

DATA RECOVERY SERVICE AGREEMENT

THIS AGREEMENT is between IT Data Recovery hereinafter referred to as ITDR or CONTRACTOR, and Williamson County (client name) Hereinafter refer to as CLIENT or COUNTY.

WITNESSITH: ITDR and CLIENT agree that the data on the medium, known to the parties as 6x500GB SAS Drive RAID6 array with 3 bad drives. has been LOST and ITDR agrees to attempt data recovery of CLIENT'S data on said medium.

DATA RECOVERY IS NOT GUARANTEED, but ITDR charges recovery fees only when successful. CLIENT agrees that ITDR is in no way liable in the event ITDR is unsuccessful in recovering CLIENT'S data on the aforementioned media. CLIENT understands that the medium/data listed above is damaged, failing, or otherwise inaccessible, and understands that though precautions will be taken to avoid further degradation of the medium/data, in some cases the condition of the medium may degrade as a result of recovery attempts, even by professional data recovery labs. In rare cases, ITDR may send CLIENT drive to partner labs for increased chances of successful recovery of specialized cases or portions thereof. CLIENT releases ITDR of all liability for any claim for loss or damages to the media or data caused by efforts to retrieve data or otherwise, including during shipping. CLIENT agrees that ITDR's total liability to CLIENT arising out of this agreement and/or termination thereof for any losses, claims, costs or damages, whether direct or indirect shall in no event exceed the total amount actually paid by CLIENT to ITDR.

MANUFACTURER WARRANTY MAY BE VOID ON MEDIUM. In certain cases ITDR must perform sophisticated and proprietary procedures to client's media in order to recover data. In no way shall ITDR be liable if CLIENT'S manufacturer warranty is VOID due to any action taken by ITDR, though this has never been a problem reported from any of our past clients.

SERVICES QUOTE. The cost for data recovery on said medium will be : \$7900.00 for successful recovery
The \$7900.00 quote will not be exceeded. \$1900.00 if unsuccessful (Attempt fee)
PREPAYMENT AND FINAL PAYMENT. CLIENT agrees to pay ITDR for all services provided to CLIENT as described above within 30 days of completion of recovery, and prior to shipment of recovered data.

REFUND POLICY. ITDR cannot guarantee full recovery of all data for every CLIENT. CLIENT will be responsible for payment to ITDR for recovery services whenever any of the requested files have been recovered. If the recovered data on medium is not readable to CLIENT, CLIENT must contact ITDR within 10 days of receipt of recovered data for a reexamination of the recovered data. If CLIENT'S copy of recovery is proven unreadable, but ITDR'S backup is valid and readable, ITDR will resend the recovered data to CLIENT. If CLIENT contacts ITDR within 10 days, and all of the recovered data from the medium is proven unreadable, including ITDR'S backup of the recovery, a refund will be issued for recovery services and any returned hardware purchases.

DATA SAFETY. ITDR will always protect CLIENT data and personal information with the same degree of confidentiality that we protect our own data with. ITDR suggests CLIENT make multiple copies of the recovery to avoid necessity of future recovery as all drives eventually fail. Any remaining copies of recovered CLIENT data will eventually be destroyed, usually within 30 days though ITDR only guarantees to maintain copies of the recovery for 10 days. If CLIENT wishes for all CLIENT data copies to be destroyed prior to 30 days after shipment, they may request this in writing via email. If CLIENT chooses to make this request, the data recovery is considered a success and final, since ITDR will destroy all remaining copies of CLIENT data and no further requests toward recovery will be possible without re-performing the recovery with original CLIENT media, for which another recovery fee would be charged. The original CLIENT bad media will be returned to CLIENT upon request, though we do ask for permission to keep bad drives' parts for use in future recoveries, and to avoid the extra work of disassembling / reassembling bad drives. All donated or abandoned CLIENT media is kept for 60 days before becoming a parts drive and/or safely disposed of.

CLIENT required addenda:

Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an

invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Audit Clause: **County** or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of **Contractor** that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Contractor** agrees that **County** shall have access during normal working hours to all necessary **Contractor** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. **County** shall give **Contractor** reasonable advance notice of intended audits.

ENTIRE AGREEMENT AND ENFORCEMENT. This Agreement (including any addenda) constitutes the entire Agreement as to its subject matter and supercedes 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 affect. In any action to enforce this agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

ACCEPTED BY: Thomas Hall  for IT DATA RECOVERY DATE: 9/26/12

I _____ (printed name), am a duly authorized agent of

Williamson County (CLIENT) with authority to make final decisions regarding the medium listed above. I hereby agree to the terms listed above.

SIGNATURE  DATE: 10-05-2012
Return to fax# 1.866.884.0821 email: support@certifieddatarecovery.com