DATALAB
Data Recovery Specialists

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DATALAB EMPLOYMENT AGREEMENT AND EVALUATION AUTHORIZATION

☐ STANDARD EVALUATION FEE	$100
☐ PRIORITY RUSH EVALUATION FEE	$300
☒ OTHER: _____**No Charge Evaluation**_____	$___0.00___ TOTAL $__0.00___

The undersigned does hereby agree to the terms and conditions hereinafter set forth:

Customer Signature: _____ **Date:** Click or tap to enter a date.

Customer Name: _____

TERMS AND CONDITIONS

Data Recovery pricing is based on Type of Device and Type of Failure and an estimate of recovery cost will be provided to customer upon completion of diagnostics. RUSH data recovery pricing is provided on a case by case basis at an additional cost.

EMPLOYMENT
Customer does hereby employ Datalab, Inc. to inspect, evaluate and attempt to identify/confirm the problem, and/or retrieve data and/or provide other services as may be requested by Customer from time to time.

CONFIDENTIALITY
Datalab shall employ reasonable measures to prevent the unauthorized use of Customers' data during the course of the recovery process, which measures shall not be less than those measures employed by Datalab in protecting is own confidential information. Datalab will not disclose confidential information except to employees or consultants reasonably requiring such information.

PAYMENT
Customer agrees to pay Datalab all sums which will include charges for Datalab services, shipping and insurance (both ways) if applicable and actual expenses, if any, for parts, media and/or off the shelf software used in the Employment. Unless otherwise agreed to in advance by Datalab, all such sums are due and payable in advance, by certified check, or credit card (Visa, MasterCard, Discover, or American Express).

ACKNOWLEDGEMENT OF EXISTING CONDITIONS
Customer acknowledges that the equipment/data/media may be damaged prior to Datalab receipt, and customer further acknowledges that the efforts of Datalab to complete the Employment may result in the destruction of or further damage to the equipment/data/media. Datalab does not assume any responsibility for additional damage that may occur to the Customers' equipment/data/media during Datalab efforts to complete the Employment. Equipment left for over 30 days shall become the property of Datalab, Inc.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES

DATALAB MAKES AND CUSTOMER RECEIEVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER AND DATALAB 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 AND LIMITATION OF DAMAGES

In no event will Datalab be liable for any indirect damages whatsoever. The total liability of Datalab to Customer under this agreement shall in no event exceed the total sums paid by Customer to Datalab.