

Data Evaluation Service Agreement



Professional Data Recovery Services

(512) 349-9616 Voice
 (800) 295-8166
 (512) 349-9668 FAX

www.databankservices.com

8000 Anderson Square
 Suite 107
 Austin, Texas 78757

Date: _____

DBSV#: _____

MRN#: _____

Customer Information

Name: _____

Company: _____

Address: _____ Suite/Apt: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Authorized Representative: _____

Internet Email Address: _____

Choose One of the Following Service Levels

(Fee is for each media evaluated)

SERVICE LEVEL	EVALUATION FEE	TOTAL FEE
<input type="checkbox"/> Standard	NO CHARGE	Standard Quote
<input type="checkbox"/> Priority	\$200	Standard Quote + 20%
<input type="checkbox"/> Weekend/Holiday	\$300	Standard Quote + 30%
<input type="checkbox"/> Emergency	\$500	Standard Quote+ 50%
<input type="checkbox"/> On-Site*	Custom	Custom
<input type="checkbox"/> RAID	Custom	Custom

**Please call to make special arrangements.*

- **ALL NON-STANDARD SERVICE EVALUATION FEES ARE NON-REFUNDABLE**
- *Fees do not include media charges and shipping fees*
- *Total Recovery fee will include recovery fee + media and shipping charges*
- **ALL NON-STANDARD SERVICE EVALUATION FEES WILL BE APPLIED TOWARDS RECOVERY FEES ON A PER-MEDIA BASIS.**

Payment Information for Non-Standard Services

Company Check	<input type="checkbox"/> P.O. # _____
<input type="checkbox"/> Credit Card (circle one)	Visa MasterCard Amex Discover
Card Number _____	Exp. Date ____ Mo. ____ Yr.
Name as it appears on card _____	Card Verification Number _____
Card Billing Address: _____	
Signature _____	

** P.O. requires completed credit application and is subject to approval by DataBank Services management prior to work beginning.*

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Customer's Equipment Inventory

(List all equipment and media you will be sending to DataBank Services.)

	Media Type	Manufacturer	Model Number	Serial Number
1.				
2.				
3.				
4.				
5.				

Media Information:

<input type="checkbox"/>	Hard Disk	<input type="checkbox"/>	RAID	<input type="checkbox"/>	Floppy disk	<input type="checkbox"/>	Flash (Camera, Cell phone, thumbdrive, etc)	<input type="checkbox"/>	Tape	<input type="checkbox"/>	CD/DVD	<input type="checkbox"/>	Zip	<input type="checkbox"/>	Jazz	<input type="checkbox"/>	Magneto Optical	<input type="checkbox"/>	Other _____
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Capacity: _____

Operating system type:

<input type="checkbox"/>	Windows FAT16	<input type="checkbox"/>	Windows FAT32	<input type="checkbox"/>	Windows NTFS	<input type="checkbox"/>	Macintosh	<input type="checkbox"/>	Novell
<input type="checkbox"/>	DOS	<input type="checkbox"/>	OS/2	<input type="checkbox"/>	CPM	<input type="checkbox"/>	UNIX	<input type="checkbox"/>	Other _____

What version is your operating system? _____ How many partitions are on each drive? _____

Failure Information

General failure symptoms: _____

What recovery attempts were made? What tools were used? _____

Data Information

Is the needed data being used in a legal proceeding? Y N

If so, will you require manifest logging? Y N

What files are **most** important to the recovery? (Please list path names, filenames, and extensions.) _____

Special Instructions

Please indicate any other special instructions. _____

Means of Recovery

Recovered data should be transferred to:

CD Rom DVD Hard Drive Other _____

**We recommend large amounts of data to be transferred directly on a new hard drive.*

Data Evaluation Service Agreement

Terms and Conditions

The services provided by DataBank Services for the customer will be conducted under the following terms and conditions.

- 1 This agreement is for evaluation and possible subsequent recovery of data from the aforementioned media to determine necessary data recovery services, which may be provided for the Customer listed above by DataBank Services.
- 2 DataBank Services will complete the evaluation and provide the Customer with a report and a maximum fixed fee quote to attempt the recovery. Data Bank will not incur expenses without written consent by the Customer.
- 3 Customer represents that it is in lawful possession of all data, media, and/or equipment made available to DataBank Services, and that possession of such property is not forbidden by any local, state or federal law.
- 4 Customer understands that the media/data/equipment is damaged or otherwise unusable and that DataBank Services may further damage media/data/equipment in the process of evaluation or recovery, and agrees to hold DataBank Services harmless for any loss or harm to the condition of such media/data/equipment and releases DataBank Services of all liability for any claim for loss or damages to the media/data/equipment caused by efforts of DataBank Services to retrieve data, or otherwise.
- 5 An evaluation fee for each media to be analyzed, other than for Standard Service, is due upon receipt of the media. The evaluation fee is non-refundable, but is applied towards any recovery fees, which are payable in advance.
- 6 Recovery of data is not guaranteed or warranted in any way by DataBank Services. Each item of media/data/equipment which will be returned to Customer shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in DataBank Services' possession. DataBank Services shall not be liable to Customer for any act or omission of DataBank Services, which is the cause of loss or injury to Customer or any third party. Notwithstanding any other provision of this Agreement to the contrary, the DataBank Services' total liability to Customer arising out of this Agreement and/or the termination hereof for any losses, claims, costs or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Customer to DataBank Services in respect of Services performed hereunder. IN NO EVENT SHALL DATABANK SERVICES BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT DATABANK SERVICES HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- 7 Neither this Agreement, nor any Supplemental Services ("SOW") or other Exhibit hereto, may be added to, modified, superseded or otherwise altered except by a written instrument signed by DataBank Services and Customer.
- 8 Data/equipment/media unclaimed or otherwise abandoned at DataBank Services' location in excess of 15 days will be disposed of at DataBank Services' discretion. DataBank Services will not be responsible for data/equipment/media left in its possession beyond 15 days.
- 9 In the unlikely event that a dispute arises between Customer and DataBank Services, both Customer and DataBank Services agree that such dispute will be resolved according to the laws of Texas and exclusively only in courts located in DataBank Services' place of performance, Austin, Travis County, Texas.
- 10 DataBank Services will keep all information that complies with Paragraph 3 above confidential.

Customer has read and agrees to the aforementioned terms and conditions.

Sign and Date

Name (Print): _____

Signature: _____ (Authorized Representative)

Title: _____

Date: _____