

Client Agreement

Customer agrees to hold harmless EBOXLAB, INC (DENVER DATA RECOVERY) for any further damages caused in its Evaluation / Recovery Efforts: EBOXLAB, INC (DENVER DATA RECOVERY) shall not be liable for any damages including loss of data, loss of profits, whether incidental or consequential, or directly or indirectly from damages arising from this engagement and will have no liability for any customer or third party directly or indirectly that equipment and / or data was damaged or rendered unusable during or after service with EBOXLAB, INC (DENVER DATA RECOVERY) or in transit to or from EBOXLAB, INC (DENVER DATA RECOVERY).

FREE Evaluation: EBOXLAB, INC (DENVER DATA RECOVERY) will perform a FREE evaluation, during normal business hours only, 10 A.M. - 6 P.M., M-F, (MST) For an evaluation requested after normal business hours, there is an evaluation fee of \$250.00, this fee is NOT REFUNDABLE. NO work beyond this evaluation will be performed or charged to customer without first obtaining customer's approval.

NO DATA - NO CHARGE Policy: If the "Targeted Data" (as requested by customer, in the evaluation form) is not recovered to customer's satisfaction, (after the "Data Verification" process) then customer will not be liable to pay for the data recovery LABOR. The only other charges that customer may have to pay are: parts/parts rental - if needed, shipping coming or going, or bank fees.

Confidentiality: EBOXLAB, INC (DENVER DATA RECOVERY) agrees to use it's "Best Efforts" for absolute Nondisclosure of all information or data files supplied with, stored on, or recovered from customer equipment. All data /equipment shall remain property of the customer.

Only original customer (person who brought in or sent hard drive or other storage media) and their authorized alternate contact will be given any information on their job or release of equipment is allowed: Proper verification over phone must be obtain before any information is released. Also, proper I. D. (Driver's License) must be presented before any information or equipment is released.

EBOXLAB, INC (DENVER DATA RECOVERY) will recover only Data Files and customer will need to reinstall all programs and OS: Customer acknowledges that they are engaging EBOXLAB, INC (DENVER DATA RECOVERY), for the purpose of estimating and / or recovering lost or corrupted data files (specifically data files and not programs, unless otherwise agreed to). Programs, OS's, batch files, and scripts are highly susceptible to being corrupted and rendered useless. It is then the responsibility of the customer to reinstall these programs. EBOXLAB, INC (DENVER DATA RECOVERY) is not being contracted to recover programs or reinstall programs, but EBOXLAB, INC (DENVER DATA RECOVERY) will reinstall programs for an additional charge. Customer must supply the needed programs

Customer has Equipment/Data Ownership-Rights: Customer warrants and represents to EBOXLAB, INC (DENVER DATA RECOVERY) that customer has owner rights and/or has the right to be in possession of all equipment, data or software furnished to EBOXLAB, INC (DENVER DATA RECOVERY) and customer will defend at its own expense, such claims against EBOXLAB, INC (DENVER DATA RECOVERY). All data /equipment shall remain property of the customer.

Equipment/Data is brought to EBOXLAB, INC (DENVER DATA RECOVERY) in Non-Working condition: Customer acknowledges, that storage media - equipment / data are provided to EBOXLAB, INC (DENVER DATA RECOVERY) in a damaged or non-readable form. Customer agrees to hold harmless EBOXLAB, INC (DENVER DATA RECOVERY) for any further damages caused in its evaluation /recovery efforts.

Customer equipment/storage media will not be repaired: Customer acknowledges that EBOXLAB, INC (DENVER DATA RECOVERY) is not being contracted to diagnose or repair customer equipment or storage media. EBOXLAB, INC (DENVER DATA RECOVERY) is being contracted to recover lost or corrupted data files only. If need be, EBOXLAB, INC (DENVER DATA RECOVERY) will only make temporary repairs on customer equipment or storage media to facilitate the data recovery effort and does not make any guarantees on the usability of this equipment or storage media. If the customer wishes to have other computer work performed, this request must be submitted in written form.

Equipment/Storage Media or Software left over 30 days: After the completion or refusal of estimate or data recovery process, and 30 days have passed, the equipment, storage media or software will be considered abandoned and maybe sold.

FULL payment of approved charges is due upon completion of Job: All invoices are COD, unless previously arranged. Any and all P.O.'s are to be arranged and authorized by EBOXLAB, INC (DENVER DATA RECOVERY) before any work is started.

Rental Cost or Parts Cost is NOT REFUNDABLE: Customer acknowledges that if a new hard drive or other storage media is needed for the recovery attempt, that the customer will pay for this hard drive or other storage media up front and that this cost is NOT REFUNDABLE. Customer acknowledges the risk that the new hard drive or other storage media may become damaged in the evaluation or recovery attempt and rendered useless and that the warranty may become void

Rental Cost, Parts Cost, Data Recovery Labor cost, Shipping cost, Expedited Services cost, Rush Cost, etc: EBOXLAB, INC (DENVER DATA RECOVERY) will obtain customer's approval of any cost before they are charged to customer. Each cost is separate and will not add to or take from another.

Purchase or rental of a hard drive or other storage media for parts, does not guarantee a successful Data Recovery: But may however, facilitate the continuation of the data recovery effort.

Warranty of hard drive or other storage media purchased by EBOXLAB, INC (DENVER DATA RECOVERY) for customer: Only manufacturer's warranty will apply.

Customer sent hard drive or other storage media, for parts or for storing recovered data Onto, should be empty: Customer acknowledges that any hard drive or other storage media sent by customer, for Parts or for storing recovered data onto, must be empty, with no data stored on it, since it will be over-written or maybe rendered un-useable by our staff.

Customer acknowledges that EBOXLAB, INC (DENVER DATA RECOVERY) will use it's "Best Efforts" to recover all or as much data as possible: However, due to the severity of the data failure, a full 100% recovery may not always be possible (programs are more susceptible to damage from data failure, but data files are more resilient to damage.) Some programs (or all programs, including operating systems) may become corrupted and rendered useless. This being the case, the customer would have to reinstall all damaged programs, including OS. Also, some or a good part of the data files may not be recoverable, due to bad sectors/blocks, overwritten data, virus, excess fragmentation or hardware failure, etc, (large files are more susceptible to becoming corrupted).

Customer acknowledges that EBOXLAB, INC (DENVER DATA RECOVERY) will use it's "Best Efforts" to recover the data in it's original "Data File Structure": However, due to the severity of the data failure, the original "Data File Structure" may become altered or completely changed. Directories and sub-directories, folders and sub-folders, and file paths may have changed or may not exist. Possible changes that may occur after a recovery are for Example: Bob's spread sheet (after recovery may change to) Excel 001, Excel 002, or Recovered file 001, Recovered file 002, etc. It will then be up to the customer to examine each data file (other then "Targeted Data" as requested by customer in the evaluation form) and determine if the file is still unusable and (if need be) to rename the data file and place it in a directory or folder. EBOXLAB, INC (DENVER DATA RECOVERY) can perform this work for an additional charge.

Verifying data. EBOXLAB, INC (DENVER DATA RECOVERY) will make "Best Efforts" to verify "Targeted Data", as requested by customer: EBOXLAB, INC (DENVER DATA RECOVERY) will only spot check the remaining data files. Depending on the number of the remaining data files, it may be to cost-prohibiting and/or time consuming to check each individual remaining data file. It will then be up to the customer to examine each remaining data file and determine if the file is still unusable and (if need be) to rename the data file and place it in a directory or folder. EBOXLAB, INC (DENVER DATA RECOVERY) can perform this work for an additional charge.
NOTE: EBOXLAB, INC (DENVER DATA RECOVERY) may not be able to check some data files or databases that require a special proprietary program or version number. Customer must supply these programs to enable us to properly verify the recovered data's condition.

Customer termination of a job that it has already authorized EBOXLAB, INC (DENVER DATA RECOVERY) to go forward will incur a charge: If a customer accepts a quotation price for data recovery and then customer terminates the data recovery process before or after the data recovery process is completed, customer will be obligated to compensate EBOXLAB, INC (DENVER DATA RECOVERY) for labor and materials invested in the recovery process. This charge will be from 10% to 30% of the quoted price.

Upon the delivery of the data to the customer, it is the responsibility of customer to make a copy of it's data: EBOXLAB, INC (DENVER DATA RECOVERY) is not obligated too, but EBOXLAB, INC (DENVER DATA RECOVERY) will keep a copy of customer's data for a period of two weeks (period commencing when the customer comes in possession of it's data or when the customer is advised it's job is completed.) Afterwards, the customers data will be erased. If a copy of the data is needed by the customer, EBOXLAB, INC (DENVER DATA RECOVERY) will provide (if still within the two week period) a copy of the data at a rate of \$95.00 per hour, one hour minimum.

Customer must notify EBOXLAB, INC (DENVER DATA RECOVERY) at least one day in advance for pick-up of it's equipment: EBOXLAB, INC (DENVER DATA RECOVERY) staff needs time to properly "Out Process" any customer equipment or recovered data, to avoid any rush errors, misunderstandings or have customer waiting.

There will be a \$25.00 charge if the hard drive (or other storage media) needs to be removed from the computer or other device. EBOXLAB, INC (DENVER DATA RECOVERY) will not be liable for any damages incurred or warranty being voided, in removal or install of hard drive (or other storage media) from or into computer or other external storage media device: Customer should seek an authorized center for removal or install of their hard drive or other storage media to minimize any possible computer damages or voiding computer warranty. EBOXLAB, INC (DENVER DATA RECOVERY) can perform these functions as a convenience for customer, but will not be liable for any damages incurred or warranty being voided.

Colorado Law shall be applied: Customer and EBOXLAB, INC (DENVER DATA RECOVERY) agree that this Agreement shall be construed, and the relations of the parties shall be determined in accordance with, the laws of Colorado. Any an all legalities shall be settled in Colorado courts.

Uncontrollable Circumstances: Either party's performance of any part of this Agreement shall be excused if the performance of recovery or estimate is hindered, delayed, or made impossible due to: Acts or omissions of other party, flood, fire, earthquake, strike, war, riot, or unavailability of parts or software.

Provisions of this Agreement: If any provision of this Agreement is in violation of any Colorado 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. Any an all legalities shall be settled in Colorado courts.

Entire Agreement: This Customer Agreement is complete at the time you agreed to it by completing the Evaluation process, and this Customer Agreement constitutes the entire agreement between the parties, and no other agreement, written, stored electronically or oral, exists between you (the customer) and EBOXLAB, INC (DENVER DATA RECOVERY).

Client Signature _____ **Date** _____