Removable Media Data Recovery Evaluation Agreement

flashback data®

Appendix H to DIR Contract No. DIR-SDD-1857

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 *(if applicable)*

☐ Compact Disc (CD) ☐ DVD ☐ Floppy
☐ Zip Disk ☐ Jaz Disk
☐ Other: _____

Operating System (Please check one, if applicable):

☐ Windows ☐ Mac OS ☐ Linux ☐ Other: _____

Please describe the failure symptoms:

☐ Can't read media ☐ Accidental Deletion ☐ Reformatted
☐ Damage from natural disaster ☐ Other: _____

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?_____

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Service Level*

Please select your service level:

Level	Turnaround Time	Evaluation Fee	Recovery Fee
☐ **Emergency**	24/7 Until job is complete		Emergency Quote
☐ **Standard**	3-5 Business Days	$0.00	

** Times are based on averages and can be lower or higher depending on each situation. The fees above are per each media. The recovery fee does not include additional media charges and/or shipping fees. All fees are non-refundable.*

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.

Flashback Data has agreements with major airlines for same-day shipping on Emergency jobs only. If same-day shipping is required please contact Flashback Data to discuss our options to significantly reduce your shipping cost.

866.786.5700 Toll Free
512.301.5700 Phone
512.301.0333 Fax0
info@flashbackdata.com

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

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

Select Payment Method

☐ Purchase Order #: _____

☐ VISA ☐ MasterCard
☐ American Express ☐ Discover

Credit Card Information:

Card Number: _____ Exp. Date (MM/YY): ____/____
Name: (as it appears on card) _____
Billing Address: ** _____
City: _____ State: _____ Zip: _____

***Billing Address is necessary to process card.*

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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 evaluation and provide the Customer with a report describing the amount of recoverable data and a fixed fee quote to complete the attempted recovery. Flashback Data will not incur expenses beyond the valuation fee without written consent by the Customer.
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. An evaluation fee for each media to be analyzed is due upon receipt of the media. The evaluation fee is non-refundable.
6. 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.
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 Flashback Data and Customer.
8. 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.
9. Dispute Resolution shall be in accordance with Section 9.A. of Appendix A to DIR Contract No. DIR-SDD-1857.
10. 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: _____

(Signature authorizes evaluation fee charges if credit card is the selected form of payment)