

## Data Recovery Service Agreement

- I authorize UCI, Inc. to provide data recovery services as required. I will not hold UCI, Inc. or its technicians responsible for any and all data losses related to repairs. I understand that given the nature of electronic data storage and recovery services, problems could arise and are not the fault of UCI, Inc. but are coincidental and could surface at any time, even when a previous problem is corrected.
- No rush service is available for data recovery.
- **No guarantee is made that all the data listed under "Important Data" will be recovered.**
- Formatting a storage device will cause all data on that device to be erased.
- Equipment left will be finished by specified date if possible. However, no guarantee is made to when item will be finished.
- All items opened may void all manufactures warranties. All hard drives tested may void manufactures warranties.
- All data obtained will be transferred onto a hard drive, flash drive, or computer that the customer provides or purchases. Additional charges apply for these items. If the data is small enough to fit onto a DVD (4.5GBs), you will receive the first 2 free of charge. Additional DVDs are \$25. You may supply your own hard drive, flash drive or computer but you cannot provide your own DVDs.
- Data recovery service and DVD media are not covered under any warranty.
- Any data recovered will be stored on our server for 6 months from the time data is recovered.
- UCI, Inc will not be responsible for items left over 30 days. Any equipment left over 30 calendar days will become property of UCI, Inc. and will be disposed of to recover shelf space.
- Customers will receive the original hard drive after data recovery service.
- Customer's copy or sufficient identification must be shown in order to claim item(s) left for repair.
- Diagnostic fee is \$50 and is due at time of drop off.
- There is a charge for testing items in any condition.
- Labor charges are non-refundable.
- We are not responsible for lost data after service is complete and data is picked up.
- *I agree to hold UCI, Inc, its owners and technicians harmless for any coincidental damages to include, but not limited to, business interruption or other liabilities that result from permanent loss of data, corruption of data, or delayed delivery of recovered data. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UCI, Inc AND /OR ITS TECHNICIANS OR OFFICERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE DATA RECOVERY SERVICES, WITH THE DELAY OR INABILITY TO USE THE RECOVERED DATA OR PRODUCT OF DATA RECOVERY OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE DATA RECOVERY SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF UCI, Inc. OR ANY OF ITS TECHNICIANS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.*

***By signing this form, I have read and agree to the above data recovery service agreement. No service without customer signature.***

**Customer Signature:**

**Date:** \_\_\_\_\_