



3333 South Bannock Street, Suite 10—Englewood, CO 80110
 Toll Free (866)344-6339—Phone (303)730-0555—Fax (303)730-3305

Internal Use Only
SalesRep: _____
Time: _____ Date: _____

Please check the appropriate service that you're requesting:

Will the data being recovered be used in court or binding arbitration? YES / NO If neither selection is circled, no work will be performed until an available representative contacts you.

How did you hear aboutdigitalmedix? _____

Your Information:

Company: _____ Contact: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Fax: _____

Email address: _____

Alternate Contact: _____ Alternate Phone: _____

Drive Information:

Drive or Computer Manufacturer: _____ Serial #: _____

What operating system is the media formatted in? Example: WindowsXP Home _____

What happened at the time of loss? _____

Did you run scandisk, chkdsk, or any other utility including recovery software? If so, please explain _____

What data do you need recovered? Do you know the file path or directory it is in? If so, please list _____

Other File Types _____

Notes: _____

<i>Price range for your media type:.</i>			
Media Type	Eval Fee	Recovery Cost	Time Frame
Hard Drive/RAID 1			
Logical	Free	\$495-\$995 Mac \$595-\$1495	Usually 24hrs
Physical	Free	\$995-\$1995 Mac \$1295-\$2495	24-72hrs +
CD/DVD/ZIP/JAZ/FD	Free	\$100-\$500	Usually 24hrs
RAID 0 (stripe)	\$250	\$2500 +	24hrs +
RAID 5 (parity+stripe)	\$500	\$4000 +	24hrs +
Digital Camera	Free	\$100	Same day

Please read and sign the Terms & Conditions on the next page. No work will be performed without a signature.

Terms & Conditions

digitalmedix and Customer agree that all goods and services provided by Digitalmedix for this engagement will be governed by the following terms and conditions:

The Engagement:

Customer engages digitalmedix and/or its suppliers to use all reasonable efforts to: Inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time. digitalmedix estimated charges may not be sufficient to accomplish the engagement; no additional work will be performed without Customer written authorization.

Confidentiality:

digitalmedix will use any customer Information only for the purpose of fulfilling the engagement, and will otherwise hold Customer Information in the strictest confidence. Confidentiality obligations shall not apply to any information which enters the public domain through no fault of digitalmedix; which was known to digitalmedix prior to receipt from Customer, which is disclosed to digitalmedix by a third party (other than employees or agents of either party) which in making such information available to digitalmedix is not in violation of any confidentiality obligation to the disclosing party; or which is independently developed by digitalmedix without recourse to the Customer information. Customer understands that digitalmedix will disclose to the appropriate authorities any information or data which is in violation of state or federal child pornography statutes as well as any information or data which indicates a plan to harm third persons. Further, customer waives any confidentiality and holds digitalmedix harmless for disclosure of the preceding information to relevant authorities.

Payment:

Customer agrees to pay digitalmedix ---- in full for all work authorized by Customer ----, Such work ---- typically includes charges for digitalmedix services, reasonable travel and per diem expenses for on-sight work, shipping and Insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used in the engagement. Unless otherwise agreed to in advance by digitalmedix, all such sums are due and payable in advance, by company check, bank money order, or major credit card.

Acknowledgment of Existing Conditions:

Customer acknowledges that the equipment/data/media may be damaged prior to digitalmedix receipt and Customer further acknowledges that the efforts of digitalmedix and/or its suppliers to complete the engagement may result in the destruction of or further damage to the equipment/data/media. digitalmedix for itself and its supplies regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during digitalmedix efforts to complete the Engagement.

Unpaid Charges; Security Interest:

In the event there are any unpaid charges, Customer grants digitalmedix a security interest in and to the equipment/data/media to secure the payment of the charges incurred hereunder. Any items which have not been claimed and paid for within thirty (30) days after the date of completion of the Engagement will be considered abandoned by the Customer and may be disposed of (including all data/media containing data) at the sole discretion of digitalmedix.

No Warranties; Disclaimer of all Warranties:

digitalmedix for itself and its suppliers, makes and customer receives no warranties or conditions for any good or service, express, implied, statutory, or in any communication with customer, and digitalmedix, for itself and its suppliers, specifically disclaims any implied warranty of merchantability or fitness for a particular purpose, and arising from usage of trade or course of dealing or performance.

Limitation of Liability; Limitation of Damages:

In no event will digitalmedix or its suppliers be liable for any damages whatsoever, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential, or indirect damages arising from the Engagement, even if digitalmedix or any authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The total liability of digitalmedix or its suppliers to Customer under this Agreement shall in no event exceed the total sums paid by Customer to Digitalmedix.

Customer's Representation and Indemnification:

Customer warrants to digitalmedix that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to digitalmedix; and Customer will defend, at its expense, indemnity, and hold digitalmedix and its suppliers harmless against any damages or expenses that may occur (including reasonable attorney's fees), and pay any cost, damages, or attorney's fees awarded against digitalmedix resulting from Customer's breach of this section.

Uncontrollable Circumstances:

Either party's performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or make impractical by: (a) the acts or omissions of other party; (b) flood, fire, strike, war, or riot; (c) availability of parts or software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party. Upon the occurrence of any such event(s), the party whose performance is so affected shall notify the other party of the nature and extent of the event(s) so that decisions to mitigate the negative effect(s) of such event(s) may be promptly made.

Attorney & Collections Fees:

Should digitalmedix be forced to bring legal or collections action against Customer for any reason, Customer hereby agrees that, should digitalmedix prevail in such action through settlement or judgment, Customer will also be liable for all legal costs (including attorney and collection fees) incurred in relation to said legal action.

Miscellaneous:

The parties agree that this agreement shall be construed and the relations of the parties shall be determined in accordance with the laws of the state of Colorado; provided, however, that if any provisions of this Agreement is in violation of any applicable law, such provision shall to such extend be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. The place of adoption of this Agreement is deemed to be the principal place of business of digitalmedix, Inc., 3333 S. Bannock St., Ste 10, Englewood, Colorado 80110 U.S.A. Any revision or modification of this agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party to this agreement. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

Printed Name: _____

Signature: _____ Date: _____

*By signing you agree to the terms and conditions set forth above.