



Unatek, Inc.

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1100 Mercantile Lane
Suite 115A, Largo, MD 20774
<http://www.unatek.com>

Forensic Evidence Service Recovery Agreement

Date: _____

Unatek Case#: _____

Customer Information

Name: _____

Company: _____

Address: _____

Suite/Apt: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Authorized Representative: _____

Internet Email Address: _____

Case Name: _____

Service Levels

Please Choose One of the following Service Levels
(Fees are for each media evaluated)

SERVICE LEVEL	Price
<input type="checkbox"/> Standard	\$140 per hour
<input type="checkbox"/> After Hours/Weekend	\$250 per hour
<input type="checkbox"/> Holiday	\$300 per hour
Please provide authorized retainer: Minimum Retainer (10 hrs)	\$1,400

Standard hours are 8 am to 5 pm, Monday through Friday.

All incurred fees are non-refundable. Any unused retainer will be refunded to the client

Minimum retainer is \$1,400 per device.

The recommended retainer is 10 hours of work to receive a wide array of investigations. Unatek, Inc. will calculate final total costs for off-site data acquisition and recommended fees for evidence recovery evaluation based on the information provided herein and after discussion with client. See Attachment A for applicable hourly rates. Approval and payment of retainer amounts are due prior to start of work.

Select Payment Method

<input type="checkbox"/> Company Check	<input type="checkbox"/> P.O. # _____ *
<input type="checkbox"/> Credit Card (circle one)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover
Card Number _____	Exp. Date ____ Mo. ____ Yr.
Name as it appears on card _____	
Signature _____	

(If you have selected to pay by credit card, this signature also authorizes charges.)

• P.O. subject to approval by Unatek, Inc. management.

Please complete this section if Unatek, Inc. will be required to provide any offsite services including data acquisition, consulting, or

Will Unatek, Inc. be required to travel outside of the Austin area?

Y / N

What arrangements will be made to accommodate onsite data acquisition by Unatek, Inc.?

Will a search warrant or court order be in effect to allow Unatek, Inc. to access the data at the specified locations?

Y / N

Location Information

(Please list all locations to which Unatek inc.s employees will be required to travel)

Loc #	Address	City	St	Zip	Dates of Acquisition	Public or Private
1						
2						
3						
4						
5						

Data Acquisition Equipment Inventory

(Please list the quantities and types of media for which offsite data acquisition will be required for each location listed above)

Loc #	Media Type (Hard drive, Tape, etc.)	Quantity (Each)	Approximate Size (GB)

Forensic Electronic Evidence Recovery

Media Inventory

(Complete the following if you will be sending media to Unatek's Lab for evaluation)

(List all equipment and media you will be sending to Unatek's if known)

	Media Type	Manufacturer	Model Number	Serial Number
1.				
2.				
3.				
4.				
5.				

Y N

Will video documentation be required? N (Subject to approval by Unatek, Inc. management)
Y
Will manifest logging be required? Y N

Special Instructions

Please provide the conclusion(s) the investigation should reach, as well as any additional information or instructions.

Terms and Conditions

The services provided by Unatek, Inc. for the customer will be conducted under the following terms and conditions.

- 1 This agreement is for acquisition of data and/or subsequent evaluation/recovery of electronic evidence at the listed locations by DataBank. Unatek, Inc.'s will use it's best efforts and expertise to acquire data, recover evidence, and provide other requested associated data/evidence recovery services for the client.
- 2 Customer represents that he/she is in lawful possession of, or has lawful right to access all data, media, and/or equipment made available to Unatek, and has lawful purpose to request Unatek, Inc.
- 3 A minimum, nonrefundable retainer fee will be due before start of work for the service level indicated. Unatek Inc.'s will charge the associated rate for all time spent on behalf of the client, requested services including, evidence recovery, data recovery, media or data transfer, time spent preparing for and participating in depositions, travel, expert witness services, or other litigation matters within it's expertise. Customer agrees that the specified hourly rate will be applied towards the retainage fee. If work is to continue past the minimum retainer, a prepaid block (with block amounts determined by client) will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. The client can choose at any time to stop work by Unatek. See attachment A for applicable hourly rates.
- 4 If retainer is exhausted before completion of acquisition/evaluation of data, Unatek Inc.'s will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue work. Unatek Inc.'s will continue work in this fashion until work is complete or retainer is exhausted. If client chooses not to continue work at any time, Unatek Inc. will turn over to client all evidence collected to that point. Unatek Inc. will not incur expenses beyond the evaluation fee without written consent by the Customer.
- 5 Unatek Inc. will produce a report showing all collected evidence. Additional information such as location reference information, timeline of file manipulation activities, customer parameters, and other associated information may also be included in report.
- 6 Recovery of data is not guaranteed or warranted in any way by Unatek Inc.. Each item of media/data/equipment which will be returned to Customer shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in Unatek Inc.'s possession. Unatek Inc. shall not be liable to Customer for any act or omission of Unatek Inc which is the cause of loss or injury to Customer or any third party. Notwithstanding any other provision of this Agreement to the contrary, the Unatek Inc.'s total liability to Customer arising out of this Agreement and/or the termination hereof for any losses, claims, costs or damages arising out of any cause whatsoever, whether at law, in equity or otherwise, shall in no event exceed the total amount actually paid by the Customer to UnatekInc. in respect of Services performed hereunder. IN NO EVENT SHALL UNATEK INC. BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR GOODWILL, HOWEVER, CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT UNATEK INC. HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.
- 7 Neither this Agreement, nor any Supplemental Services ("SOW") or other Exhibit hereto, may be added to, modified, superseded or otherwise altered except by a written instrument signed by Unatek Inc.'s and Customer.
- 8 Data/equipment/media unclaimed or otherwise abandoned at Unatek Inc.'s location in excess of 30 days will be disposed of at Unatek Inc.'s discretion. Unatek Inc.'s will not be responsible for data/equipment/media left in its possession beyond 30 days.
- 9 In the unlikely event that a dispute arises between Customer and Unatek, both Customer and Unatek Inc.'s agree that such dispute will be resolved according to the laws of Maryland and exclusively only in courts located in Unatek place of performance, Largo, PG County, MD.
- 10 Unatek Inc. will keep all information that complies with Paragraph 3 above confidential.

Customer has read and agrees to the aforementioned terms and conditions.

Sign and Date

Client Name:

By: Its:

Date:

Attachment A – Unatek Inc.’s Hourly Rates In-Lab Services and Off-Site Services

The following rates apply to data acquisition, forensic electronic evidence recovery, trial preparation, miscellaneous litigation support, reporting, other standard In-Lab Services and other standard Offsite Services.

In-Lab	\$140
Off-Site	\$250
Holiday	\$300

Off-Site Services

Travel Is Billed Door To Door (from Unatek office to final destination).