

**Secure Destruction
Request and Understanding**

The undersigned has requested DataSafe to provide services related to the destruction of documents or the destruction of the data contained on tape, disk or other media. [Upon completion of the destruction process, DataSafe will provide the undersigned with a certificate of data destruction with regard to documents or data destroyed.]

The undersigned represents, warrants and agrees that (a) the undersigned is and will be the owner or legal custodian of the documents or media that are the subject of this letter and has and will have full authority to deal with such documents or media as anticipated by this letter and (b) such documents or media are not and will not be inherently dangerous, hazardous, illegal, perishable, breakable or of a character likely to cause damage to the premises or equipment of DataSafe. The undersigned agrees to indemnify and hold harmless DataSafe against all claims and liabilities for any harm or damage that DataSafe or any other person may suffer by reason of any breach of such representation and warranty.

The undersigned understands that DataSafe is not responsible for any of the residual data on the documents or media in the event that any such data remains after the DataSafe destruction process is finished. In addition, in the absence of gross negligence or willful misconduct, DataSafe shall not be liable for any damage sustained on account of the destruction services provided. In no event shall DataSafe be liable for incidental, consequential, special or punitive damages, however caused and regardless of whether an action is brought in tort, contract or other theory.

_____/ _____
Company Name / Date

_____/ _____
Signature / Print Name

_____/ _____
Mailing Address / City, State, Zip Code

_____/ _____
Email Address / Phone #