

COMPUTER FORENSIC INTAKE RECEIPT AND AGREEMENT

Received of _____, hereinafter referred to as "User", the sum of \$ _____ on the date indicated below for payment in full for forensic computer intake services provided by KBSolutions Inc. in accordance with criteria stipulated by the Probation Services of the State of Colorado, treatment providers, and this document.

The User's signature below indicates (s)he is the owner of the computer(s) covered by this agreement or has the owner's consent for these services, and that the User acknowledges and voluntarily agrees:

1. KBSolutions will catalogue and examine all computer(s) and related equipment used by the User and located at _____.
2. KBSolutions will utilize EnCase®, or similar forensic software to view and/or image the User's entire computer and related equipment and inspect the computer or image for any and all evidence of computer use or stored material prohibited by law, conditions of probation, computer use agreements, or court order. User understands and agrees that KBSolutions will report any results of this inspection to User's Probation Officer, User's treatment providers upon request, and the computer owner(s) upon request.
3. KBSolutions will utilize specialized software to remove any inappropriate or unauthorized material from User's computer and "clean" slack space and unallocated space on User's hard drive.
4. KBSolutions may install Spector®, or similar computer monitoring software on User's computer system. The User understands this software captures the User's entire computer use for retrieval by probation officers, treatment providers, or KBSolutions in accordance with established conditions of probation and/or treatment. User further understands that once KBSolutions begins the computer intake process or installs the monitoring software, (s)he has no expectation of privacy regarding all computer use and/or information stored on his/her computer.
5. The User further understands that engaging in private conversations with third parties, which would be recorded by said monitoring software, could be a violation of law and agrees to notify all third parties their private conversations are being recorded. Such private conversations include instant messaging and/or participation in or visiting chat rooms. The User hereby also agrees to notify all users of the computer that their usage is monitored and they should have no expectations of privacy concerning their use of the computer.
6. The User understands they have a right to refuse the above listed services and hereby voluntarily consents to them. Further, the User understands and agrees that information gathered during the computer intake inspection and/or by said monitoring software may be used against him/her in subsequent court actions regarding his/her computer use and conditions of probation or treatment. The User hereby agrees to hold KBSolutions harmless for any direct, indirect, incidental, special, or consequential damages whatsoever as a result of any actions taken by the Court or treatment providers which were based wholly or in part on the information gathered by this computer intake and/or the monitoring software.
7. All software utilized during this process are commercially available software applications installed and utilized on computer systems nationwide. While there are no known conflicts or defects in these software packages, User indicates by his/her signature below that User accepts all responsibility and risk for the computer intake and software installation and use on his/her computer. Further, User agrees to hold harmless the Probation Department, treatment providers, and KBSolutions Inc. for any direct, indirect, incidental, special, or consequential damages whatsoever, including but not limited to, loss of revenue or profit, lost or damaged data, or other personal, commercial or economic loss as a result of the computer intake and/or use of the filtering/monitoring software.

Signed this _____ Day of _____, _____

(User's Name Printed)

User's Signature

Jim Tanner, Ph.D.
President, KBSolutions Inc.

For KBSolutions Inc.