

APPENDIX G TO DIR CONTRACT NO. DIR-SDD-1857

Dear _____ :

This letter agreement is to confirm our agreement whereby you are engaging our laboratory to perform certain computer forensics and expert services for your agency ("Engagement") in accordance with the terms of DIR Contract No. DIR-SDD-1857. We acknowledge that this Engagement does not require you to utilize any minimum amount of the Services from us.

Services. Flashback Data will provide to you services to assist in matters designated by you, including forensic testing and examination of electronic devices, storage of physical or logical evidence, consultation and testimony, and/or other professional services for which we may agree ("Services").

Remuneration. By engaging us you acknowledge and agree that you are responsible to pay for Services rendered. Our fee schedule, in accordance with Appendix C to DIR Contract No. DIR-SDD-1857. is attached to this letter as Annex A. Invoices and Payments shall be in accordance with Sections 6. B. and C. of Appendix A to DIR Contract No. DIR-SDD-1857. Flashback Data agrees to provide documentation of all expenses upon request.

Other Arrangements. On occasion, and by specific agreement, we may agree to a fee arrangement other than an hourly fee, such as a fixed fee for a specifically defined project. In such a case, the fee and payment schedule will be set forth in a separate letter or addendum, but all other terms of this letter agreement will apply.

Relationship. We both agree that Flashback Data shall use commercially reasonable efforts to perform the Services under your general direction, but that Flashback Data has the sole right to supervise, manage, operate, control, and direct the performance of the details incident to Flashback Data's duties under this Agreement. Notwithstanding, we acknowledge and agree that you shall never incur premium laboratory fees for Services rendered outside of normal operating hours unless you specifically authorize such Services.

Authority. In the event our Services shall include the forensic testing of digital and multimedia evidence, you warrant that you are in lawful possession of such evidence and that you have the authority to permit such evidence to be examined. You agree to substantiate such authority if requested by our laboratory.

Acknowledgment of Conditions. You acknowledge (i) that equipment, data, media or other electronic devices provided to Flashback Data ("Materials") may be damaged prior to Flashback Data's receipt or may fail in Flashback Data's possession, (ii) that no media is 100% reliable and failures do periodically occur, and (iii) that the efforts of Flashback Data and/or its agents, contractors or suppliers to perform the Services may result in further damage to or destruction of the Materials. You agree that Flashback Data shall not be liable for any damage or failure that may occur to Materials during performance of the Services or for damage to or loss of Materials that occurs during shipping or transit.

Initial:

Outcomes. Although our laboratory will do its best to serve you effectively, we cannot guarantee success on any given matter. You understand that Flashback Data does not warrant any particular result or conclusion or that its services will result in, or contribute to, any particular decision in a legal proceeding or controversy.

Confidentiality. Except as required by law, Flashback Data agrees to use best efforts to protect from disclosure to third parties all confidential and proprietary information exchanged in connection with this engagement. With respect to forensic testing, we agree to permanently destroy copies of all digital evidence made by us or provided to us upon completing our Services to you. Physical evidence left unclaimed at our laboratory for more than 30 days (e.g., hard drives, etc.) will be considered abandoned and disposed of at our discretion.

Notwithstanding anything else to the contrary, we acknowledge that you are retaining Flashback Data to serve as a technical expert to perform the Services outlined in this letter. As a technical expert, Flashback Data acknowledges and agrees that our work under this engagement is covered by the attorney work product privilege, and we shall not disclose any information obtained in the course of this engagement except as directed by you or pursuant to an order of any court.

Term. Terminations shall be in accordance with Section 9.B. of Appendix A to DIR Contract No. DIR-SDD-1857.

Indemnification. Indemnification shall be in accordance with Section 8.A. of Appendix A to DIR Contract No. DIR-SDD-1857.

Limitations. Limitation of Liability shall be in accordance with Section 8.K. of Appendix A to DIR Contract No. DIR-SDD-1857.

Thanks, and best regards.



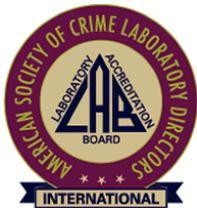
Will Ambruzs
Forensics Division
Flashback Data, LLC

Concurrence:

Signed

Printed

Date



Flashback Data is an **ASCLD/LAB International** accredited forensic testing laboratory. (ISO/IEC 17025:2005.)

ANNEX A – FEE SCHEDULE

Origination & Evidence Handling¹

FORENSIC TESTING & EXAMINATION

In-Laboratory Services	per hour
Onsite Services	per hour
Case Administration	per hour
Dedicated System Processing	per hour

**Operating
Hours²**

**After
Hours**

Our laboratory is available 24 hours.

EVIDENCE PRESERVATION & COLLECTION

In-Laboratory Forensic Imaging (based upon source media):

Up to 160GB	per device
Up to 250GB	per device
Up to 500GB	per device
Up to 1000GB	per device
Larger than 1000GB	per device

Mobile Device Acquisition – iPhone / Cell	per device
Onsite Forensic Imaging ²	per hour

Live Network Acquisition

TRIAL, DEPOSITION & PROCEEDINGS

Testimony / Standby	per hour
Affidavits / Consultation / Documentation	per hour

MISCELLANEOUS

Travel / On-Call	per hour
Physical Evidence Storage (per item)	per month
Logical Evidence Storage (per Gigabyte)	per month
Destination Media costs:	

CD / DVD	per CD/DVD
Hard drive 320GB	per drive
Hard drive 500GB	per drive
Hard drive 1TB	per drive

¹ Covers setup and case file creation, chain of custody management, and 30 days of evidence storage.

² Normal operating hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST (additional fees for after-hours/holidays/emergency)

Initial: