



Appendix D to DIR Contract No. DIR-SDD-1857 Standard Data Recovery Evaluation Agreement

Date: _____

Job Information *(for Flashback Data use only)*

Job #: _____ Code Name: _____
VAR # (if applicable): _____

Customer Information

Name: _____ Entity: _____
Address: _____ Suite/Apt#: _____
City: _____ State: _____ Zip Code: _____
Phone: _____
Fax: _____ Cell Phone: _____
E-mail Address: _____ Alt. Email: _____

Media Information

Description of Media:

Size (in MB or GB)	Manufacturer	Model Number	Serial Number <i>(if applicable)</i>

Operating System *(Please check one, if applicable):*

Windows Mac OS Linux Other: _____

Please describe the failure symptoms:

Not Recognized in BIOS Clicking/Grinding Deleted Files
 Reformatted Other: _____

Was the hard drive dropped? Yes No

Is the data on the drive encrypted Yes No

If yes, please explain what software was used to encrypt the data: _____

Folders and Files Needed? (This is the most important section of this form. Since data recovery is not always 100% we need to know what exact information you need in order for you to consider the recovery a success. **ENTERING "ALL DATA" WILL NOT BE ACCEPTED.**)

Who referred you to Flashback Data? _____

Shipping Information

Please package media very carefully in an anti-static bag with at least 1 inch of foam padding/packing material on all sides. We prefer that overnight shipping is used in most circumstances to prevent damage during transit.

866.786.5700 Toll Free
512.301.5700 Phone
512.301.0333 Fax
info@flashbackdata.com

Flashback Data, LLC.
4029 Capital of Texas Hwy S.
Suite 224
Austin, TX 78704

Please ship all media and a copy of this form to:



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Terms and Conditions

The services provided by Flashback Data, LLC. ("Flashback Data") for the customer will be conducted under the terms of DIR Contract No. DIR-SDD-1857 and 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 Flashback Data.
2. Flashback Data will complete the diagnosis and provide the Customer with a report describing the problem and a fixed fee quote to complete the recovery, if successful. Flashback Data will not incur expenses beyond the recovery fee without written consent by the Customer. Drives must not be previously opened or have any damage resulting from fire or flood.
3. Customer understands that the media/data/equipment is damaged or otherwise unusable and that Flashback Data may further damage media/data/equipment in the process of evaluation or recovery, and agrees to hold Flashback Data harmless for any loss or harm to the condition of such media/data/equipment and releases Flashback Data of all liability for any claim for loss or damages to the media/data/equipment caused by efforts of Flashback Data to retrieve data, or otherwise.
4. Customer represents that it is in lawful possession of all data, media, and/or equipment made available to Flashback Data, and that possession of such property is not forbidden by any local, state or federal law.
5. Recovery of data is not guaranteed or warranted in any way by Flashback Data. 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 Flashback Data's possession. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH SECTION 8.K OF APPENDIX A TO DIR CONTRACT NO. DIR-SDD-1857. .
6. Neither this Agreement, nor any Supplemental Services or other Exhibit hereto, may be added to, modified, superseded or otherwise altered except by a written instrument signed by Flashback Data and Customer.
7. Data/equipment/media unclaimed or otherwise abandoned at Flashback Data's location in excess of 30 days will be disposed of at Flashback Data's discretion. Flashback Data will not be responsible for data/equipment/media left in its possession beyond 30 days.
8. Dispute Resolution shall be in accordance with Section 9. A of Appendix A to DIR Contract No. DIR-SDD-1857.
9. Flashback Data will keep all information that complies with Paragraph 4 above confidential.

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

Please, sign and date:

Client Name: _____

Signature: _____

Date: _____