

DataICU.com Data Recovery Agreement

Please complete this form and submit along with your media for data recovery evaluation.

DataICU.com
10440 N. Central
Expwy. Suite 800
Dallas, Texas 75231
Phone: 214-470-5070

Contact Information

Name: _____ Company: _____
Address: _____ Apt/Suite: _____
City: _____ State: _____ Zip Code: _____
Preferred telephone: _____ Email: _____
Referred by: _____ Search keywords used: _____

Media Information

Please provide as much information about the drive and the data to be recovered as possible. Most important is the Operating System (Windows, Mac, Unix, etc.) and the data needed. Unknown items please leave blank. (This is not a test!)

Make: _____ Model: _____ Serial No: _____ Size: _____ GB
Operating/File System: _____ Is this media the boot drive for the system? Yes No
Failure Summary (brief description of what happened): _____

Data Needed: _____

Terms and Conditions

This AGREEMENT is made by and between DataICU.com, its partners and subsidiaries, hereinafter referred to as DICU, and the client named above, hereinafter referred to as CLIENT.

DATA RECOVERY IS NOT GUARANTEED: DICU agrees to use its best effort to attempt said recovery, and CLIENT agrees that DICU is in no way liable in the event DICU is unsuccessful in recovering data on the data storage devices. DICU 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 DICU be liable if CLIENT's manufacturer warranty is VOID due to any action taken by DICU.

SERVICES ESTIMATE: DICU agrees to evaluate media for data recovery free of charge or at a pre-quoted cost to CLIENT. Following the evaluation, DICU will furnish CLIENT with a written recovery proposal containing a guaranteed-not-to-exceed data recovery cost. Upon written approval of the cost estimate by CLIENT, DICU will proceed with the recovery.

PAYMENT: CLIENT agrees to pay DICU 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 DICU.


DATA SECURITY: CLIENT data remains property of the CLIENT at all times. DICU will only access said data in an attempt to determine viability during recovery efforts. DICU holds all CLIENT data in strict confidence. A copy of recovered data is maintained in a secure manner for a period of five (5) days 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. DICU will destroy copies of CLIENT data at the end of five (5) days 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.

ABANDONED HARDWARE: All items left with DICU will be considered abandoned and the property of DICU to dispose of as deemed by DICU in the event that CLIENT does not respond or lay claim within ninety (90) days of last confirmed communication.

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.

Signature  _____ dated this _____ day of _____, 20____
Date Month