



For the fastest Recovery time, Please call 1-800-714-4833 for scheduling.

Please choose a location below:

Vioplex Inc.
5025 Arlington Centre Blvd.
Suite 030
Columbus, OH 43220

Vioplex Inc.
10752 Deerwood Park Blvd
South Suite 100
Jacksonville, FL 32256

Vioplex Inc.
12 Desbrosses St.
Suite 001
New York, NY 10013

Vioplex Inc.
303 Perimeter Center North
Suite 300
Dunwoody, GA 30346

Vioplex Inc.
2135 CityGate Lane
Suite 300
Naperville, IL 60563

Vioplex Inc.
1100 Poydras St.
Suite 2900
New Orleans, LA 70163

Contact Name: _____

Company Name: _____

Contact Phone: _____ Cell Phone: _____

Fax Number: _____ E-Mail: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Recovery Service Level:

Emergency- Immediate Diagnostic & Recovery (\$250 Additional Per Disk Non-Refundable Fee)

Express- Immediate Diagnostic 3-4 day recovery

Select your Media type:

Hard Drive Tape Raid Zip Jump Drive Jazz Disk File Corruption Other

Media Manufacture: _____

Model/Part #: _____

Serial #: _____

Operating System: _____

Partition Type: FAT NTFS EXT2 EXT3 HFS HFS+ Other

What Caused this Data Loss?

- Do not know / not applicable
- Visible physical damage

What Recovery Attempts have been made?

- Chkdsk
- Used Data Recovery Software

- | | |
|--|--|
| <input type="checkbox"/> Reinstalled / overwritten data | <input type="checkbox"/> Moved Drive to a new system |
| <input type="checkbox"/> Drive / mechanical failure (noises/grinding/scraping) | <input type="checkbox"/> Sent to another Data Recovery Company |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Does Vioplex have authorization to open the drive for diagnostic?

- Yes No

What Files are most Important to this recovery?

- | | |
|---|--|
| <input type="checkbox"/> My Documents Folder | <input type="checkbox"/> Picture Folders |
| <input type="checkbox"/> Microsoft Office Files | <input type="checkbox"/> E-mail Files |
| <input type="checkbox"/> Music Files | <input type="checkbox"/> Database Files |
| <input type="checkbox"/> All Data Possible | <input type="checkbox"/> Other: _____ |

Do you know where the files are stored on your system? If so, please provide file structure:

How did you find out about Vioplex?

Preferred Payment Method:

Credit Card Type: Visa MasterCard American Express Discover

Name as it appears on the card: _____

Card Number: _____ - _____ - _____ - _____

Expiration Date: ____/____ **Security Code:** _____

Terms and Conditions

The Engagement.

Customer engages Vioplex Data Recovery, Inc. ("Vioplex") and/or its suppliers to: inspect, evaluate, and identify the problem (if not already identified); and/or retrieve, or minimize the damage to, the equipment/data/media; and/or provide other services as may be requested by Customer from time to time.

Confidentiality.

Vioplex will use any Customer information contained in the data, media and/or equipment provided to Vioplex by Customer only for the purpose of fulfilling the Engagement, and will otherwise hold such Customer information in the strictest confidence. Any confidential information disclosed by Customer under this agreement will remain Customer's sole property, and Vioplex shall employ reasonable measures to prevent the unauthorized use of such information, which measures shall not be less than those measures employed by Vioplex in protecting its own confidential information. Vioplex will not disclose confidential information except to employees or consultants reasonably requiring such information (and who have secrecy obligations to Vioplex) and not to any other party.

Payment.

Customer agrees to pay Vioplex all sums authorized from time to time by Customer, which will typically include charges for Vioplex services, reasonable travel and per diem expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software used

in the Engagement. Unless otherwise agreed to in advance by Vioplex, all such sums are due and payable in advance, by company check, bank money order, or credit card.

Consent.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation, verbal authorization if followed by written confirmation by Vioplex at the earliest possible opportunity, and/or facsimile.

Acknowledgment of Existing Conditions.

Customer acknowledges that the equipment/data/media may be damaged prior to Vioplex receipt, and Customer further acknowledges that the efforts of Vioplex to complete the Engagement may result in the destruction of or further damage to the equipment/data/media. Vioplex regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during Vioplex efforts to complete the Engagement.

NO WARRANTIES; DISCLAIMER OF ALL WARRANTIES.

VIOPLEX, MAKES AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS FOR ANY GOOD OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH CUSTOMER, AND VIOPLEX 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; Limitation of Damages.

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

Customer's Representation and Indemnification.

Customer warrants to Vioplex that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Vioplex, and that its collection, possession, processing and transfer of such equipment/data/media is in compliance with data protection laws to which Customer is subject; and Customer will defend, at its expense, indemnify, and hold Vioplex harmless against any damages or expenses that may occur (including reasonable attorneys' fees), and pay any cost, damages, or attorneys' fees awarded against Vioplex resulting from Customer's breach of this section.

Miscellaneous.

The parties agree that the laws of the state of Ohio shall govern this Agreement and agree to venue in Franklin County, Ohio; provided, however, that if any provision of this Agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain in full force and effect. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control. This Agreement, together with any exhibits or other attachments provided by Vioplex, constitutes the entire Agreement between the parties in relation to this subject matter and supersedes all other terms including any Customer purchase order terms.

Name: _____

Title: _____

Signature: _____ Date: ____/____/____

