



ENVESCENT, LLC

DATA RECOVERY REQUEST

4827 8th Street South, Arlington, VA 22204
(703)-486-0200 - recovery@envescent.com - www.envescent.com

Thanks for your business! Please give us as much detail on what you want to recover as possible. Let us know what file types and where they are stored on your system (for example the Desktop). We also need to know exactly what programs you use, such as iTunes, Outlook, Quickbooks, Turbotax, databases or other programs. Remember to mention anything significant that occurred before needing a recovery, such as installing a new operating system, accidentally formatting the drive, deleting data or damaging the drive physically. Finally, please tell us how you want the data delivered back to you.

First name: _____

Computer or equipment model #: _____

Last name: _____

Serial # or service tag: _____

Company: _____

Other equipment provided: _____

Address: _____

Data to recover (be specific): _____

Apt/Suite: _____

Data location(s): _____

County/City: _____

State: _____

Expedited or regular service: _____

EXPEDITED SERVICES ARE \$165.00/HOUR, REGULAR ARE \$105.50/HOUR

Zip + 4: _____

File system: FAT16 or FAT32 | NTFS | EFS

Home:(_____) _____

HFS | UFS | FFS | EXT2/3FS | Not sure

Work:(_____) _____

RAID configuration (if so, what): _____

Mobile:(_____) _____

Approximate size of data in MB or GB: _____

E-mail: _____

Encrypted file system (if so, what): _____

Alt E-mail: _____

Data delivery: CD/DVD(s) | External hard disk

Best method to contact you: _____

Download | Restore to computer | Other: _____

Please view the next page, read our agreement and sign it. We will be with you shortly.

Data Recovery Agreement

CLIENT certifies that information provided is accurate and that the computer and/or equipment is either owned by CLIENT or they have permission by owner to have service performed. CLIENT agrees to pay service charge of \$105.50 for the first hour and \$52.75 for every 30 minute increment after the first hour for ENVESCENT, LLC's labor charges on CLIENT's computer or equipment for regular service. Expedited service is billed at a rate of \$165.00 for the first hour and \$82.50 for every 30 minute increment after the first hour. First time and military customers are eligible for a 10% discount on labor if promotion is active. Discounts are limited to \$100.00 or 10%, whichever is less.

There is a minimum one hour of labor charge for diagnostics which is due in advance of service. ENVESCENT, LLC reserves the right to refuse service as well as to change fees and rates at any time without notice. ENVESCENT, LLC does not provide billing services to clients. There is a \$30.00 charge for returned checks. ENVESCENT, LLC reserves the right to ask for identification before processing payment. CLIENT agrees to pay ENVESCENT, LLC for all remaining charges during or before receiving data. Any unpaid charges will be forwarded to a collections agency and may also negatively impact CLIENT's credit rating.

RELEASE OF LIABILITY:

CLIENT agrees to release and hold harmless ENVESCENT, LLC from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that ENVESCENT, LLC offers no explicit or implied warranty or guarantee on services performed or parts provided, other than the manufacturer's warranty.

CLIENT engages ENVESCENT, LLC to use its best efforts to attempt data recovery from CLIENT's medium which has been rendered lost, missing and/or damaged. All efforts are subject to the terms and conditions hereof.

GUARANTEE:

DATA RECOVERY IS NOT GUARANTEED. ENVESCENT, LLC agrees to use its best efforts to attempt data recovery, and CLIENT agrees to compensate ENVESCENT, LLC for its efforts regardless of outcome. Client agrees that ENVESCENT, LLC is in no way liable in the event that ENVESCENT, LLC is unsuccessful in recovering CLIENT's data. ENVESCENT, LLC 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 CLIENT's computer or during shipment or for uninsured shipments. ENVESCENT, LLC will store any of CLIENT's data that has been recovered for one business week. If CLIENT does not contact ENVESCENT, LLC within one business week data will be destroyed securely. No further copies will be available.

DISCLAIMER OF ALL WARRANTIES:

ENVESCENT, LLC, for itself and its representatives, makes, and the CLIENT receives, no warranties or conditions for any goods or services, expressed, implied, statutory or in any communication with CLIENT and ENVESCENT, LLC, disclaims any implied warranty of any type.

LIMITATION OF LIABILITY:

In no event will ENVESCENT, LLC or its representatives be liable for any damages whatsoever, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, loss of business, loss of profits, loss of property, insurance related costs, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the engagement. This limitation will apply even if ENVESCENT, LLC or authorized agent, supplier or representative has been advised of the possibility of such damage. The CLIENT acknowledges that the estimated and actual fees and charges reflect limitation of liability and allocation of risk. ENVESCENT, LLC is not responsible for computers or equipment dropped off outside of our office.

UNCONTROLLABLE CIRCUMSTANCES:

ENVESCENT, LLC's performance of any part of this agreement shall be excused to the extent that such performance is hindered, delayed, or made impossible by: (a) the acts of omissions of the other party; (b) flood, fire, earthquake, theft, strike, war, terrorism, act of God, or riot; (c) unavailability of parts or software; (d) force majeure; (e) any other cause beyond the reasonable control of either party; (f) destruction or theft of computer or equipment. Upon the occurrence of any such event the party whose performance is affected shall notify the other party of the event so the negative effects of the event can be known.

RIGHTFUL OWNER OF THE DATA:

ENVESCENT, LLC assumes that CLIENT is the rightful owner of the data requested to be recovered, or that the rightful owner of the data has given CLIENT permission to have the data recovered.

MANUFACTURERS WARRANTY:

CLIENT manufacturer's warranty may be void. Although most manufacturers will honor product warranties following data recovery procedures, in no way shall ENVESCENT, LLC be liable if CLIENT's manufacturer warranty is void due to the action taken by ENVESCENT, LLC.

TERMS OF PAYMENT:

The cost of diagnosis, analysis and recovery, plus additional charges for taxes, media parts, delivery/shipping, freight and packaging are payable in advance. If the recovery of data proves to be impossible, the costs for diagnosis, analysis, recovery, parts, taxes and other incurred costs are still payable. If CLIENT declines recovery after the diagnosis phase, CLIENT is obligated to pay the diagnosis fee. If CLIENT terminates recovery during the recovery process, CLIENT remains obligated to pay all accumulated costs.

CONFIDENTIALITY:

CLIENT agrees that ENVESCENT, LLC may use any information or data supplied with or stored on the media or in the equipment for the purpose of completing the recovery, and will otherwise hold the information in the strictest of confidence except (a) pursuant to court order or (b) as required by federal, state or local law. However, the above confidentiality obligations shall not apply to any information which at the time of disclosure is published or is otherwise in the public domain, or was known to ENVESCENT, LLC prior to receipt from CLIENT.

GOVERNING LAW AND COURT OF LAW:

The parties hereby agree that this agreement shall be construed under and in accordance with the laws of the STATE OF VIRGINIA, and all obligations of the parties created in this agreement are performable in Arlington County, Virginia, United States of America.

CLIENT SIGNATURE: _____ DATE: _____