

DATA RECOVERY AGREEMENT

<http://www.DataICU.com>

9330 L.B.J. Freeway, Suite 900 Dallas, Texas 75243 214-561-6744 or 800-291-8161 Fax: 800-861-8069

This agreement is made by and between Internet Desk, Inc.,
its partners and subsidiaries, hereinafter referred to as IDI, and

Name: _____
Company: _____
Address: _____
City, State, Zip _____
Telephone: _____
Email Address: _____

Hereinafter referred to as CLIENT

WITNESSETH: IDI and CLIENT agree that the data on _____
has been lost and that IDI agrees to attempt to recover CLIENT'S data on said medium. (Make, Model, Serial # or other description)

DATA RECOVERY IS NOT GUARANTEED: IDI agrees to use its best effort to attempt said recovery, and CLIENT agrees that IDI is in no way liable in the event IDI is unsuccessful in recovering data on the data storage devices. IDI assumes no liability for damage to CLIENT'S property during shipment or for uninsured shipments.

MANUFACTURER WARRANTY MAY BE VOID ON MEDIUM: Although most manufacturers will honor product warranties following data recovery procedures, in no way shall IDI be liable if CLIENT'S manufacturer warranty is VOID due to any action taken by IDI

SERVICES ESTIMATE: IDI agrees to evaluate media for data recovery at a pre-quoted cost to CLIENT. Following the evaluation, IDI will furnish CLIENT with a written recovery proposal containing a guaranteed-not-to-exceed cost. IDI agrees to notify CLIENT in the event the drive needs to be worked upon in the "clean room environment", or if a Data Recovery Programmer is required. Such notification may result in the need for additional evaluation fees before a final cost can be quoted. Upon written approval of the cost estimate by CLIENT, IDI will proceed with the recovery.

PAYMENT: CLIENT agrees to pay IDI for all services provided to CLIENT following CLIENT'S acceptance of the written recovery proposal. All fees are quoted in US currency. CLIENT'S final bill is due upon receipt of an invoice from IDI. Payment includes all taxes, if applicable, (unless you provide proof of your tax-exempt status) including, but not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes.

DATA SECURITY: CLIENT data remains property of the CLIENT at all times. IDI will only access said data in an attempt to determine viability during recovery efforts. IDI holds all CLIENT data in strict confidence. IDI will not share or make CLIENT data available to others for any reason. A copy of recovered data is maintained in a secure manner for a period of two weeks following recovery to allow CLIENT sufficient time to create a copy of the data, and to guard against failure of return media or damage in transit. IDI will destroy copies of CLIENT data at the end of two weeks following return to client, and the media will be securely erased to Department of Defense standards so as to prevent subsequent recovery of the data from the storage media.

DATA TRANSPORT MEDIA: Recovered data will be returned on a media device of mutual agreement at the time of recovery.

ENTIRE AGREEMENT AND ENFORCEMENT: This Agreement (including any Addenda) constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. All changes to this Agreement must be made in writing and signed by both parties and , accordingly, any terms on CLIENT'S ordering documents shall be of no force or effect. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney'S fees.

LAW: This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created in this Agreement are performable in Dallas County, Texas, United States of America.

Accepted by:
James W. Fruth, CEO
This _____ day of _____, 200__

Accepted by:
Name & Title: _____
This _____ day of _____, 200__

X _____

X _____

For Internet Desk, Inc. (IDI)

For _____ (CLIENT)

Please return the
DATA RECOVERY AGREEMENT
along with this
DRIVE INFORMATION FORM
via Fax -- or -- simply enclose it in the package with your drive and send it to:

Internet Desk, Inc.
9330 L.B.J. Freeway, Suite 900
Dallas, TX 75243
Telephone: 214-561-6744 or Toll Free: 1-800-291-8161
Toll Free Fax: 1-800-861-8069

RECOVERY INSTRUCTIONS

Check your preferences:

- Please perform FIRST LEVEL EVALUATION only. (No seals broken on media.)
- Please perform HIGH LEVEL EVALUATION in the cleanroom if found to be necessary following first level evaluation.

Signature: _____ Today's Date: _____

The evaluation will allow technicians to perform a preliminary assessment of the drive. Following that assessment, you will be provided with a guaranteed-not-to-exceed cost for your approval. Evaluations do not obligate you to any fees.

DRIVE INFORMATION

Please provide as much information about the drive and the data to be recovered as you possibly can. Most important is the Operating System (Windows98, SE, 2000, XP, etc.) and the data needed.

Make: _____ Size _____ GB
Model: _____ Is this drive the boot drive for the system? Yes No
Serial No: _____ Is the drive still recognized by the system? Yes No
Operating/File System: _____ Partitioning information: Single Two Three Four

If more than single partition, please provide any further information regarding the size and file systems on each that you may know:

Failure Summary (Brief description of what happened): _____

Data Needed (Any specifics about the types or directory locations of the files we will be trying to recover): _____

Please list the names of any programs you use regularly: _____
