

Data Pre-Recovery Worksheet



Datajockeys, LLC

PO Box 2093
Hillsboro, OR 97123
503-356-9101

<http://www.datajockeys.net>

Contact Information

Full Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate: _____

Email Address: _____

Source Media Information

Brand/Full Model: _____

Serial Number: _____

File System: (NTFS, FAT, HPFS, EXT2/3): _____

Non-English Characters on Media: _____

Number of Drives: _____ RAID Level: _____

RAID Controller Make/Model: _____

Failure Information

What failure occurred and when did it occur?: _____

What recovery attempts were made?: _____

What files/folders are most important to the success of this recovery?: _____

Authorize Evaluation Process and Diagnosis Fee

By signing below you authorize Datajockeys to immediately proceed with the evaluation and charge the diagnosis fee set forth on the reverse side of this worksheet. You also agree that this evaluation and any future data recovery requests will be performed under the attached terms and conditions as outlined on the reverse side of this worksheet.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Terms/Conditions of Service

The \$150.00 evaluation fee is required before any work can be started. We cannot give estimates until the initial diagnosis is completed. Estimates are normally given within 72 hrs once the media and payment have been received.

Please read and initial each section:

The Engagement.

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

Confidentiality.

Datajockeys will use any Customer information contained in the data, media and/or equipment provided to Datajockeys 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 Datajockeys shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by Datajockeys in protecting its own confidential information. Datajockeys will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to Datajockeys) and not to any other party.

Payment.

Customer agrees to pay Datajockeys all sums authorized from time to time by Customer, which will typically include charges for Datajockeys 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 agreed to in advance by Datajockeys, all such sums are due and payable in advance, by cash, company check, bank money order, or PayPal. Any return payments are subject to the MAXIMUM penalty allowed by law.

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 Datajockeys at the earliest possible opportunity, and/or facsimile.

Acknowledgment of Existing Conditions.

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

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

DATAJOCKEYS, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND DATAJOCKEYS 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 Datajockeys be liable for any damages whatsoever, including without limitation damages for loss or damage occurring in transit, loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the Engagement, even if Datajockeys or an authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The parties agree the total liability of Datajockeys to Customer under this Agreement shall in no event exceed the total sums paid by Customer to Datajockeys.

Customer's Representation and Indemnification.

Customer warrants to Datajockeys that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Datajockeys, 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 Datajockeys harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against Datajockeys resulting from Customer's breach of this section.

Miscellaneous.

The parties agree that the laws of the state of Oregon shall govern this Agreement and agree to venue in Washington County, Oregon; 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 Datajockeys, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any Customer purchase order terms.