



### Start a Data Recovery Form

Standard Service \_\_\_\_\_ Expedited Service (Additional Charges Apply) \_\_\_\_\_

#### 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: \_\_\_\_\_ Drive Size: \_\_\_\_\_

Serial Number(s): \_\_\_\_\_ System Platform: Windows \_\_\_ Mac \_\_\_ Linux \_\_\_ Unix \_\_\_ Other: \_\_\_\_\_

Can we break the seals on the media? Yes \_\_\_ No \_\_\_ Is this data being recovered for possible legal action? Yes \_\_\_ No \_\_\_

#### Failure Summary (Please describe the specifics of your problem(s) below)

\_\_\_\_\_  
\_\_\_\_\_

#### Folders and/or Files Needed (Please list and prioritize folders and/or files as success rates vary)

\_\_\_\_\_  
\_\_\_\_\_

#### Terms and Conditions

THIS AGREEMENT is between 24 Hour Data, hereinafter referred to as "DATA", and the client named above, hereinafter referred to as "CLIENT". **NO DATA NO CHARGE GUARANTEE.** If DATA 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. Expedited and hybrid diagnostic fees are non-refundable. DATA agrees to use reasonable commercial efforts to attempt said recovery, and CLIENT agrees that DATA is in no way liable in the event DATA is unsuccessful in recovering CLIENT'S data. CLIENT expressly 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. This is because, typically, all data is available after procedures. **DATA ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND/OR PROPERTY WHILE PERFORMING DATA RECOVERY. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT SHALL NOT SEEK TO HOLD DATA LIABLE IN ANY WAY FOR LOSS OF DATA, DAMAGE TO COMPUTERS, SOFTWARE OR OTHER PROPERTY, THE VOIDING OR IMPAIRMENT OF ANY COMPUTER WARRANTY OR ANY OTHER LOSS OR DAMAGES THAT MAY RESULT FROM PERFORMANCE OF THE REQUESTED DATA RECOVERY COVERED BY THIS AGREEMENT.** **SERVICES ESTIMATE.** DATA will provide one (1) free cost estimate for recovery of each standard single drive and all removable media with the exception of tapes. The evaluation fee for each additional media is ninety-nine dollars (\$99.00), per media. The evaluation fee for drives which have the factory seals broken is ninety-nine dollars (\$99) per drive. Should CLIENT wish to have this evaluation performed on an expedited basis, the evaluation fee is two hundred sixty-nine dollars (\$269.00) per drive or media. This evaluation fee is non-refundable and separate from recovery procedure costs. All amounts are in US currency. DATA will notify Client with an estimate for the data recovery. Upon signed approval of the estimate or email response acknowledging the cost and authorizing the services, DATA will proceed with the recovery. DATA will retain CLIENT data (images and or logical data) for five (5) business days after expected delivery of the completed project to insure completeness and reintegration of the recovered data. MO and other media/configurations deemed hybrid by DATA and will be priced in a separate written estimate to be agreed to by the parties. **INITIAL PAYMENT AND FINAL PAYMENT.** CLIENT agrees to pay DATA 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 engineer's review labor. The CLIENT'S final bill is due and payable upon receipt of an invoice from DATA. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. Recovery engineer rates during normal business hours are eighty-five dollars per hour (\$85.00) per hour. After-hours and/or expedited work shall be billed at one hundred fifty dollars (\$150.00) per hour. **CLIENT expressly agrees that hours worked on after-hours projects will be billed for all time whether or not the requested data is recovered.** Billable hours shall include engineering, management and administrative support. 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, 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. **CLIENT PROPERTIES.** CLIENT agrees that all submitted media and associated hardware may be destroyed by DATA if CLIENT does not respond within 21 days of DATA'S last email prompting CLIENT'S decision/permission to: proceed with the project, decline the project, ship back or destroy the properties. DATA assumes abandonment after this time frame. CLIENT agrees that the email account given to DATA 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 DATA 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 Texas law. Additionally, if an action is initiated to collect any sums due under this Agreement, CLIENT agrees that it shall be responsible for all costs of such action including, but not limited to filing fees, courts costs and all attorneys fees incurred. **CONFIDENTIALITY.** DATA acknowledges that the information contained on the media is confidential, and DATA shall not disclose any of such information to third parties unless ordered to do so by a court of competent jurisdiction, or tax 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 Collin County, Texas, United States of America. The parties expressly agree that any action brought to enforce any term of this Agreement, or any action arising out of or relating to this Agreement must be brought in state or federal court in Collin County Texas. The parties further agree to waive trial by jury in any such action. 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 Agreement. The parties agree that a fax or .pdf version of this Agreement signed by the Client shall be legally binding as if an original.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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info@24hourdata.com