

Service level required- (please check one) Standard Service ___ Expedited Service ___

Primary Contact Information-

Name: _____ Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: (primary) _____ Phone: (secondary) _____ Fax: _____

Email: _____ Referred by: _____ Search engine used: _____

Media Information-

Number of Devices: _____ Bare ___ In machine ___ Make: _____ Model: _____ Total Size: _____

Serial Number/s: _____ **System Platform-** (please check one) Microsoft ___ Mac ___ Linux ___ Unix ___ Other: _____

Failure Summary- (please describe briefly what happened)

Folders and Files Needed-

My Drive/Data is Encrypted- Yes ___ No ___ **I would like to donate my failed drive after recovery-** (please check one) Yes ___ No ___

THIS AGREEMENT is between DrDataSaver and the client named above, hereinafter referred to as CLIENT. **NO DATA-NO COST GUARANTEE.** If DrDataSaver is unable to recover requested folders and files, then there are no labor charges to CLIENT. Partial recoveries will be negotiated if CLIENT is interested. DrDataSaver agrees to use its best effort to attempt said recovery, and CLIENT agrees that DrDataSaver is in no way liable in the event DrDataSaver is unsuccessful in recovering CLIENT'S data and CLIENT acknowledges that the returned media with the recovered data will not be bootable and that operating systems and application programs will not be usable. Please note that you may receive back more data than you request and this does not add extra cost. **DrDataSaver ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND/OR PROPERTY WHILE PERFORMING DATA RECOVERY PROCEDURES OR DURING THE REMOVAL OF FAILED MEDIA FROM THE HOST COMPUTER OR DURING SHIPMENT OR FOR UNINSURED SHIPMENTS. MANUFACTURER WARRANTY MAY BE VOID.** Although most manufacturers will honor product warranties following data recovery procedures, in no way shall DrDataSaver be liable if CLIENT'S computer/media manufacturer's warranty is VOID due to any action taken by DrDataSaver. **SERVICES ESTIMATE.** DrDataSaver has estimated the initial cost of evaluating CLIENT'S media to be FREE for one each standard single drives and all removable media with the exception of tapes, MO and other media/configurations deemed hybrid by DrDataSaver and will be priced outside of this agreement. Evaluation fee for each additional media is ninety-nine dollars (\$99). Evaluation fee for drives which have the factory seals broken is one hundred ninety-nine dollars (\$199). Should CLIENT wish to have this evaluation performed on an expedited basis, the initial cost is two hundred ninety-nine dollars (\$299). This evaluation fee is non-refundable and separate from recovery procedure costs. All amounts are in US currency. DrDataSaver will notify Client with an estimate for the data recovery. Upon signed approval or response email of the cost estimate, Data will proceed with the recovery. DrDataSaver will retain CLIENT data (images and or logical data) for fourteen (14) business days after expected delivery of the completed project to insure completeness and reintegration of the recovered data. **INITIAL PAYMENT AND FINAL PAYMENT.** CLIENT agrees to pay DrDataSaver for all services provided to CLIENT as described above. Expedited and hybrid diagnostic fees are payable upon receipt of the media and will be applied to the initial review labor. The CLIENT'S final bill is due and payable upon receipt of an invoice from DrDataSaver. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. Recovery rates during normal business hours are eighty five dollar (\$85) per hour. After- hours and/or expedited work shall be billed at one hundred fifty dollars (\$150) per hour. CLIENT agrees that hours worked on after-hours projects will be billed for all time whether or not the requested data is recovered. Hours quoted (billable hours) include engineering, management and administrative support. Hours quoted are typical for a given failure mechanism. Complex, hybrid recoveries may be quoted as a flat job cost. CLIENT agrees that all charges are to be applied to the initial account (credit card initially presented for diagnostic fee) unless otherwise instructed. If a different method of payment for the final invoice is required then prior arrangements must be made. Payment includes all applicable taxes, if applicable, including but not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. Proof of your tax-exempt status must be presented up front. DrDataSaver will refund taxes after a transaction has been made at a cost of 6% of the invoice total. **CLIENT PROPERTIES.** CLIENT agrees that all submitted media and associated hardware may be destroyed by DrDataSaver if CLIENT does not respond within 21 days of DrDataSaver's last email prompting CLIENT'S decision/permission to; proceed with the project, decline the project, ship back or destroy the properties. DrDataSaver assumes abandonment after this time frame. CLIENT agrees that the email account given to DrDataSaver at the initial submission of the properties and/or during the duration of the project, will be used for this correspondence. If an email account is not available, CLIENT agrees that DrDataSaver holds no liability for destroyed properties if attempted contact by phone fails. **COLLECTION.** Any delinquent account will bear interest from its due date until paid at the highest rate permitted by law. Additionally, CLIENT shall if final bill is placed with a collection agency pay the collection fee made necessary, which fee shall be 25% of the amount of the final bill and any interest that has accrued. If the final bill is placed in the hands of an attorney for collection or is collected by legal proceedings of any kind, CLIENT agrees to pay a reasonable attorney's fee which shall not in any event be less than 10% of the amount of the final bill and interest from the invoice date at the highest rate permitted by law. **CONFIDENTIALITY.** DrDataSaver acknowledges that the information contained on the media is confidential, and DrDataSaver shall not disclose any of such information to third parties except (i) pursuant to a final, non-appealable court order or (ii) as required by federal, state or local law. **ENTIRE AGREEMENT AND ENFORCEMENT.** This Agreement (including any Addenda) constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement must be made in writing and signed by both parties and, accordingly, any terms on your ordering documents shall be of no force or effect. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees. **LAW:** This agreement shall be construed under and in accordance with the laws of the state of Texas, and all obligations of the Parties created in this Agreement are performable in Dallas County, Texas, United States of America. I am a duly authorized agent/delegate of the company/person named above with authority to make final decisions regarding this data recovery project and agree to all terms and conditions of this contract.

Signed: _____ **Date:** _____