



Data Recovery Evaluation Agreement

Date: _____

Job Information *(for Flashback Data use only)*

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

Customer Information

Name: _____ Company: _____
Address: _____ Suite/Apt#: _____
City: _____ State: _____ Zip Code: _____
Phone: _____
Fax: _____
E-mail Address: _____

Media Information

Description of Media:

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

How many partitions on the drive? (if applicable) _____

Operating System (Please check one, if applicable):

- | | | |
|---|---|--|
| <input type="checkbox"/> Windows 95,98,ME | <input type="checkbox"/> Windows 2000 Pro | <input type="checkbox"/> Windows 2000 Server |
| <input type="checkbox"/> Windows XP Home | <input type="checkbox"/> Windows XP Pro | <input type="checkbox"/> Windows NT 4.0 |
| <input type="checkbox"/> DOS/Windows 3.1 | <input type="checkbox"/> Macintosh OS | <input type="checkbox"/> Linux |
| <input type="checkbox"/> Unix | <input type="checkbox"/> Other: _____ | |

Please describe the failure symptoms:

- | | | |
|---|--|--|
| <input type="checkbox"/> Not Recognized in BIOS | <input type="checkbox"/> Clicking/Grinding | <input type="checkbox"/> Deleted Files |
| <input type="checkbox"/> Reformatted | <input type="checkbox"/> Other: _____ | |

Which files are most important?

- | | | | |
|--|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Outlook .pst | <input type="checkbox"/> Word .doc | <input type="checkbox"/> Excel .xls | <input type="checkbox"/> Access .mdb |
| <input type="checkbox"/> QuickBooks .qbw | <input type="checkbox"/> Quicken .qdf | <input type="checkbox"/> My Documents | <input type="checkbox"/> Pictures .jpg, .gif |
| <input type="checkbox"/> Other, Please List Files/Directories: _____ | | | |

Other Requests or Special Instructions:



Data Recovery Evaluation Agreement

Terms and Conditions

The services provided by Flashback Data, LLC. ("Flashback Data") 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 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, 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 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. Flashback Data shall not be liable to Customer for any act or omission of Flashback Data 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 Flashback Data's 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 Flashback Data in respect of Services performed hereunder. IN NO EVENT SHALL FLASHBACK DATA 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 FLASHBACK DATA 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 Flashback Data and Customer.
8. Customer understands that Flashback Data may print Customer's Company Name in Flashback Data's marketing materials or website as a previous client while not disclosing any details related to work done in this agreement.
9. 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.
10. In the unlikely event that a dispute arises between Customer and Flashback Data, RELATED IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.
11. 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: _____

Title: _____

Date: _____