You must enclose a License Key or Volume License Agreement Number; otherwise, your file(s) WILL NOT be processed.
4. A fee of \$500.00 per file. Please provide your credit card number as requested on the File Recovery Authorization Form. There is a \$75 initial processing fee for all File Recovery services (included in the \$500 fee). Note that this fee covers FMI's administrative costs and will not be refunded in the event FMI is unable to repair your file(s).
5. FileMaker will provide File Recovery services only for FileMaker Pro 8, FileMaker Pro 8.5 and FileMaker Pro 9 files. If you are using an earlier version of FileMaker Pro, you must upgrade to FileMaker Pro 8, FileMaker Pro 8.5 or FileMaker Pro 9 before you submit your file(s). All recovered files will be returned in the .fp7 format.

Upon receipt of the above-referenced items, FMI will use reasonable efforts to repair your corrupt files. FMI reserves the right to change its repair policy without notice. Please sign and complete this form and mail it with the other items listed above to the following address:

FileMaker, Inc.
Attn: <Name of Technical Support Representative with whom you spoke>
FileMaker File Recovery Service
5201 Patrick Henry Drive, Mail Stop: C-12
Santa Clara, CA 95054-1171

Note: the original signed File Recovery Authorization Form must be MAILED to FMI, as faxed or email documents are not acceptable.

File Recovery Authorization Form

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

- (1) By signing below, Requester represents and warrants that Requester either owns or has licensed all the rights necessary and authorizes FMI to repair the FMP File(s). Requester hereby authorizes FMI to repair and return the FMP File(s) as appropriate, at FMI's discretion.
- (2) Requestor must maintain the original FMP File(s) and a backup of such files and send to FMI only a **copy** of the FMP File(s).
- (3) Requester will indemnify, hold harmless and, at FMI's request, defend FMI and FMI'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 FMI's efforts, and any success or failure, to repair the FMP File(s) and/or the return of the FMP File(s) by FMI, and any violation or claimed violation of any third parties' rights arising in whole or in part from the grant of rights to FMI hereunder or FMI's exercise of any such rights.
- (4) FMI'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. FMI 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, FMI will use reasonable efforts not to disclose the data contained in the FMP File(s). FMI 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 FMI has been advised of the possibility of such damages.
- (5) Requester acknowledges that FMI, in its sole discretion, may refuse to repair FMP File(s) notwithstanding any commitments or representations made by FMI. Specifically, FMI may refuse to respond in its sole discretion if FMI 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 FMI for any reason.
- (6) This is the entire agreement between Requester and FMI regarding the repair of the corrupt FMP File(s) and the return of the FMP File(s) by FMI.

If Requester would like FMI to attempt to repair 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 and the relevant payment or payment details to FMI with the FMP File(s) on electronic media by mail.

Accepted and Agreed to:

By (Signature): _____
 Printed Name: _____
 Title: _____
 Date: _____
 Organization*: _____
 Address: _____

 Phone: _____
 Fax: _____
 Email: _____

***If you are representing an Organization, you must enclose your business card.**

SKU & Description	Price Per File	Quantity	Total
SKU TD999G / A (Processing Fee)	US\$75		
SKU TD998G / A (File Recovery Fee)	US\$425		
Sales Tax (where applicable)			
Total Due			

Method of Payment:

MasterCard Visa American Express

Credit Card Number: _____ Exp. Date: _____

Cardholder's Name (Please Print): _____

Cardholder's Signature: _____ Date: _____

Payments must be made in U.S. dollars and are non-refundable in the event FMI is unable to repair your File(s). There is a \$75 initial processing fee for all File Recovery services. Note that this fee covers FileMaker's administrative costs and will not be refunded in the event FileMaker is unable to repair your file(s).

File Information

FMP File(s): _____

Known Account Names & Passwords:

FileMaker Pro License Key or Site License Number:

NOTE: If a License Key or Volume License Agreement Number is not provided, files WILL NOT be processed.

File was created in (circle one):

FileMaker Pro: 3.0 4.x 5.x 6.0 7.0 8.x 9.0

Current version in use:

FileMaker Pro: 8.0 8.5 9.0

Platform(s):

Windows: Windows 2000, Windows 2003, Windows XP, Windows Vista

Mac OS: 10.3, 10.4, 10.5

File Details:

What was happening when the file became damaged? (Please be specific)

Will recovered data be sufficient? _____

How many records are expected for each file? _____

Dialog after opening the file: _____

Dialog after recovering the file: _____

What is the file size of the original file? _____

What is the file size of the damaged file? _____

(Please do not zip or stuff the damaged file prior to sending FMI)

Call Information

Name of FMI Technical Support

Representative with whom you spoke: _____

FMI Technical Support Case Number _____

Please allow a minimum of 15 business days for this request to be processed.

Stay informed. We'll keep you up to date with FileMaker news, software updates, and special offers. If you would rather not receive this information, please check this box

You're in control. You have access to your personal information and contact preferences. To review and update your personal contact information, contact Customer Assistance at (800) 325-2747. To learn how FileMaker safeguards your personal information, please review the FileMaker Customer Privacy Policy at www.filemaker.com/legal/notice_privacy.