



## Data Recovery Service Work Order

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Secondary contact name: (delegate for primary) \_\_\_\_\_

Address: \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (primary) \_\_\_\_\_ Phone: (secondary) \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Referred by: \_\_\_\_\_ Search engine used: \_\_\_\_\_

### Media Information-

How many devices total: \_\_\_\_\_ Bare O In machine O Configuration: (stand alone, RAID, etc.) \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Serial Number/s: \_\_\_\_\_

**Operating System-** (please check one) DOS O Win3x O Win9x O NT 4.0 O Win2000 O WinXP O Mac O Novell O Linux O

**Failure Summary-** (please describe briefly what happened)

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**Files and Folders needed-** (please be as specific as possible)

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**Recovery Media-** (copy my data to) CDROM O DVD O Hard Drive O I will supply a hard drive O Original drive if stable O

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<http://www.three-square.com>



## Terms and Conditions

THIS AGREEMENT is between Three Square Business Solutions, hereinafter referred to as TSBS, and the client named above, hereinafter referred to as CLIENT.

**DATA RECOVERY IS NOT GUARANTEED.** TSBS agrees to use its best effort to attempt said recovery, and CLIENT agrees that TSBS is in no way liable in the event TSBS is unsuccessful in recovering CLIENT'S data. **TSBS ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND/OR PROPERTY WHILE PERFORMING DATA RECOVERY PROCEDURES OR DURING THE REMOVAL OF FAILED MEDIA FROM THE HOST COMPUTER 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 TSBS be liable if CLIENT'S computer/media manufacturer's warranty is VOID due to any action taken by TSBS.

**SERVICES ESTIMATE.** TSBS has estimated the initial cost of evaluating CLIENT'S data to be FREE for standard single drives and all removable media with the exception of tapes, optical and other media/configurations deemed hybrid by TSBS and will be priced outside of this agreement. Should CLIENT wish to have this evaluation performed on an expedited basis, the initial cost is two hundred forty-nine dollars (\$249.00). This evaluation fee is non-refundable and separate from recovery procedure costs. All amounts are in US currency. TSBS will notify Client with an estimate for the data recovery. Upon signed approval or responded email of the cost estimate, TSBS will proceed with the recovery. TSBS will retain CLIENT data (images and or logical data) for five (5) business days after expected delivery of the completed project to insure completeness and reintegration of the recovered data.

**INITIAL PAYMENT AND FINAL PAYMENT.** CLIENT agrees to pay TSBS for all services provided to CLIENT as described above. Expedited and hybrid diagnostic fees are payable upon receipt of the media and will be applied to the initial engineer's review labor. The CLIENT'S final bill is due and payable upon receipt of an invoice from TSBS. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. Parts cost are not refundable. CLIENT agrees that all charges are to be applied to the initial account (credit card initially presented for diagnostic fee or parts procurement) unless otherwise instructed. If a different method of payment for the final invoice is required then prior arrangements must be made. Payment includes all applicable taxes, if applicable, including but not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes.

**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 accrued. 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 a 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.** TSBS acknowledges by signature that the information contained on the media is confidential, and TSBS shall not disclose any of such information to third parties except (i) pursuant to a final, non-appealable court order or (ii) as required by federal, state or local law.

**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 your 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 Florida, and all obligations of the Parties created in this Agreement are performable in Orange County, Florida, United States of America.

I am a duly authorized agent/delegate of the company/person named above with authority to make final decisions regarding this data recovery project and agree to all terms and conditions of this contract.

Signature: X \_\_\_\_\_ date: \_\_\_\_\_