

# Data Surgeon Inc.

18529 Chemawa LN NE, Silverton, OR 97381

Telephone: (503) 333-4635

E-Mail: [surgeon@datasurgeon.com](mailto:surgeon@datasurgeon.com)

Website: [datasurgeon.com](http://datasurgeon.com)

## Data Recovery Services

Date: \_\_\_\_\_

Client: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Drive Storage Capacity: \_\_\_\_\_

Make/Model #: \_\_\_\_\_

For and in consideration of service fees paid by the client, Data Surgeon Inc. shall diagnose and provide recovery and if necessary repair services for the client's peripheral data storage hardware systems. This contract does NOT cover any system reload and/or remerging of data.

Details of Data Loss: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Service Fees

Evaluation Fee \$ 50.00

Data Recovery Service Fee \_\_\_\_\_

Recovery service fee to be emailed back to client after evaluation

### Rate Calculation

Evaluation fee \$ 50.00

Data Recovery Service Fee \$ \_\_\_\_\_

Total Parts \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Retainer Paid \$ \_\_\_\_\_ Balance \$ \_\_\_\_\_

## Contract Agreement

Attempted repair of components by the client or others not authorized by Data Surgeon Inc., or abuse, misuse, or tampering with the Drive or Data Peripheral, its various subsystems and devices by the client or others will require higher fees than the ones listed verbally or on the web site or may render the data collection point unrecoverable. Recovery services require a **non-refundable evaluation fee of \$50**. This fee includes testing and evaluation to verify whether or not data can be recovered. It will be subtracted from the recovery fee if we are able to recover the data. The evaluation period takes at least 7 business days from evaluation payment and receipt of the hard drive. After evaluation, we will contact and inform you of how long it will take to recover your data and the status of your drive. If possible a list of files will be produced for review to determine if the client is willing to proceed with the recovery at the full price. All items opened (cases, laptops, workstations, etc) may void all manufactures warranties. All hard drives tested may void manufactures warranties. All data obtained will be transferred onto a hard drive provided by the client or purchased by Data Surgeon Inc. Additional charges apply for these items. If the data is small enough to fit onto a CD or DVD then CD's are \$15 per 650 mg. DVD's are \$25 per 4.5 gigs Double Layer DVD are \$35 per 8.5 gigs. You may supply your own hard drive but not CD's/DVDs as labor and quality is included in their pricing. Storage fees of \$120 per week apply after initial 2 weeks of storage. Data Surgeon Inc. assumes no liability and shall not be held responsible for any data loss from components, including Hard Drives, USB Stick, Memory SD Cards, Tape backups, CDs, diskettes or other data collection points. The client agrees to fully and completely release and indemnify Data Surgeon Inc., its officers, agents, employees from any liability other than that which is set forth herein. The client gives Data Surgeon Inc. authority to diagnose and repair components or assemblies with hardware or parts of similar or same design, speed, capacity, or capability, as is best determined by Data Surgeon Inc. For the purpose of Data Recovery only (not drive reuse). In the unlikely event there is a dispute with Data Surgeon Inc., the dispute will be settled by arbitration through the Better Business Bureau of Metropolitan Atlanta. **Extra charges shall apply for additional work not determined at the outset of this Agreement.** Returned checks shall be assessed a fee of \$35.00 per item.

**Client Acceptance:** The contract terms, special conditions, and prices are hereby understood and accepted by the parties. Data Surgeon Inc. is authorized to perform the work as outlined herein by the client.

\_\_\_\_\_  
**Client Acknowledgment and Authorization**

\_\_\_\_\_  
**For Data Surgeon Inc.**