



NeuralEarth LLC

Terms of Service

Data Recovery

Data recovery process requires a non-refundable evaluation fee of \$50. This includes testing and evaluation to verify whether or not data can be recovered. It will be subtracted from the recovery fee if we are able to recover the data. The evaluation period takes at least 7 business days from evaluation payment and receipt of the hard drive.

After evaluation, we will contact and inform you of how long it will take to recover your data and the status of your drive. Most recoveries take 2-4 hours of hands on time but may take many more hours to copy the data.

All items opened (cases, laptops, workstations, etc) may void all manufactures warranties. All hard drives tested may void manufactures warranties.

All data obtained will be transferred onto a hard drive we provide. If the data is small enough to fit onto a CD or DVD additional charges apply for these items. CD's are \$15 per 650 mg. DVD's are \$25 per 4.5 gigs. You may supply your own replacement hard drive but not CD's/DVDs as labor and quality is included in their pricing.

Once a recovery has been completed the defective equipment will be stored for 30 calendar days and then disposed of securely. Any exceptions to this policy must be noted on this document at the time of signing.

Storage fees of \$120 per week apply after initial 2 weeks of storage.

In the unlikely event there is a dispute with NeuralEarth LLC, the dispute will be settled by arbitration through the Better Business Bureau of Metropolitan Portland.

Information Security and Consulting

NeuralEarth LLC will perform a Security Penetration Test - a partially automated test that will attempt to identify security vulnerabilities and/or software configuration errors - on one or more computer systems owned and/or operated by the Customer (the "tests").

NeuralEarth LLC will provide information security consulting, information technology consulting, data recovery, or other services as agreed to under this contract.

Though NeuralEarth LLC will make every effort to ensure the services carried out are comprehensive, NeuralEarth LLC cannot guarantee 100% efficacy and provides no implied or express warranty or guarantee of such.

The client understands that the services rendered by NeuralEarth LLC may in some cases cause undesired effects on computers and other infrastructure.

The client must indicate prior to engaging NeuralEarth LLC any sections of infrastructure that should be considered off-limits for the purposes of services rendered by NeuralEarth LLC.

NeuralEarth LLC will provide at the customers request a detailed report of all findings of direct relation to this contract.

NeuralEarth LLC guarantees that it will perform the tests in a responsible and professional manner in accordance with best practices and that it will use its best endeavor not to change or amend any applications, data, programs or components of the Customer's network or computer system (including hardware and software).

At any time during the tests, the Customer can request NeuralEarth to promptly stop the tests.

NeuralEarth LLC is authorized by the Customer to perform the tests on the following dates only, as given in amendment 2 of this agreement (the "dates")

The Customer hereby guarantees that it has the legal right to subject the designated computer system to the aforementioned Security Penetration Test and that if it is not the owner of the computer system it has obtained such right from the legal owner of the system.

All confidential material will be destroyed immediately after the tests, insofar as the information is not necessary for drafting the tests reports. The remaining information will be destroyed once the tests report submitted to the Customer.

Confidential information can only be used for the purpose of the tests. Where disclosure to a third party is essential, the party wishing to disclose the information shall obtain prior written authorization to do so from the other party.

NeuralEarth LLC will not divulge any information that has been disclosed between parties in relation to the tests. All results are confidential and will be treated as such.

The Customer has the sole responsibility for adequate protection and backup of data and/or equipment used in connection with the tests and will not make a claim against NeuralEarth LLC for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the tests.

The Customer will not hold NeuralEarth LLC liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) however it arises, whether for breach or in tort, even if NeuralEarth LLC has been previously advised of the possibility of such damage.

This agreement and amendments constitute the entire agreement between parties related to the tests. No change, alterations or modifications shall be valid unless in writing, dated and signed by both parties.