



**AGREEMENT FOR SERVICES**

Between  
St. Johns Data Consulting Inc.  
-and-

\_\_\_\_\_  
[Company or Individual's Name]  
(THE "CLIENT")

RE: \_\_\_\_\_ {Matter Name}

This agreement shall be the entire agreement between the parties except where expressly amended in writing.

I, We, the undersigned, do hereby agree to employ the services of St. Johns Data Consulting, Inc, a private consultancy, for the purpose of:

*Creating true and accurate copies of the data on one or more computers ('images') as specified by the Client. Thereafter, as specified, conducting searches of the images created for information and documents identified by the Client and/or designed by SJDC to reveal data, including fragmentary and deleted material, sought by the Client. Providing reports and documentation of activity to the client, as requested, including material extracted from the created images.*

It is agreed and understood that the Client, shall be solely responsible for compensating St. Johns Data Consulting (Hereafter "SJDC") for services rendered at rates outlined in the current SJDC schedule of fees (e.g. \$250 per hour per forensic examiner for actual working time, exclusive of all out-of-pocket expenses, mileage, and travel expenses incurred during or arising from the matter).

SJDC may advise Client on issues relating to digital forensics and electronic discovery. SJDC is available to provide Client with assistance in identifying possible sources of relevant electronic data, provide technical advice in the preparation of discovery requests, offer guidance concerning the implementation of such requests, and participate in the deposition and witness interview process.

SJDC may oversee the retrieval of backup tapes, hard drives, diskettes, and other computerized media, and may create and secure identical copies of such media. SJDC is available to go on-site to create copies of system files, and to conduct further reviews as needed.

SJDC will provide the Client with a copy of any image created, at the Client's request, and maintain custody of a copy of the forensic data/images for a period of 30 days from creation, or 30 days after the final required task/analysis, or until otherwise instructed in writing by the client, at which time SJDC will destroy them. Unless other arrangements have been made, the original computer/digital media will not be stored/maintained by SJDC. And, storage of the original media (or forensic copies) will be billed according to the most current schedule of fees.

SJDC is available to examine all available computer evidence in the case on request, provide an analysis of its findings, and will be available to provide testimony in the matter.

**Fees and Expenses**

All time expended in matters relating to this Agreement will be billed to Client. SJDC's fees are based primarily on the amount of time spent by forensic examiners providing the Services and will be based on the current rates outlined in Appendix 1 (Schedule of Fees), appended to this service agreement. While SJDC may provide informal estimates of the amount of time necessary to perform the services enumerated in this Agreement, Client understands that the actual time may vary considerably due to unforeseen circumstances (i.e., the litigation process and/or technical

complications) and that no two digital forensic examinations are the same. Client understands that any informal estimate is not a binding or all-inclusive dollar figure for the engagement. A Retainer of \$2,500.00 per computer and/or \$1,500 per mobile device shall be due prior to SJDC commencing any work under this agreement. SJDC invoices monthly, bi-weekly, and/or at various frequencies with the retainer applied to the final invoice. Accounts are considered past-due when invoices are not paid in full within 30 days of being issued. Clients with past-due accounts will; forfeit the retainer paid at the outset of the case, be charged interest at 18% (annual) and storage fees as outlined above, and services will discontinue until the account balance is paid in full. **This Agreement is to be accompanied by the most current SJDC schedule of fees (Addendum 1).**

### **Third Parties**

Client shall be solely responsible for payment of all fees and expenses as described in this contract. In the event that Client has arranged for a third party to pay SJDC, SJDC will accept payment from such third party in place of a direct payment, but Client agrees that SJDC shall under no circumstances be obligated to recover any outstanding fees or expenses from third parties on Client's behalf. Client may not assign any of its duties or obligations under this Agreement without the express prior written consent of SJDC.

### **Work Product**

All work products developed by SJDC specifically for the Client in connection with the Services shall be deemed to be the property of Client and shall be promptly delivered to Client upon any termination of this Agreement. Client acknowledges and agrees that to the extent SJDC uses generalized or pre-existing work products (e.g., surveys or computer programs) in the course of performing the Services, SJDC shall retain all ownership and title in and to all such work products.

### **Confidentiality**

Unless otherwise required by law, Client and SJDC each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential or which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential ("Confidential Information"). SJDC and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a need-to-know basis to its respective legal counsel, accountants, and financial advisors. Client understands that findings and case-related data will be shared and stored electronically (on a local hard-drive, in email, and/or via cloud storage service providers) and that SJDC is not liable for unauthorized access to this data.

### **Instructions from Attorneys**

In the case of any Services performed in connection with, or anticipation of, any legal action, Client agrees that SJDC may take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged SJDC to perform Services on behalf of a thirdparty client, SJDC may take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

**Warranty and Remedies**

SJDC warrants that it will perform the Services with professional thoroughness and competence. No other warranty or representation, whether express or implied, is created by this Agreement or in connection with the Services. SJDC's sole liability, and Client's sole remedy, in connection with this Agreement shall be limited to having SJDC bear the reasonable cost of redoing (or, at SJDC's option, having redone) any Services that do not meet the above warranty. Such remedy shall be available only in the event that Client reports in writing any breach of SJDC's warranty within thirty (30) days of such breach, and provides documentation of such breach. IN NO EVENT SHALL SJDC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA – INCLUDING EVIDENTIARY DATA, AND THE LIKE) ARISING IN CONNECTION WITH THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF SJDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

***CLIENT WARRANTS THAT CLIENT HAS LEGAL ACCESS TO ALL, COMPUTERS, MEDIA, AND DATA TO BE EXAMINED. CLIENT AGREES TO INDEMNIFY SJDC, ITS OWNERS, AND ITS EMPLOYEES AGAINST ANY LEGAL ACTION ARISING FROM SJDC PERFORMING SERVICES ENUMERATED IN THIS AGREEMENT.***

**Controlling Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA. In the event legal action is commenced by either party in connection with this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs, including expert witness' costs, expended by the prevailing party in connection with such action. If any litigation is anticipated, or shall arise, in relation to this agreement the venue is agreed to be the County of St. Johns in the State of Florida.

**Notices**

Any and all notices, invoices, requests, demands, and communications provided for by this Agreement, including disseminations of findings, shall be provided via email as follows:

**To SJDC:**

[\\*@sjdcforensics.com](mailto: *@sjdcforensics.com)  
[info@sjdcforensics.com](mailto: info@sjdcforensics.com),  
Or [mantal@sjdcforensics.com](mailto: mantal@sjdcforensics.com))

**To Client:**

**Company/Person -**  
**email address -**

Alternatively, written correspondence may be acceptable as the need is dictated by the legal process. In such cases, the following may be used:

St. Johns Data Consulting, LLC  
1820 State Road 13  
Suite 11, PMB 17  
St. Johns, Florida 32259

**Company/Person -**  
**Address -**  
**City, State Zip -**

**Attn:**

**General**

This Agreement shall not be revised except by a written agreement executed by both Client and SJDC. This Agreement is to be accompanied by the most current SJDC schedule of fees (Addendum 1). Subject to the restrictions on assignment contained herein, this Agreement shall be binding upon Client's heirs, executors, administrators, other legal representatives, successors, and assigns.

If any provision of this Agreement is voided, unenforceable or not enforced, this Agreement shall be considered divisible as to such provision, and the remainder of this Agreement shall be valid and binding as if such provision were not included in it.

Failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any option, right, remedy, or power contained in this Agreement will not constitute a waiver or relinquishment thereof for the future.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

St. Johns Data Consulting, Inc.

\_\_\_\_\_  
CLIENT

**SIGN HERE (1/2) →**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Email address**

## **Addendum 1 - Schedule of Fees**

A \$2,500 per computer hard-drive, and/or \$1,500 per mobile device, retainer is due upon service contract/agreement. The retainer will be used to pay the final account balance on the final invoice.

**Basic** - \$250 per hour per forensic examiner (plus expenses) – minimum 10 hours per computer hard-drive/media and 6 hours per phone/tablet/GPS device for all expenses related to:

- Imaging
- Forensic analysis
- Client/attorney consultation (after initial)
- Report preparation
- Testing/research
- Forensic Data recovery
- Trial or testimony preparation
- Dissemination/explanation of findings

Appearing for testimony (deposition, court, or stand-by status) is charged at \$2,500 per day or any part thereof.

**Travel** - \$125 per hour, with a maximum of 5 hours per day (plus expenses) for all travel (plus mileage/per diem). Mileage (when traveling by automobile) is charged at .60/mile. Per Diem is based on the current federal per diem rate for the area.

**Admin** - \$125 per hour (plus expenses) – portal to portal for all other expenses:

- Materials acquisition
- Administrative tasks (copying, testing, research, storage, courier, etc)
- Courier service

### **Data/media storage:**

Once the data is recovered, or imaged, SJDC will return the original media to the client and retain the forensic images until additional services are complete. Retention of the original computer/hard-drive/media is subject to a \$250 per computer/hard-drive/media per calendar month (or any part thereof) charge. Once services are complete, SJDC will notify the client and charge \$250 per drive/media per calendar month (or any part thereof) charge, starting 30 days after notification, for the storage of images. Drives/media will not be returned until all outstanding balances are settled and storage fee will apply until account balance is paid and drive/media is returned. Unpaid balances that are 60 calendar days overdue may result in the disposal of drives/images and in such case any additional (repeat) service requests will be billed according to this schedule of fees.

### **Fee Terms and Conditions:**

All time allocated is rounded to the quarter hour. Services are provided on a first-come/first-served basis unless a request for expedited services is received. Any request(s) for expedited services include an additional fee of 25%. SJDC invoices monthly, bi-weekly, and/or at various frequencies with the retainer applied to the final invoice. Accounts are considered past-due when invoices are not paid in full within 30

days of being issued. Clients with past-due accounts will; forfeit the retainer paid at the outset of the case, be charged interest at 18% (annual) and storage fees as outlined above, and services will discontinue until the account balance is paid in full. All payments are subject to additional incurred fees (i.e. wire fees, returned check fees, etc). SJDC reserves the right to refuse or discontinue services to anyone for any reason. This Schedule of Fees applies to a single case and is subject to change for future cases without notification. Contact SJDC for the most recent Schedule of Fees.

← SIGN HERE (2/2)

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Signature

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Printed Name

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Date