

Computer Science Labs

Forensic Services Terms and Conditions.

1.0. Recitals.

In the following you will be referred to as the Client and Computer Science Labs will be referred to as the Company *

The Client agrees and accepts that in submitting work requiring forensic services the following terms and conditions will apply to the services supplied by the Company.

**Computer Science Labs is a trading division of Data Clinic Ltd.*

2. The Engagement

2.1. The Client engages the Company under these terms and conditions to provide Digital Forensic Services and provide other services from time to time as agreed under a formal description of work.

2.2. The Company will provide to the Client a written estimate of costs for each specific engagement as in 2.1.

The Company will notify the Client of any additional costs as they arise. No costs will be incurred without the written agreement of the Client.

2.3. The Client will permit the Company to have free access to any records, manuals and any other relevant material which the Company considers necessary in the performance of the Services.

2.4. Where the Company considers that it is necessary to use the services of a third party whether for information or for the supply of goods or services, including manufacture of models, prototypes, mock-ups, art work, drawings, printing, photography, testing and the like, the Company shall, except in matters of a minor and obvious nature, first obtain the written consent of the Client, such consent not to be unreasonably withheld or delayed.

2.5. The Client or its representative shall supply the Company free of charge with any materials, instruments, equipment or software which the Company may reasonably require for the performance of the Services. In addition, the Company may, with the consent of the Client (such consent not to be unreasonably withheld or delayed), make use of the time and services of any employee of the Client required in the performance of the Services.

2.6. The Client will pay any additional expenses incurred by the Company in the provision of the Services including but without limitation travel expenses. A schedule of travel expenses will be agreed with the Client prior to the engagement. The Company will obtain the prior written consent of the Client before incurring any additional expenses.

2.7. The Company will not without the prior written consent of the Client incur any expenses for the provision of the Services including but not limited to expenses for on-site work, shipping and insurance (both ways), and actual expenses, if any, for parts, media, and/or off-the-shelf software.

3. Confidentiality

- 3.1 Subject to the provisions of clause 3.2 the Company will only use Confidential Information provided by the Client for the purpose of providing the Services and to comply with its obligations under these Terms and Conditions.
- 3.2 The Company will not disclose the Confidential Information to any other person without the prior written consent of the Client except;
- 3.2.1 as may be necessary by reason of binding legal requirements which were involuntarily incurred.
 - 3.2.2 to the extent that such Confidential Information is known (or becomes known) to the public, otherwise than a breach of the provisions of this clause 3.
 - 3.2.2 to the extent that such information has been independently developed by persons who have had no access to or knowledge of the Confidential Information of the disclosing party
 - 3.2.3 to the Company's professional advisers in connection with the interpretation or operation of this agreement
 - 3.2.4 to the extent that such Confidential Information was known to the Company prior to receipt from the Client.
 - 3.2.5 to the extent such Confidential Information has been received from a third party without a duty of confidentiality

4. Payment.

- 4.1 Unless otherwise agreed in advance and in writing by the Company all such costs agreed and invoiced by the Company are due and payable within 28 days.
- 4.2 The Client understands and agrees that all payments due under these Terms and Conditions are not contingent on case outcome, or upon receipt of payment from its own client. If for whatever reason, the work undertaken under these Terms and Conditions do not complete, then the Company will charge the Client for the work undertaken and all expenses incurred in relation to this work.
- 4.3 Time for payment shall be of the essence.
- 4.4 No payment shall be deemed as received until the Company has received and cleared funds.
- 4.5 All payments payable to the Company under these Terms and Conditions shall become due immediately upon termination (howsoever occurring) despite any other provision.
- 4.6 The Client shall make all payments due under these Terms and Conditions without any deduction whether by way of set-off, counterclaim, discount abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.
- 4.7 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Disclaimer

The Company and its suppliers, makes, and receives, no warranties or conditions of any kind for any goods or service, whether express, implied, statutory, or in any communication with the Client and the Company does not warrant any particular result or conclusion, nor that its services will result in, or contribute to, any particular decision in a legal proceeding or controversy.

6. Limitation of Liability.

- 6.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-terms and conditions to the Client in respect of any breach of these conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with these Terms and Conditions.

The Client acknowledges and agrees that the actual fees and charges under these Terms and Conditions reflect this limitation of liability and allocation of risk.

- 6.2 All warranties, conditions and other terms implied by statute or common law are excluded from these Terms and Conditions.

- 6.3 Subject to 6.2.

6.3.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the charges payable under these Terms and Conditions.

6.3.2 the Company shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms and Conditions.

7 Representation and Indemnity.

- 7.1 The Client warrants to the Company:

7.1.1. that it is the owner of, or has the right to be in possession of all equipment and data supplied to the Company pursuant to these Terms and Conditions.

7.1.2. that such equipment or data is furnished for a lawful purpose.

7.1.3. that the Client will indemnify, and hold the Company and its suppliers harmless against any damages or expenses that may occur (including legal fees), and pay any cost, damages or legal fees incurred by the Company resulting from any breach.

- 7.2. The Client, its representatives or agents agree that during or after this engagement it does not and will not employ, seek to employ, solicit or entice the Data Clinic Ltd., employees or representatives to its employment either directly or indirectly.

The word “employee” or “representative” means a technician, operative or manager involved in the provision of data recovery technical services from digital storage media and systems.

The Client, its representatives or agents agree that in making any representation of employment either verbal or in writing directly or through a third party that it will immediately pay to the Data Clinic Ltd., a fee equal to twice the annual remuneration of The Data Clinic Ltd., employee/s or representative/s.

The Client agrees that it will immediately pay to The Data Clinic Ltd a fee equal to five times the Data Clinic Ltd., employee/s or representative/s annual salary should a Data Clinic Ltd employee or employees be found to be in your, your organization, subdivision or associated company, direct or indirect employ within five years following your latest engagement.

All such fees referred to are payable to the Data Clinic Ltd., in cash.

8. Duration and Termination.

- 8.1 These Terms and Conditions are made on the date at which you the client contact the company in relation to forensic services.

- 8.2 The Company may terminate its obligations under these Terms and Conditions on the occurrence of any of the following events:-

8.2.1. failure by the Client to pay any amount due under these Terms and Conditions.

8.2.2. if the Client becomes insolvent either compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or of an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if the Client makes an assignment for the benefit of, or composition with, its creditors generally

8.2.3. the Client will not pay the revised costs for providing the Services pursuant to clause 2.2

8.2.4. the Client fails to remedy any breach under these Terms and Conditions within 3 business days of receipt of written notice to do so.

8.2.5 failure by the Client to follow proper legal procedures relating to the rules of evidence in court proceedings to the extent that a proper chain of custody cannot be established

9. Uncontrollable Circumstances

Except for the obligation to make payments, non-performance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control.

10. Miscellaneous

The parties agree that these Terms and Conditions shall be governed by English Law in every particular including formation and interpretation and the parties submit to the exclusive jurisdiction of the English courts.

- 10.1. The parties agree that if any provision of this Agreement is held un-enforceable, the validity of the remaining portions or provisions of the Agreement shall not be affected.
- 10.2. Any revision or modification of this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party.
- 10.3. Facsimile signatures for this Agreement and any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose.
- 10.4. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

11. Terms and Conditions (Rights of Third Parties Act 1999)

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.