



Dallas Headquarters
 17778 Preston Rd.
 Dallas, TX 75252 USA
 Toll Free 877.304.7189
 Fax 972.528.6587

ACE Data Recovery Work Order

Diagnostic Service Level Required- (please check one) Standard Diagnostic Expedited Diagnostic (starting at \$269.00)

Primary Contact Information-

Name: _____ Company: _____

Secondary contact name: (delegate for primary) _____

Address: _____ Suite/Appt: _____

City: _____ State: _____ Zip Code: _____

Phone: (primary) _____ Phone: (secondary) _____

Fax: _____ Email: _____

How did you find us?: (please do not leave blank) _____

Why did you choose ACE?: _____

Partner Information- Name: _____ Company: _____

Media Information-

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

Make: _____ Model: _____ Total Capacity: _____

Serial Number/s: _____

System Platform- (please check one) Microsoft Apple Novell Linux Unix Other: _____

Failure Summary- (please describe briefly what happened)

Folders and Files Needed- (This field is the most important field on this form. Recovery is not always 100% so we need to know what the deal-breaker is for you and what you consider a success. **Simply entering "All" or "All Data" will not be accepted.**)

My Data is Encrypted- Yes No **After a SUCCESSFUL recovery, your original media will be securely recycled-** Yes No
 (FREE recycling to protect our environment and help others with needed parts)

Terms and Conditions

THIS AGREEMENT is between ACE DATA RECOVERY, hereinafter referred to as ACE, and the client named above, hereinafter referred to as CLIENT.

NO DATA NO CHARGE GUARANTEE. CLIENT acknowledges that this media is failed and or corrupted and that the requested data resides on this media. CLIENT agrees that if the wrong media was submitted for recovery by CLIENT, then CLIENT is still liable for the costs of recovery of the media as quoted. If ACE is unable to recover any of the requested files from the correct media, during normal business hours, then there are no labor charges to CLIENT. Expedited and hybrid diagnostic fees are non-refundable. ACE agrees to use its best effort to attempt said recovery, and CLIENT agrees that ACE is in no way liable in the event ACE is unsuccessful in recovering CLIENT'S data and CLIENT acknowledges that the returned media with the recovered data will not be bootable and that operating systems and application programs will not be usable. Please note that you may receive back more data than you request and this does not add extra cost. This is because, typically, all data is available after procedures.

MANUFACTURER WARRANTY MAY BE VOID. Although most manufacturers will honor product warranties following data recovery procedures, in no way shall ACE be liable if CLIENT'S computer/media manufacturer's warranty is void due to any action taken by ACE.

SERVICES ESTIMATE. ACE has estimated the initial cost of evaluating CLIENT'S media to be FREE for one each, standard, single hard drive and all removable media with the exception of tapes. Each additional single media is **ninety-nine dollars (\$99)**. Other media/configurations deemed hybrid or complex by ACE and will be priced outside of this agreement. Evaluation fee for hard drives which have the factory seals broken is **ninety-nine dollars (\$99)**. Should CLIENT wish to have this evaluation performed on an expedited basis, the initial cost is **two hundred sixty-nine dollars (\$269)**. This evaluation fee is non-refundable and separate from recovery procedure costs. All amounts are in US dollars. ACE will notify Client with an estimate for the data recovery. Upon signed approval or responded email of the cost estimate, ACE will proceed with the recovery. ACE, as a courtesy only, will retain CLIENT data (images and or logical data) for five (5) business days after completion of the project. CLIENT agrees to check and verify the recovered data to insure validity and completeness within this five day period and agrees that ACE will hold no liability for any corrupted or lost data outside of this window. **CLIENT AGREES THAT REINTEGRATION OF THE RECOVERED DATA IS THEIR RESPONSIBILITY.**

INITIAL PAYMENT AND FINAL PAYMENT. CLIENT agrees to pay ACE 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 ACE. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. Recovery rates during normal business hours are **one hundred fifty-nine dollars (\$159)** per hour. After-hours and or expedited work shall be billed at **two hundred sixty-nine dollars (\$269)** per hour and an additional **nine hundred dollars (\$900)** scheduling fee, per engineer, will apply if engineers must be called in and is non-refundable and does not apply to the cost of recovery. **CLIENT agrees that hours worked on after-hours projects will be billed for all time whether or not the requested data is recovered.** Hours quoted (billable hours) include machine time, engineering, management and administrative support. Hours quoted are typical for a given failure mechanism. Complex, hybrid recoveries may be quoted as a flat job cost. CLIENT agrees that all charges are to be applied to the initial account (credit card initially presented for diagnostic fee) unless otherwise instructed in writing. If a purchase order is to be used, prior arrangements/approvals must be made before completion of the project and the **PO must specify net 30 day terms.** Payment includes all applicable taxes, if applicable, including but not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes. **Proof of your tax-exempt status must be presented up front. ACE will refund taxes after a transaction has been made at a cost of 6% of the invoice total.** CLIENT agrees that return shipping is free of charge for completed or failed projects and that shipping will be billed, **starting at twenty five dollars (\$25)**, for declined or no-quote projects or for shipments outside of the continental US. CLIENT agrees that cancellation fees will be billed in the event an approved project is cancelled by CLIENT prior to completion and will be based on parts cost and percentage of completion and or hours expended.

CLIENT PROPERTIES. CLIENT AGREES THAT ACE ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND OR PROPERTY WHILE PERFORMING DIAGNOSTICS AND OR DATA RECOVERY PROCEDURES OR DURING THE REMOVAL OF MEDIA FROM THE HOST COMPUTER/APPLIANCE. CLIENT AGREES THAT ACE ASSUMES NO LIABILITY FOR LOSS OR DAMAGE TO CLIENT'S DATA AND OR PROPERTY DURING SHIPMENT OR FOR UNINSURED SHIPMENTS OR DURING SHIPMENT BETWEEN ACE'S FACILITIES, SERVICE CENTERS OR OTHER ASSOCIATED ENTITIES. CLIENT agrees that all submitted media and associated hardware may be destroyed by ACE if CLIENT does not respond within **20 business days** of ACE'S attempts prompting CLIENT'S decision/permission to: a) proceed with the project, b) decline the project, c) review and accept or decline listings of recovered files or d) ship back or destroy the properties. ACE assumes abandonment after these attempts. CLIENT agrees that the email account/address given to ACE at the initial submission of the properties and or during the duration of the project, will be used for this correspondence. If an email account/address is not available, CLIENT agrees that ACE holds no liability for destroyed properties if attempted contact by phone fails.

COLLECTION. Any delinquent account will bear interest from its due date until paid at the highest rate permitted by law. Additionally, if final bill is placed with a collection agency, CLIENT agrees to pay the collection fee made necessary and will be 25% of the amount of the final invoice including all collection fee taxes and any other collections costs 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. ACE acknowledges that the information contained on the media is confidential, and ACE 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. CLIENT agrees that ACE may work openly with insurance claims adjusters and investigators concerning cause and affect of data loss.

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 Texas, and all obligations of the Parties created in this Agreement are performable in Collin County, Texas, United States of America.

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

Signature: **X** _____ dated this _____ day of _____