

# **SERVICE AGREEMENT**

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This Service Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PROTEGGA LLC, a Texas corporation ("PROTEGGA") and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Client"), herein known as the "parties" or "party".

Client hereby authorizes PROTEGGA, and PROTEGGA agrees, to provide the services described below in accordance with the terms of this Agreement.

**1. SERVICES**

PROTEGGA will provide Computer Forensics, technical Litigation Support, e-discovery, forensic Data Recovery, and Expert Witness testimony as directed by Client and/or Clients counsel. PROTEGGA will work closely with Client and Client's counsel throughout the entire process, as needed. PROTEGGA will utilize court-accepted forensic tools to collect the computer evidence; in doing so, PROTEGGA is able to guarantee that the original data will not be modified.

**EVIDENCE**

PROTEGGA will maintain copies of all evidence collected as long as needed. PROTEGGA will automatically destroy all evidence after two (2) years of the last activity unless otherwise notified by Client in writing to extend the term another year. It is the responsibility of the Client to keep PROTEGGA informed as to the status of any proceedings.

2. All time expended on matters relating to this Agreement will be billed. PROTEGGA's fees are based solely on the amount of time spent providing the services under this Agreement, with the exception of imaging costs which are fixed fees and reimbursable expenses such as hard drives, parking, toll, and other type expenses. While PROTEGGA may provide informal estimates of costs to perform the services related to this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications or expanded scopes as the case progresses. No estimate will be considered binding or all inclusive for the performance of services.

All PROTEGGA services are billed at the rates documented in the current PROTEGGA Rate Sheet and included herein as Appendix A.

Client agrees to pay PROTEGGA for the services relating to this Agreement whether instructions were received directly from Client or through Client's counsel. Client also agrees to pay all incidental expenses reasonably incurred by PROTEGGA in connection with the services relating to this Agreement, including, without limitation, messengers fees, copying fees, travel expenses, and shipping. Cost relating to unique hardware required to provide the services under this Agreement are the responsibility of the Client, unless otherwise negotiated in advance. Unique hardware will not be purchased without prior consent from Client.

3. PROTEGGA requires a retainer in the amount of \$\_\_\_\_\_ payable in advance. The retainer will be applied toward future billings for fees and expenses in connection with the services relating to this Agreement. PROTEGGA will bill Client weekly for all fees and expenses incurred during that billing period. All outstanding balances are due upon receipt unless otherwise agreed to in writing in advance. Payments are considered overdue if not received within thirty (30) days, interest charges will be applied.
4. Client warrants that client has legal access to all computers and media to be examined; or that, court orders or other legal agreements are in place, or will be in place, to allow examination. Client agrees to indemnify, hold harmless, and defend PROTEGGA, its owners, and its employees and agents against any legal action arising from PROTEGGA's performance of services under this Agreement.
5. PROTEGGA IS NOT RESPONSIBLE FOR DAMAGE TO EQUIPMENT AND/OR ITS RESPECTIVE CONFIGURATION UNLESS DIRECTLY CAUSED BY PROTEGGA EMPLOYEES AND SUFFERED AS A RESULT OF THE SERVICES BEING PERFORMED. CLIENT HAS A RESPONSIBILITY FOR ADEQUATE PROTECTION OF DATA AND/OR EQUIPMENT USED, OR NOT USED, IN CONNECTION WITH THE PROTEGGA SERVICE. CLIENT AGREES TO HOLD PROTEGGA HARMLESS FROM, AND CLIENT COVENANTS NOT TO SUE PROTEGGA FOR LOST DATA, INACCURATE INPUT/OUTPUT, WORK DELAYS OR LOST BUSINESS OR PROFITS RESULTING FROM THE USE OF THE PROTEGGA SERVICE WITHIN THE LIMITATIONS DESCRIBED HEREIN. IN NO EVENT SHALL PROTEGGA BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF PROTEGGA HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE LIABILITY PROTEGGA EXCEED THE AMOUNT OF THE SERVICE PRICING BILLED TO CLIENT.

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6. If any provision of this Agreement or any portion of any such provision shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the provision or portion thereof affected by such holding shall be modified, if possible, so that it is enforceable to the maximum extent permissible.
7. This Agreement shall continue until terminated in writing by either party, provided however, that any such termination shall not relieve the Client of its obligation to pay for services already rendered. This Agreement shall not be terminated or superseded by any future agreement between the parties hereto, unless such subsequent agreement specifically so provides by an express reference to this Agreement.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. Exclusive jurisdiction of and venue for all disputes arising out of these terms shall be the District Court of Collin County located in McKinney, Collin County, Texas, and you consent to such exclusive jurisdiction and waive all objections to such jurisdiction and venue.
9. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable without the prior written consent of the other party, notwithstanding, this Agreement shall be binding upon Client's heirs, executors, administrators, or other legal representatives, successors, and assigns. All additions or modifications to this Agreement must be made in writing and must be signed by all parties.
10. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of such right or any other right under this Agreement. Any waiver must be in writing and signed by PROTEGGA and the Client in order to be effective.
13. Any and all notices, invoices, requests, demands, and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via e-mail with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To PROTEGGA:

PROTEGGA LLC

7801 Alma Drive

Suite 105-315

Plano, Texas 75025

Fax: (214)277-6671

e-mail: [legal@protegga.com](mailto:legal@protegga.com)

To Client:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the date first written above. Each party warrants that it has the right to enter into this Agreement.

**PROTEGGA LLC**

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)