

# RECOVERY REQUEST



7020 Portwest Drive  
Suite 130  
Houston, TX 77024  
Ph. (713) 864-7845  
Fx. (713) 864-7849

DATE: \_\_\_\_\_

PLEASE COMPLETE ALL INFORMATION:

### POINT OF CONTACT:

Name: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Email address: \_\_\_\_\_

### BILL TO (CLIENT):

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address/Suite#: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email address: \_\_\_\_\_

### THIRD PARTY INFORMATION (IF APPLICABLE):

Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address/Suite#: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email address: \_\_\_\_\_

### PAYMENT METHOD

Visa                       American Express  
 Mastercard               Discover

Cardholder's Name: \_\_\_\_\_  
Card #: \_\_\_\_\_  
Security Code: \_\_\_\_\_  
Exp. Date (Month/Year) \_\_\_\_\_  
Billing Address for card: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

How did you hear about Disc, Inc.? \_\_\_\_\_

Disc, Inc. provides a free initial recovery evaluation. If additional diagnostics are required beyond the initial evaluation, a fee may apply, but you will be notified prior to accruing any charges. Hard drive recoveries **start** at \$350, but can run in excess of \$550. The price is dependent upon the complexity and parts required for the job. Please initial here stating you understand the starting price is \$350 \_\_\_\_\_. By leaving your drive, you indicate that you are willing to pay a **minimum** of \$350 should Disc, Inc. be successful in our recovery attempts. If Disc, Inc. is able to recover your data and you opt against it, a \$25 processing fee will apply. Please read and sign page two for additional details.

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THIS AGREEMENT between Disc, Inc. and (Client) \_\_\_\_\_ hereinafter referred to as CLIENT. CLIENT agrees that the data on the medium, known to the parties as: (describe media) \_\_\_\_\_

has been LOST and that DISC, Inc. agrees to attempt to recover CLIENT'S data on said medium.

**DATA RECOVERY IS NOT GUARANTEED.** Disc, Inc. agrees to use its best effort to attempt said recovery, and CLIENT agrees that Disc, Inc. is in no way liable in the event Disc, Inc. is unsuccessful in recovering CLIENT'S data. Disc, Inc. cannot guarantee the recovery of specific files. **DISC, INC. ASSUMES NO LIABILITY FOR DAMAGE TO CLIENT'S DATA AND/OR PROPERTY WHILE PERFORMING DATA RECOVERY PROCEDURES OR DURING SHIPMENT OR FOR UNINSURED SHIPMENTS.**

**DISC, INC. DOES NOT PROVIDE FORENSICS RECOVERY.** The data recovered is not to be used in a court of law or as evidence in any type of court case. Data is to be used for personal use only. \_\_\_\_\_ (Contact initial)

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

**INITIAL PAYMENT AND FINAL PAYMENT.** CLIENT agrees to pay Disc, Inc. for all services provided to CLIENT as described above. The initial evaluation is at no charge. In the event that Disc, Inc. can recover your data and you opt not to proceed, a \$25 processing fee will apply. If advanced diagnostics are required to determine the drive's recovery chances, an initial payment of *no less than* one hundred fifty dollars (\$150.00), dependent upon the complexity of the problem, is payable upon receipt of the media and will be applied to the engineer's review labor. The CLIENT'S final bill is due and payable upon completion. CLIENT agrees that the recovered data will be released only after the final invoice has been paid in full. CLIENT agrees that all charges are to be applied to the initial account (credit card initially presented for diagnostic fee) unless otherwise instructed. If a different method of payment for the final invoice is required then arrangements must be made in advance. Payment includes all applicable taxes (unless you provide proof of your tax-exempt status) including, but not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes.

**PICKUP POLICY.** After terms of the job are agreed upon, CLIENT will be notified with pickup instructions when the job is complete. All materials must be picked up within 30 days of notification or they will be recycled. Once client picks up data DISC Inc. is not responsible for keeping a copy of recovered data. All Recovered data will be deleted from the systems once the job is complete. \_\_\_\_\_ (Contact initial)

**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 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.** Disc, Inc. acknowledges that information contained on the media is highly confidential, and Disc Inc. shall not disclose any of said 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 Texas.

Title: \_\_\_\_\_

Contact's 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 \_\_\_\_\_ 2012



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### Incident Report

PLEASE COMPLETE THIS FORM.

IT MUST BE RETURNED BEFORE WE CAN BEGIN THE *INITIAL ANALYSIS*.

#### REQUIRED INFORMATION:

Disk Drive: Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Serial No.: \_\_\_\_\_

General Failure Symptoms: (What happened, unusual sounds, etc.)

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Identification of the critical data: (Provide as much information as possible - i.e. sub-directories name, extensions, file names, program name or type, etc.).

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Have any recovery efforts been attempted already? (Circle) Y N. Describe what was done:

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What media would you like us to transfer your data to if recovered?

- I will supply an external hard drive or other storage device
- I would like to purchase a hard drive or storage device from Disc, Inc.
- I will make that determination upon receiving the quote.

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