



## **INTEK Data Recovery Terms**

**DATA RECOVERY IS NOT GUARANTEED.** There will be no charge unless INTEK recovers the “important” data located on CLIENT’s medium. If only a portion of this important data is recovered, INTEK shall bill pro-rata. A list or separate attachment indicating the important data is required for this "no data / no charge" offer. If no list is provided, INTEK's rate shall be based on the percentage of all data that is recovered. Determination of recovery success shall be at INTEK’s sole discretion. INTEK agrees to use all resources and technology available (located at INTEK's data recovery laboratory in California, Illinois, or Minnesota) to attempt said recovery, and CLIENT agrees that INTEK is in no way liable in the event INTEK is unsuccessful in recovering CLIENT'S data on the aforementioned medium. In performing its services under this contract, INTEK must break the factory seals on CLIENT'S medium. CLIENT agrees that INTEK is not liable for any consequences of this action. Any claims of missing, corrupted, or otherwise damaged data must be made in writing within 5 business days of your receipt of the recovered data. INTEK assumes no liability for damage to CLIENT's property during shipment or for uninsured shipments.

**EVALUATION.** INTEK’s guarantee is to provide an evaluation using all resources and technology available (located at INTEK’s data recovery laboratory in Illinois). No warranty is stated or implied as to the accuracy of such evaluation or the timeliness thereof.

**SERVICES ESTIMATE.** INTEK has estimated the maximum cost of recovery. This cost estimate is provided in writing to CLIENT prior to commencement of work. All amounts are payable in US currency only. Services estimate does not include evaluation fees (if any) previously agreed to by CLIENT for priority evaluation of CLIENT’s medium. INTEK agrees to notify CLIENT in the event the cost exceeds this estimate by more than ten percent (10%). Overdue Invoices may be subject to a 1.5% service charge per month. Accounts that are delinquent in payment by more than 30 days will result in the loss of any and all discounts applied to original invoice. Any discounts applied are revoked if payment becomes overdue.

**CLIENT ERROR.** If CLIENT sends the wrong medium to INTEK for recovery, and INTEK is successful in recovering the data, CLIENT is responsible for the recovery charges.

**TRANSPORTATION.** The CLIENT authorizes INTEK Data Recovery, its employees, independent contractors, and agents, to receive and transport this media/equipment/data to, from and between its facilities. INTEK assumes no liability for damage to CLIENT's property during shipment or for uninsured shipments.

**OWNERSHIP.** The CLIENT hereby represents, warrants, and affirms that he, she, or it is the owner or the authorized representative of the owner of the property and all of the information and data stored on said property. By asking INTEK Data Recovery to enter into this agreement with you, as CLIENT, you declare, under penalty of perjury, that the foregoing representations are true and correct. You agree to indemnify INTEK Data Recovery for any claims against INTEK Data Recovery related to this data recovery effort, in the event that your representation that you own the data and other information is incorrect.

**FAILURE TO CLAIM PROPERTY.** Any property left with INTEK Data Recovery unclaimed for 90 days, will be disposed. At which time, INTEK Data Recovery shall have no liability to the CLIENT or any third party.



**TURNAROUND TIME.** INTEK will attempt to complete the recovery within a time frame specified in its evaluation of said medium. Due to circumstances beyond its control, INTEK does not imply, represent, guarantee or commit to a completion date. Any turnaround estimate given is an estimate only, and all amounts due under this contract apply regardless of turnaround time.

**CONFIDENTIALITY.** INTEK Data Recovery agrees not to disclose any and all information or data files supplied with, stored on, or recovered from CLIENT equipment except to employees, independent contractors, attorneys, or agents of INTEK Data Recovery subject to confidentiality agreements or as required by law.

**PREPAYMENT AND FINAL PAYMENT.** CLIENT agrees to pay INTEK for all services provided to CLIENT as described above. Any advance payment is to be applied to CLIENT'S final bill which is due upon receipt of an invoice from INTEK. 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. If the original media remains unclaimed thirty (30) days after the recovery process has been ended by INTEK or CLIENT, INTEK reserves the right to securely destroy CLIENT'S original media at no additional charge to CLIENT.

**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. Any action by either party to enforce this agreement shall be brought about only in the courts of Missouri. Should any clause, provision, or sentence of this agreement be determined by a court to be invalid, that clause, provision, or sentence alone shall be invalid, and the remaining parts of this agreement shall be considered in full force and effect. In any action to enforce this Agreement, INTEK shall be entitled to recover its costs and expenses, including reasonable attorney's fees.