



# DATA RECOVERY AGREEMENT

(Drive, File, Password & Data Recovery)

THIS AGREEMENT between Brydan Solutions, Inc, hereafter referred to as BRYDAN, and:

\_\_\_\_\_, hereafter referred to as CLIENT.

Client's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Other: \_\_\_\_\_

**ENGAGEMENT:**

CLIENT engages BRYDAN to use it's best efforts to attempt data recovery from CLIENT's medium which has been rendered lost, missing and/or damaged. All efforts are subject to the terms and conditions hereof.

**GUARANTEE:**

DATA RECOVERY IS NOT GUARANTEED. BRYDAN agrees to use its best efforts to attempt said recovery, and CLIENT agrees to compensate BRYDAN for it's efforts regardless of outcome. Client agrees that BRYDAN is in no way liable in the event that BRYDAN is unsuccessful in recovering CLIENT's data. BRYDAN assumes no liability for damage to CLIENT's data and/or property while performing data recovery procedures or during the removal of failed media from the CLIENT's computer or during shipment or for uninsured shipments.

**DISCLAIMER OF ALL WARRANTIES:**

BRYDAN, for itself and it's representatives, makes, and the CLIENT receives, no warranties or conditions for any goods or services, expressed, implied, statutory or in any communication with CLIENT and BRYDAN, disclaims any implied warranty of any type.

**LIMITATION OF LIABILITY:**

In no event will BRYDAN or it's representatives be liable for any damages whatsoever, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, loss of business, loss of profits, insurance related costs, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the engagement. This limitation will apply even if BRYDAN or authorized agent, supplier or representative has been advised of the possibility of such damage. The CLIENT acknowledges that the estimated and actual fees and charges reflect limitation of liability and allocation of risk.

**UNCONTROLLABLE CIRCUMSTANCES:**

Either the CLIENT or BRYDAN performance of any part of this agreement shall be excused to the extent that such performance is hindered, delayed, or made impractical by: (a) the acts of omissions of the other party; (b) flood, fire, strike, war, or riot; (c) unavailability of parts or software; (d) force majeure; (e) any other cause beyond the reasonable control of either party. Upon the occurrence of any such event the party whose performance is affected shall notify the other party of the event so the negative effects of the event can be known.

**RIGHTFUL OWNER OF THE DATA:**

BRYDAN assumes that CLIENT is the rightful owner of the data requested to be recovered, or that the rightful owner of the data has given CLIENT permission to have the data recovered.

**MANUFACTURERS WARRANTY:**

CLIENT's manufacturer warranty may be void. Although most manufacturers will honor product warranties following data recovery procedures, in no way shall BRYDAN be liable if CLIENT's manufacturer warranty is void due to the action taken by BRYDAN.

**TERMS OF PAYMENT:**

The cost of diagnosis, analysis and recovery, plus additional charges for taxes, media parts, delivery/shipping, freight and packaging are payable in advance. If the recovery of data proves to be impossible, the costs for diagnosis, analysis, recovery, parts, taxes and other incurred costs are still payable. If CLIENT declines recovery after the diagnosis phase, CLIENT is obligated to pay the diagnosis fee. If CLIENT terminates recovery during the recovery process, CLIENT remains obligated to pay all accumulated costs.

**CONFIDENTIALITY:**

CLIENT agrees that BRYDAN may use any information or data supplied with or stored on the media or in the equipment for the purpose of completing the recovery, and will otherwise hold the information in the strictest of confidence except (a) pursuant to court order or (b) as required by federal, state or local law. However, the above confidentiality obligations shall not apply to any information which at the time of disclosure is published or is otherwise in the public domain, or was known to BRYDAN prior to receipt from CLIENT.

**GOVERNING LAW AND COURT OF LAW:**

The parties hereby agree that this agreement shall be construed under and in accordance with the laws of the STATE OF NEVADA, and all obligations of the parties created in this agreement are performable in Clark County, Nevada, United States of America.

I, \_\_\_\_\_, am a duly authorized agent of \_\_\_\_\_ with authority to make final decisions regarding the medium and requested recovery services. I accept the terms and conditions as stated above.

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