

DATA RECOVERY AGREEMENT

E-man Data Recovery

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This AGREEMENT between E-MAN DATA RECOVERY hereinafter referred as E-man DR, and:
(Client's name) _____ hereinafter referred as CLIENT
CLIENT agrees that the data on the medium, know to the parties as: (describe media) _____

_____ has been LOST and that E-man DR agrees to attempt to recover Client's data on said medium.

DATA RECOVERY IS NOT GUARANTEED. E-man DR agrees to use its best effort to attempt said recovery, and CLIENT agrees that E-man DR is in no way liable in the event E-man DR is unsuccessful in recovering Client's data. E-man DR assumes not liability for damage to Client's data and/or property while performing data recovery procedures or during shipment or for uninsured shipments.

MANUFACTURER WARRANTY MAY BE VOID. Although most manufacturers will honor product warranties following data recovery procedures, in no way shall E-man DR be liable if Client's media manufacturer's warranty is VOID due to any action taken by E-man DR.

SERVICES ESTIMATE. E-man DR has estimated the initial cost of evaluating Client's data to be seventy nine (\$ 79) dollars. This evaluation fee is non-refundable and separate from recovery procedure costs. E-man DR will notify the CLIENT of the final price for the recovery of data. Only after the Client has approved of the recovery cost will E-man DR proceed with process of data recovery.

If there is a more urgent need for the data to be recovered, an additional fee may be applied, depending on the time frame needed. For the convenience of both parties, an e-mail confirmation, verification and or approval by the CLIENT concerning the cost of data recovery from the e-mail address provided by the CLIENT is an acceptable binding document.

COLLECTION. Any delinquent account will bear interest from its due date until paid at the highest rate permitted by law. Additionally, CLIENT shall if final bill is placed with a collection agency pay the collection fee made necessary, which fee shall be 25% of the amount of the final bill and any interest that has occurred. If the final bill is placed in the hands of an attorney for collection or is collected by legal proceedings of any kind, CLIENT agrees to pay reasonable attorney's fee which shall not in any event be less than 10% of the amount of the final bill and interest from the invoice date at the highest rate permitted by law.

CONFIDENTIALITY. E-man DR acknowledges that information contained on the media is highly confidential, and E-man DR shall not disclose any of such information to third parties except pursuant to a final, non-appealable court order or as required by federal, state or local law.

ENTIRE AGREEMENT AND ENFORCEMENT. This agreement 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 agreed upon by both parties. 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 Washington, and all obligations of the parties created in this Agreement are performable in Washington, United States of America.

Accepted by _____ for E-man Data Recovery
Title _____
Company _____

CLIENT NAME _____

I am a duly authorized agent of _____ (CLIENT) with authority to make final decisions regarding the medium listed above.

Signature _____ dated this _____ day of _____ 200 _____.

Thank you for your trust in our company!