

CA DATA RECOVERY, INC.  
 980 "9<sup>th</sup>" street, 16<sup>th</sup> floor ◦ Sacramento ◦ California ◦ 95814  
 (916) 825-2220 ph. (916) 405-4411 fax

**REQUEST FOR SERVICE**  
 Non-Server, Individual drive

DATE \_\_\_\_\_  
 CUSTOMER NAME \_\_\_\_\_ Shipping Address: \_\_\_\_\_  
 COMPANY NAME \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 PHONE ( ) \_\_\_\_\_ - \_\_\_\_\_ EXT. \_\_\_\_\_  
 FAX ( ) \_\_\_\_\_ - \_\_\_\_\_

Please read pages one through three, complete this page and the technical sheet page, and include them with the media you are shipping to California Data Recovery, Inc. Please note: Incomplete paperwork may delay the receiving and/or evaluation process. **IF YOUR MEDIA IS INVOLVED IN CURRENT OR PENDING LEGAL PROCEEDINGS, PLEASE CONTACT YOUR DATA RECOVERY SALES REPRESENTATIVE IMMEDIATELY.**

**SELECT SERVICE LEVEL FOR DIAGNOSIS AND RECOVERY:**

SERVICE LEVEL	DIAGNOSIS FEE	DATA RECOVERY QUOTES (ESTIMATES ONLY)**
<input type="checkbox"/> STANDARD	**Free estimate	\$600.00-\$2500.00
<input type="checkbox"/> EXPEDITED RECOVERY	**Free Estimate	\$750.00-\$2650.00
<input type="checkbox"/> ON-SITE*	\$ 250.00(Plus Expenses)	\$1,000.00- \$5,000.00

\*CALL YOUR REPRESENTATIVE TO MAKE SPECIAL HANDLING ARRANGEMENTS FOR THIS SERVICE LEVEL, ADDITIONAL FEES MAY BE ASSESSED IF OUTSIDE REGIONAL SERVICE AREA  
 \*\* MEDIA FEES, SHIPPING FEES, AND DIAGNOSIS SERVICES FOR MULTIPLE DISKS ARE SUBJECT TO ADDITIONAL CHARGES

**SELECT PAYMENT METHOD:**

<input type="checkbox"/> CASHIERS CHECK OR MONEY ORDER
<input type="checkbox"/> BUSINESS CHECK
<input type="checkbox"/> CHARGE (VISA OR MASTERCARD ONLY)

\*no personal checks accepted

**AUTHORIZE EVALUATION PROCESS:**

By signing below you authorize California Data Recovery, Inc. to immediately proceed with the evaluation and charge the diagnosis fees set forth above. You also agree that this evaluation and any future data recovery requests will be performed under the attached terms and conditions as outlined on page two of this contract.

SIGNATURE \_\_\_\_\_  
 PRINT NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

DATE \_\_\_\_\_

If you would like, we will communicate the evaluation results to you electronically. Please confirm your e-mail address in the space below, or, if you would like the evaluation results sent to another e-mail address please indicate that address instead. By requesting this service, you acknowledge that you are aware that internet transmissions are not secure and you accept the risks involved.

e-mail \_\_\_\_\_

# California Data Recovery, Inc.

## TERMS AND CONDITIONS

### THE ENGAGEMENT

Customer engages California Data Recovery, Inc. and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

### CONFIDENTIALITY

California Data Recovery, Inc. will use any customer information contained in the data, media and/or equipment provided to California Data Recovery, Inc. by Customer only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by customer under this agreement will remain Customer's sole property, and California Data Recovery, Inc. shall employ reasonable measures to prevent the unauthorized use of such information, in which measures shall not be less than those measures employed by California Data Recovery, Inc. in protecting its own confidential information. California Data Recovery, Inc. will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to California Data Recovery, Inc.) and not to any other party.

### PAYMENT

Customer agrees to pay California Data Recovery, Inc. all sums authorized from time to time by Customer, which will typically include charges for California Data Inc., services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any for parts, media, and/or off-the shelf-software used in the engagement. Unless otherwise agrees to in advance by California Data Recovery, Inc., all such sums are due and payable in advance, by Company Check, bank money order or credit card.

### CONSENT

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorization if followed by written confirmation by California Data Recovery, Inc. at the earliest possible opportunity, and/or facsimile.

### ACKNOWLEDGEMENT OF EXISTING CONDITIONS

Customer acknowledges that the equipment /data/media may be damaged prior to California Data Recovery, Inc. receipt, and Customer further acknowledges that the efforts of California Data Recovery, Inc. to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. California Data Recovery, Inc. regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during California Data Recovery Inc.'s efforts to complete the engagement.

### NO WARRANTIES: DISCLAIMER OF ALL WARRANTIES

CALIFORNIA DATA RECOVERY, INC. MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND CALIFORNIA DATA, INC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

### LIMITATION OF LIABILITY; LIMITATION OF DAMAGES

In no event will California Data Recovery, Inc. be liable for any direct damages whatsoever. The total liability of California Data Recovery, Inc. to Customer under this Agreement shall in no event exceed the total sums paid by Customer to California Data Recovery, Inc.

### CUSTOMER'S REPRESENTATION AND IDEMNIFICATION

Customer warrants to California Data Recovery, Inc. that it is the owner of, and/or has the right to be in possession of, all equipment /data/media furnished to California Data Recovery' Inc., and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold California Data Recovery, Inc. harmless against any damages or expenses that may occur (including reasonable attorney's fees), and pay any cost, damages, or attorney's fees awarded against California Data Recovery, Inc. resulting from Customer's breach of this section.

### MISCELLANEOUS

The parties agree that the laws of this state of California shall govern this Agreement and agree to venue in Sacramento County, California; provided, however, that if any provision of this agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the agreement shall remain in full force and effect. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This agreement, together with any exhibits or other attachments provided by California Data Recovery, Inc. constitutes the entire Agreement between the parties in relation to this subject matter supersedes all other terms including any Customer Purchase order terms.

Please complete and verify the information below to the best of your knowledge to ensure the most successful data recovery possible. This form must be included with your media for California Data Recovery, Inc. to begin your diagnosis. Use additional sheets as necessary.

**SYSTEM/MEDIA INFORMATION**

Computer manufacturer \_\_\_\_\_  
Controller make/model \_\_\_\_\_  
Operating System and Version \_\_\_\_\_  
File System (ie. FAT, NTFS, HFS Plus, etc) \_\_\_\_\_

Are non-English characters on the drive \_\_\_\_\_  
Drive(s) manufacturer/model \_\_\_\_\_  
Number of drives in system \_\_\_\_\_

Names and approximate sizes of partitions/volumes \_\_\_\_\_  
Are the drives (mark one) mirrored spanned striped RAIDed none \_\_\_\_\_

If you checked any of the above, please describe details about the RAID set-up including:  
Hardware RAID Controller make/model \_\_\_\_\_  
RAID Software/Version \_\_\_\_\_

IF RAIDed please be sure to include all drives from the system (labeling for their position) and describe system layout. \_\_\_\_\_

**FAILURE INFORMATION**

What failure occurred and when did this happen?  
Please list any error messages \_\_\_\_\_  
What recovery attempts (ie. Reinstalled/reformatted/scandisk/chkdsk/fsck/vrepair) were made? What software was use? \_\_\_\_\_

**DATA INFORMATION**

What files (up to 10) are **MOST** important to the recovery? List the path and filenames with extensions; attach additional sheets as necessary

\_\_\_\_\_

California Data Recovery, Inc.

Shipping Suggestions:

1. Wrap your media in an anti-static bag, bubble wrap or antistatic foam
2. Place the media in a box at least twice it's size and fill the remainder of the box with packing peanuts or crumpled paper.
3. Include completed service request with technical information sheet in box
4. Seal the box.
5. FedEx shipping is recommended

Ship to:

California Data Recovery, Inc.  
980 "9<sup>th</sup>" Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814  
(916) 825-2220 office phone

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