



a division of CAPCOM, Inc.

9 Tanner Street, East Entry, Haddonfield, NJ 08033 – 856.428.0878 (p) – 856.428.9401 (f)

This AGREEMENT made on this the ____ day of _____, 20____ between PVL Forensics, (a division of CAPCOM, Inc.) and _____ (herein referred to as “Client”) with an address of _____

Case Name: _____ Case Number: _____ Device Number(s): _____

1. PVL Forensics, Responsibility. PVL Forensics, Inc. agrees to perform data recovery services for said Client, including but not limited to: the listed computer(s), floppy disk(s), magnetic tape(s), hard disk drive(s), CD/DVD(s), multimedia device(s), flashcard(s), thumb drive(s), PDA(s), cell phone(s) or any other related material or storage media for purpose of imaging, examining and/or recovering information including, but not limited to, letters, correspondence, memoranda, journals, electronic mail, image (picture) files, database files, deleted items, partial files, or other types of files found in the media or computer. For the purpose of developing the information that Client so requests as more specifically described in the Preliminary Examination Checklist or as set forth in a valid subpoena or court order provided by the client. Client acknowledges that if PVL Forensics discovers any documents, things, or materials which in PVL Forensics sole and absolute discretion may constitute felony level contraband, PVL Forensics has a legal and ethical obligation to notify law enforcement officials immediately and PVL Forensics will do so. Client shall release and hold harmless PVL Forensics of and from any and all rights of actions, demand, liability and all claims relating to or arising out of any disclosure by PVL Forensics to law enforcement authorities.

2. Recovery Results. – PVL Forensics has no control and therefore, can accept no responsibility over the final results of the examination as per paragraph 1 above. While the client can request for specific files, keywords, and other relevant data to be located on the supplied media, PVL Forensics cannot guarantee the recovery of any files, keywords, data and/or other electronic information due to circumstances beyond their control including, but not limited too: non-existence of requested files, keywords, or other data on supplied media, lack of technology available to recover such information and/or unreadable media.

3. Forensic Guidelines – The International Society of Forensic Computer Examiners (ISFCE) is the governing body of forensic computer examiners and has developed a specialized certification program (Certified Computer Examiner – CCE) and a code of Ethical Conduct and Professional Standards to which all certified organizations must adhere. PVL Forensics shall utilize only certified individuals for the purpose of this recovery and analyzation and will adhere to the Ethical Conduct and Professional Standards set by the ISFCE.

4. **Client Responsibility.** Client agrees to fully cooperate with and participate to the extent requested by PVL Forensics in any work performed by PVL Forensics Client agrees that they will provide PVL Forensics with any and all information PVL Forensics so requests, which is necessary for the performance of PVL Forensics, obligations under this agreement.

5. **Scope of the Agreement.** The scope of this agreement is set forth and defined in the Preliminary Examination Checklist or as set forth in a valid subpoena or court order provided by the client, as periodically may be attached hereto. The parties agree that this Agreement, the integrated Preliminary Examination Checklist (as outlined herein), and any order attached and referenced in the Checklist where applicable constitute the entire agreement of the parties.

6. **Fees.** In consideration of PVL Forensics, Inc. performance of the services as set forth in this agreement, Client shall pay PVL Forensics, Inc. as follows:

- A. Initial evidence Imaging/Acquisitions/Recovery; Review; Analyze; Consultations are billed at the rate of **\$195.00** per hour plus storage expenses if any.
- B. PVL Forensics will perform an initial evaluation of the subject device to determine if the device can be accessed and if data can be recovered. If PVL Forensics determines that the device cannot be accessed in order to recover data, then the client will be notified and will bear no charge for services rendered.
- C. If PVL Forensics determines that data can be recovered from the device, PVL Forensics will provide client with an estimated cost for data recovery services.
- D. Client will be required to pay 50% of the total cost as determine in 6C above prior to PVL Forensic beginning any data recovery work. The balance 50% is due on delivery of the recovered data.
- E. Client will be billed for any media, media supplies and shipping costs that are incurred as a result of this agreement. All media, media supplies and shipping charges are billed to the client at the same cost to that of PVL Forensics
- F. Auto travel is billed at the rate of .45 per mile or a flat \$50. per two-way trip – whichever is higher, plus \$75. for each hour of travel time. Any travel relating to this case that requires air, auto, hotel, & other travel related fees will be the financial responsibility of the client.
- G. Any other reasonable costs incurred by PVL Forensics as a result of this case. All such costs will be made know to client prior to acquiring the needed product(s) or performing the required service(s).

7. **Unable to recover data.** In the event that PVL Forensics is unable to recover any data from client supplied media as a result of, but not limited too: damaged, malfunctioning, or corrupted media, then client will be refunded any amount paid. Any further expenses paid, as specified above, as a result of performing tasks under this agreement are non-refundable.

8. **Time.** PVL Forensics, Inc. agrees to keep and record all time spent working on Client's case.

9. **Responsibility for Fees.** Client understands and acknowledges that client is solely responsible for all payment of Fees to PVL Forensics Should Client be contracting for the services of PVL Forensics on behalf of someone else this shall in no way affect the responsibility of Client to pay for all services furnished under this agreement including all attorney fees, litigation expenses and court costs. Any outside agreement between Client and a third party shall in no way become integrated into this agreement. PVL Forensics may at its sole and absolute discretion require a personal guaranty from a principal or other person associated with Client.

10. **Collections.** Client acknowledges and agrees that any and all costs, expenses including attorney's fees related to the collection of any monies owed to PVL Forensics, will be the responsibility of the Client.

11. **Past Due Accounts.** Client acknowledges that any past due account will incur interest charges to the extent they are allowable under New Jersey Law.

12. **Expenses.** Expenses incurred in the necessary course of the active case, including but not limited to: travel, hotel, airfare, etc. will be reimbursed by Client. The parties agree that the expenses will be approved in writing by Client in advance where reasonably possible. PVL Forensics will submit invoices and receipts for all expenses related to the case.

13. **Storage Fees.** PVL Forensics does not store any data from completed data recovery jobs. If client instructs PVL Forensics to retain the images and/or media, Client shall pay a monthly storage fee. A separate agreement will be utilized for storage of client data and/or client image. PVL Forensics shall in no way be held responsible by the client and client shall release and hold harmless PVL Forensics from any claims, damages or liability relating to or arising out of the destruction of the materials by PVL Forensics.

14. **Independent Contractor.** The parties intend that PVL Forensics will be an independent contractor in the performance of any and all services relating to the agreement. PVL Forensics shall have the right to control and determine the method and means of performing the service necessitated by this agreement.

15. **Sub-contractor.** PVL Forensics may sub-contract all or part of the services to be performed pursuant to this agreement if PVL Forensics determines in its sole and absolute discretion it is in the best interest of the client. All terms for this contract will remain in full force should all or part of this agreement be sub-contracted.

16. **Other Clients.** PVL Forensics retains the right to perform services for other Clients except those that may cause conflict of interest to this case.

17. **Insurance and Taxes.** Both the client and PVL Forensics agree that PVL Forensics will act as an independent contractor in the performance of its duties under this contract. PVL Forensics is responsible for all income taxes, unemployment insurance, and social security taxes, arising out of PVL Forensics 's activities in accordance with contract and will necessary maintain workers' compensation insurance for any and all employees of PVL Forensics

18. **Confidentiality.** ALL information gathered by PVL Forensics for Client's specified case is for Client only and will be kept confidential by PVL Forensics. Notwithstanding the foregoing, in the event that PVL Forensics has been retained by the client to conduct services associated with litigation all information obtained and/or retrieved by PVL Forensics shall be treated as confidential and used by the client and PVL Forensics for the purposes of preparing for a conducting pretrial and trial proceedings and appeals, if any, and for no other purpose. Only information gathered within an agreed upon order and scope defined therein will be reported. All other information will need to be added to checklist as information/scope may change. Client acknowledges that all techniques / procedures /methodologies/ Scripts / software used by PVL Forensics to obtain information for the Client will be kept confidential by both parties. Client agrees and represents not to disclose the PVL Forensics confidential information or use such confidential information for any purpose other than as permitted in writing by PVL Forensics. Client agrees not to disclose PVL Forensics confidential information to anyone other than those persons in its employ.

19. **Responsibility.** PVL Forensics shall not be liable for any actions pertaining to services provided to client or this case due to failure(s) of any hardware, data, or information acquired during investigation of failure(s). Client hereby agrees to indemnify and hold PVL Forensics harmless from any such liability.

20. **Governing Law.** Provisions of this Agreement will be interpreted and governed by the laws of the State of New Jersey.

21. **Modification.** Regardless of any oral conversations, no variations or modification to the agreement will be valid and effective unless in writing and executed by both parties. This is the entire agreement between the parties and cannot be changed or modified orally.

22. **Validity Agreement.** Should any paragraph, clause, segment, part, or covenant of this contract be held unenforceable, the remaining portions of this agreement shall remain in full force and effect.

23. **Plurality.** Where the singular pronoun is used herein as referring to Client, and it appears that more than one person constitutes the Client, then the singular pronoun shall be construed as plural, and when Client consists of more than one person, Client's obligations hereunder shall be joint and several.

24. **Termination.** Each of PVL Forensics and the Client shall be free to terminate this Agreement at any time for cause upon written notice to the other Party upon written notice. The grounds for reasonable cause shall include: material violation of this agreement and/or any act exposing the other party to liability for personal injury or property damage. In the event of a termination by either PVL Forensics or the Client, the Client shall remain responsible for all fees for professional services rendered and fees, costs, and expenses incurred or advanced through the date of termination. PVL Forensics will work with the Client to effect an orderly transition of the Matter to the Client or substitute consultant.

25. **No Authority to Bind Client.** PVL Forensics has no authority to enter any contracts or agreements on behalf of the client. This agreement does not create a partnership between the parties.

26. **Non-waiver.** The failure of either party to this Agreement to exercise any of its rights under this agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

27. **Notices.** Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Entered into the date as mentioned above herein:

PVL Forensics
(a division of CAPCOM, Inc.)

David S. Capelli, CFC, ACE, CUC, CCE, DFCEP
Duly Authorized Representative of
PVL Forensics

Signature

Dated

Client:

Duly Authorized Representative
of Client

Signature

Dated