

# Hyland Technologies Data Recovery Service

## INSTRUCTIONS:

Print the form, fill it out, sign and send the original with the media/equipment you ship.  
3021 Big Road P.O. Box 7 Frederick, PA 19435  
Phone : 610-754-0500 Fax 610-754-0501

Print

Close

## Contact Information

<b>Company Name:</b>	<b>Contact Name:</b>
<b>Address:</b>	<b>Telephone:</b>
<b>Email Address:</b>	<b>Fax:</b>
<b>Referring Reseller (if applicable):</b>	<b>Cell Telephone:</b>
	Is this the first time you have used Hyland Technologies? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Media for Recovery

<b>Customer Reference:</b> (For example: John Smith's laptop, accounting computer)	
<b>Media Type:</b> What are you giving us to recover from? (e.g. Hard Drive, RAID set, Laptop, Camera Card etc..)	<b>Quantity:</b>
<b>Manufacturer and Model:</b>	<b>Operating System:</b>
<b>Serial Number:</b>	<b>Is this data being recovered for possible legal actions?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Additional Parts/Media:</b> (e.g. cables, a good hard drive)	<b>Can we break the seals on the media if necessary?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**What are the most important files, folders and directories to be recovered?**  
(for example: WORD files, Email, My Documents directory)

**Describe the circumstances of the failure or inaccessibility and any remedies that have been tried:**

## Terms and Conditions

### Data Recovery Terms and Conditions

By ordering, receiving or using Hyland Technologies data recovery services you agree to these terms and conditions:

#### **Service Efforts and Process:**

Here is how our service works:

#### **Evaluation Fee and Effort:**

Upon payment of a non-refundable evaluation fee, Hyland Technologies Data Recovery with offices at 3021 Big Road, Rt. 73 Frederick, PA ("Hyland Technologies " or "we") will use reasonable efforts to determine whether any data on your data storage device or media is recoverable using our existing technology and processes (which has limitations - not all lost data can be recovered).

**Evaluation Report and Authorization of Recovery.** We will inform you of our assessment and a cost estimate for the actual recovery work. If you authorize us to perform the data recovery, we will apply our existing technology and standard processes and use reasonable efforts to recover your data.

**Successful Recovery Effort.** If we are able to recover data, we will notify you and charge you. We will not release your data to you until you have paid for our data recovery services and costs (including, without limitation, applicable service fees, material costs, new media costs, shipping costs, customs duties, and taxes).

**Unsuccessful Recovery Effort.** If, contrary to our assessment, we are unable to recover any data, we will inform you accordingly.

**Disposal of Abandoned Device, Media or Data after 90 Days.** Any device, media, or data left with us without full payment after 90 days will be disposed of in our discretion; and you release us from any obligation of confidentiality related to the device, media, and data.

#### **Service Limitations:**

Note that we cannot promise any particular results. We are only committing to reasonable efforts and the application of our existing technology and standard processes. We cannot guarantee that any data will be recovered. Also, our attempt to recover the data may result in damage to the device, media, or data, and may even render any data unrecoverable. To the extent possible, you should attempt to back up any available data before submitting it to us.

**Authorization:**

You are authorizing Hyland Technologies and its employees, agents, and delegates to conduct testing, evaluation, access, recovery attempts and processing of your data storage device or data storage media.

**Legal Rights:**

You warrant that you are the legal owner or the authorized representative of the legal owner of the device, media, and data. You warrant that that the data on your device is legal and that you have the unrestricted legal right (a) to send us the device, media, and data; (b) to have the data recovered; (c) to receive the recovered data; and (d) to agree to these terms. You will defend and indemnify us (including our directors, officers, employees, and contractors) from any claims or actions relating to the device, media, or data, or your rights or lack of rights thereto.

**Confidentiality:**

We will protect the confidentiality of your data against unauthorized disclosure using the same degree of care as we use to protect our own confidential information.

**Disclaimer of Warranties, Representations and Guarantees:**

We perform this service "as is", with all faults, at your sole risk. We do not extend any express warranties, representations or guarantees regarding our data recovery services or their results, and we expressly disclaim all implied warranties, including any implied warranty of merchantability, warranty of fitness for a particular purpose, or warranty of accuracy or completeness.

**Limitation of Liability:**

We will not be liable for any harm caused, unless you prove that we caused damages intentionally. Without limiting the generality of the foregoing, we will not be liable for the condition, existence, or loss of the data you send us or the data we recover; any loss of revenue, loss of profits, or any indirect, special, incidental, or consequential damages however caused. This disclaimer shall apply to any and all damages, regardless on the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether we have been advised of the possibility of loss or damages - unless you prove that Hyland Technologies caused damages to you intentionally.

**Liability Cap:**

The amount of our liability will not exceed the total price you actually pay us for the data recovery services. The essential purpose of this limitation is to limit our liability for performing the data recovery services; this allocation of risk is reflected in our prices. This paragraph will apply notwithstanding any other provisions in this agreement, or the failure of any remedy.

**Exclusive Remedy:**

Your exclusive remedy for unsatisfactory work or data will be, at our option, additional attempts by us to recover satisfactory data or refund of the amount paid by you. You acknowledge that the price of our services would be much greater if we undertook more extensive liability.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: X \_\_\_\_\_