

D-Tech Services, LLC

24307 Magic Mountain Pkwy #274 ▲ Valencia, Ca 91355
661-755-1172
www.d-techservices.com

SERVICE AGREEMENT

This agreement is made effective as of the date set forth below by and between _____, hereinafter referred to as "client" and D-Tech Services, LLC 24307 Magic Mountain Pkwy #274 Valencia, CA 91355, hereinafter referred to as "D-Tech".

In this agreement, the party who is contracting to receive services shall be referred to as the "client" and the party who will be providing the services shall be referred to as "D-Tech".

D-Tech has a background in Computer Forensics and Data Recovery is willing to provide services to the client based on this background.

The client desires to have services provided by D-Tech.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES - D-Tech will provide the following services (collectively the "Services"):

(Choose One)

_____ Level 1 Forensic Examination – Complete, evidentiary recovery and analysis of data.

_____ Level 2 Forensic Examination – Non-evidentiary recovery and analysis of data.

_____ Level 3 Data Recovery – Non-evidentiary recovery and restoration of lost or deleted data.

2. PERFORMANCE OF SERVICES - The manner in which the Services are to be performed and the specific hours to be worked by D-Tech shall be determined by D-Tech. The client will rely on D-Tech to work as many hours as may be reasonably necessary to fulfill D-Tech's obligations under this agreement.

3. PAYMENT and FEES - The client will pay fees to D-Tech based on the below listed schedule.

Level 1 Forensic Examination – Billed hourly at \$150 per hour with a \$1500 non-refundable retainer. The retainer will be applied toward the hourly fee until the balance of the retainer is exhausted at which time D-Tech will continue billing the client bi-weekly until the services are complete.

Level 2 Forensic Examination – Flat rate, non-refundable billing of \$899.

Level 3 Data Recovery – Flat rate billing of \$399. If no data is recovered, all payments, minus \$49 expenses, will be refunded to client.

All payments are due prior to D-Tech performing the services for the client.

Court or litigation related appearances, including depositions, are billed at \$200 per hour with a 3-hour-per-

day minimum.

Any court-related stand by or 'on-call' is billed at \$200 per hour with a 2-hour-per-day minimum.

All expenses, including travel expenses and return shipping costs are billed at actual cost. Meals are paid on a per diem of \$75 per day, regardless of cost. Mileage is billed at a rate of 50 cents per mile. 1 computer and up to 5 hard drives will be shipped back to the client at no cost to client. All excess hardware will be billed at actual shipping costs.

4. NEW PROJECT APPROVAL - The client and D-Tech recognizes that D-Tech's Services will include working on various projects for the client. D-Tech shall obtain the approval of the client prior to commencement of a new project.

5. TERM/TERMINATION - This agreement shall terminate automatically upon completion by D-Tech of the services requested in this agreement. Completion is determined by D-Tech's providing a final report to the client deeming the services complete.

6. RELATIONSHIP OF PARTIES - It is understood by the parties that D-Tech is an independent contractor with respect to the client, and not an employee of the client. The client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of D-Tech.

7. EMPLOYEES - D-Tech's employee's, if any, or agents of D-Tech's who perform services for the client under this agreement shall also be bound by the provisions of this Agreement.

8. INDEMNIFICATION - The client agrees to indemnify and hold D-Tech harmless from all claims, losses, expenses, damages, fees including attorney fees, costs and/or judgements that may be asserted against the client that result from the acts, errors or omissions of D-Tech, D-Tech's employee's, if any, and/or D-Tech's agents.

Additionally, the client agrees to indemnify and hold D-Tech harmless from all claims, losses, expenses, fees including attorney fees, costs, damages and/or judgements that result from the acts, errors or omissions of D-Tech, D-Tech's employee's, if any, and/or D-Tech's agents.

9. WARRANTIES – No warranty, whether express or implied, is created by this agreement or in connection with the services requested. Client agrees and understands that data recovery and/or location is not guaranteed. D-Tech agrees to use its best efforts to attempt requested services and client agrees that D-Tech is in no way liable in the event D-Tech is unsuccessful in recovering or locating the requested data. D-Tech assumes no liability for damage to client's data or hardware while performing the requested services or during shipment or for uninsured shipments. It is the client's responsibility to ensure that the items submitted for services are packed and shipped properly. D-Tech agrees to pack and ship the items back to the client in a manner suitable for the items being shipped.

10. ASSIGNMENT - D-Tech's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of the client.

11. RETURN OF RECORDS - Upon termination of this Agreement, D-Tech shall deliver all records, notes, data, memorandum, photos, and equipment of any nature that are in D-Tech's possession or under D-Tech's control and that are the clients property.

12. NOTICES - All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

CLIENT:

D-TECH

D-Tech Services, LLC
24307 Magic Mountain Pkwy #274
Valencia, CA 91355

13. ENTIRE AGREEMENT - This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between D-Tech and the client.

14. AMENDMENT - This Agreement may be modified or amended if the amendment is agreed upon by both parties and made in writing and is signed by both parties.

15. LEGAL AUTHORITY – The client, by signing this agreement, affirms that they are the legal owners of or have the legal and lawful right to the property submitted for evaluation and the data therein.

16. APPLICABLE LAW - This Agreement shall be governed by the laws of the State of California.

Client Name: _____

I am the duly authorized agent of the client with authority to make final and legal decisions regarding the request for services:

(printed name) _____

Signature: _____

Date: _____

Accepted by: _____ for D-Tech Services, LLC

Signature: _____

Date: _____