

Media Assessment Form				Material In No.	
Company Name		Contact Person		Telephone/Fax	
Address					
				Mobile	
Email Id.					
How Did You Know About Us?		<input type="checkbox"/> Existing Client <input type="checkbox"/> Newspaper <input type="checkbox"/> Reference <input type="checkbox"/> Internet			
<input type="checkbox"/> Magazine <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Exhibition <input type="checkbox"/> Other				Id Number.....	
Select Media	<input type="checkbox"/> Hard Disk <input type="checkbox"/> Floppy Disk <input type="checkbox"/> Pen Drive <input type="checkbox"/> Memory Stick <input type="checkbox"/> Memory Card				
	<input type="checkbox"/> SSD <input type="checkbox"/> External USB <input type="checkbox"/> CD-ROM <input type="checkbox"/> DVD <input type="checkbox"/> Others				
	<input type="checkbox"/> Seagate <input type="checkbox"/> WD <input type="checkbox"/> Maxtor <input type="checkbox"/> Samsung <input type="checkbox"/> Hitachi				
<input type="checkbox"/> Toshiba <input type="checkbox"/> Fujitsu <input type="checkbox"/> IBM <input type="checkbox"/> Quantum <input type="checkbox"/> HP					Media Make
<input type="checkbox"/> Iomega <input type="checkbox"/> Transcend <input type="checkbox"/> Lacie <input type="checkbox"/> Kingston <input type="checkbox"/> Others					
O.S. and file System supported					
Window		<input type="checkbox"/> Windows NT/2000/XP/Vista <input type="checkbox"/> Windows NT/2000/2003/Server <input type="checkbox"/> Windows 95/98/Me <input type="checkbox"/> Windows 7		<input type="checkbox"/> FAT <input type="checkbox"/> NTFS	
Linux		<input type="checkbox"/> Red Hat <input type="checkbox"/> Mandrake <input type="checkbox"/> Caldera		<input type="checkbox"/> SuSe <input type="checkbox"/> Fedora <input type="checkbox"/> Ubuntu	
Macintosh		<input type="checkbox"/> MacOS 10.0 Cheetah <input type="checkbox"/> MacOS 10.1 Puma <input type="checkbox"/> MacOS 10.2 Jaguar		<input type="checkbox"/> MacOS 10.3 Panther <input type="checkbox"/> MacOS 10.4 Tiger <input type="checkbox"/> MacOS 10.5 Leopardr	
Unix		<input type="checkbox"/> HP-Unix <input type="checkbox"/> BSD <input type="checkbox"/> SCO Open Server		<input type="checkbox"/> SCO UnixWare <input type="checkbox"/> Sun Solaris <input type="checkbox"/> Others	
Novell		<input type="checkbox"/> Novell Netware		<input type="checkbox"/> NWFS <input type="checkbox"/> NSS	
Important folders and files to be recovered from drive/volume					
Drive/ Volume Details		Drive	Size	Important files and folders	
		Other details:			
Was any third party encryption software used on this HDD If Yes : Software Name.....Version..... User Name.....Password..... Please provide the bootable decryption media with necessary files.					
Was Windows encryption used on this HDD If Yes : Profile Name.....Password..... Please provide necessary information and files for decryption.					
System of events and actions taken during and after the crash					
Event – I					
System Message					
Action Taken					
Event – II					
Did any EDP Officer/ maintenance engg. inspected your infected media? <input type="checkbox"/> Yes <input type="checkbox"/> No Action Taken:					
Any attachments? Specify:					
In case if it is required, tamper with your hard disk drive seal? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ask Me Signature.....					

Terms & Conditions:

By ordering and/or availing services from Stellar Information Systems Ltd., Customer agrees to the following terms and conditions:

The Service Agreement

Customer agrees that Stellar Information Systems Ltd. ("Stellar") and/or its suppliers may inspect, analyze, identify the problem, and /or recover or minimize the damage to, the equipment/data/media and/or provide other relevant services as may be requested by the Customer.

Upon payment of media analysis charge or as agreed between Stellar and Customer, Customer may submit his/her data storage device or media to Stellar along with completely filled MAF to initiate the data recovery process and Stellar will engage reasonable efforts and appropriate tools and techniques to analyze storage device or media for possibility of data recovery and would provide Customer with a report/quotation for the actual recovery work. On receiving confirmation by e-mail or facsimile from Customer, Stellar would proceed with the data recovery process and on completion would send the detail directory list in text file to Customers e-mail address registered with Stellar or alternatively Customers representative may visit Stellar and can verify the data. Upon verification of recovered data the Customer need to sign Data Verification Form/Job Satisfaction Note, which would be binding on Customer that he/she will take the data in 30 working days. Customer not responding to our communication and/ or quotation and /or directory listing and /or verification form within 15 days from the date of receiving communication/quotation/directory listing/ verification will move device and/or media and/or data in unclaimed section.

On receipt of agreed data recovery charges/signing of credit facility format/work order payment term/rate contract payment term, Stellar would dispatch the data in appropriate media followed by Customer's crashed storage media/disk or as requested.

Any device, media and /or data unclaimed or left with Stellar with or without full payment after 60 days from the date of signing MAF will be disposed at discretion of Stellar and would release Stellar from any obligation of confidentiality related to the device, media and/or data and Customer ceases the right of ownership to that media.

Acknowledging Existing Conditions

Customer acknowledges that the device and/or media being given to Stellar may be damaged prior to its receipt by Stellar. In spite of processing received crashed storage media with best of available technology and processes, the efforts may result in the destruction of or further damage to the device, media and/or data. Stellar regret that it will not assume any responsibility for further damage that may occur to the Customer's device, media and/or data. Please note that Stellar is only committing to reasonable efforts with its existing technology and techniques however Stellar cannot promise or guarantee particular results.

Confidentiality

Stellar will use any information contained in the device and /or media only for the intended purpose and will otherwise keep such information disclosed by the Customer under this agreement in the strict confidence. Stellar will ensure reasonable measures to prevent unauthorized disclosure of Customer's data of the same degree as ensured by Stellar in protecting its own confidential information. Stellar will not disclose this information to any person(s) except to the authorized representative/contact person of the Customer or as required by law. Stellar being global organization, Customer hereby agrees to the transfer of information, device and/or media to its other locations for the sole purpose of fulfilling the agreement.

Upon realization of data recovery charges Stellar will ensure wiping beyond recovery the data within 7 working days, which will release Stellar from confidentiality of data.

No warranties; Disclaimer of all warranties

Customer agrees to avail Stellar data recovery services, at its own risk. Stellar do not extend any express, implied, statutory warranty or condition for any good or service and specifically disclaims all implied warranties including any implied warranty or condition of merchantability, warranty of fitness for a particular purpose or warranty of accuracy arising from the usage of trade or course of dealing or performance.

Limitation of Liability and Damages

In no circumstances Stellar will be liable for any indirect damages whatsoever. The total liability of Stellar to the Customer under this service agreement shall in no circumstances exceed the media cost as per market value.

Stellar's free pickup & delivery service would not be responsible and shall not pay for, any loss, damage or theft of media and/or data.

Customer's Representation and Indemnification

Customer certifies to Stellar that it is the legal owner of, and/or has the right to be in possession of, the device, media and/or data furnishing to Stellar for data recovery and its collection, processing and transfer of such device, media and/or data is in compliance with data protection laws to the Customer/ is subject and Customer will defend at its own, expense, indemnify and hold Stellar harmless against any damages or expenses that may occur including attorney's fee and pay any cost, damages or attorney's fees declared against Stellar resulting from Customer's breach of this section.

Terms of Payment

Customer hereby agrees to pay all sums as agreed within specified time limit, which will typically include charges for availing Stellar data analysis services, data recovery services, imaging, cloning, statutory charges and any other charges that are payable in advance or at the time of data delivery or accrued to Stellar on any default by the Customer at any stage/communication during the data recovery process within 30 days from the date of media/case getting "unclaimed status" as mentioned in the quotation.

Customer agree that Stellar may charge interest on all amount not paid within an agreed time mentioned in quotation at the rate of 1% per week.

Compliance with Laws

The parties agree that this agreement shall be governed by laws and regulations of the country where our registered office is located. You agree to comply with all applicable laws, statutes, ordinances and regulations of the country. This agreement, together with any exhibits or other attachments, constitutes the entire agreement between the parties in relation to this subject matter. No provisions in either party's work order or in any standard business form/communication by either party will apply even if accepted by the other party.

Severability

If any clause of this agreement is held invalid, illegal or unenforceable, such provisions shall be enforced to the fullest extent permitted by applicable law and the validity, legal status and enforceability of the remaining clauses shall not be affected thereby.

I have read and understood terms and conditions set out in this agreement and agree to abide by it.

Date:

Signature:.....

Shipping Instruction:

- 1.Wrap your media in anti-static bubble wrap, anti-static foam or anti-static bag and place in a box twice the size of media.
- 2.In addition to media, box should be filled with foam or crumpled newspaper that allows no movement and should be able to sustain jerk during transit.
- 3.Include the completely filled Media Assessment Form in the box, for timely assessment of the job. Incomplete MAF may cause administrative as well as technical delays in the process of data recovery.
- 4.Seal the box and paste the shipping address, along with the source address at the back of the box.
For office use only

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Problem	Reason If
Recovery %	Not Possible
Charges	Remarks
Processing Time	
Confirm <input type="checkbox"/> Yes <input type="checkbox"/> No	Date
Delivered <input type="checkbox"/> Yes <input type="checkbox"/> No	Date