

## NON-FORENSIC ANALYSIS SERVICES AGREEMENT

Mobile Phone Investigations, Inc. ("MPI") will provide \_\_\_\_\_ ("Customer") the non-forensic investigative services ("Services") described below.

1. **CONDITIONS.** This Non-Forensic Analysis Services Agreement ("Agreement") will not take effect, and MPI will have no obligation to provide services until Customer returns a signed copy of this Agreement and the entire agreed upon flat rate called for under Paragraph 3 has been paid and negotiated.

2. **SERVICES.** Provide non-forensic examination of handheld mobile devices, including, but not limited to, cellular telephones, smart phones, and GPS units. Through the use of software, MPI will provide reports of data stored on the following mobile devices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The types of data recoverable from these devices include contact lists; call logs – incoming, outgoing, and missed; SMS messages (text message) – sent, received, and deleted<sup>1</sup>; MMS messages (multimedia message) – pictures, videos, and e-mails.

3. **FLAT RATE.** The non-forensic exam is charged at a flat rate of \$225 per mobile device. Customer agrees to arrange and pay for all shipping to and from MPI. MPI will refund \$225 per mobile device if MPI is unable to obtain any data stored on mobile devices. Customer may only cancel the Services prior to MPI's receipt of the handheld device. Otherwise, the flat fee will be deemed earned.

4. **REPORT.** Customer will receive a copy of findings in the form of a formal report and supporting files in a digital format. In non-forensic examinations, MPI does not view or analyze the content of the data or the report. The report and related data are treated as confidential and sent directly to the Customer without MPI viewing or analyzing it.

5. **WARRANTIES AND DISCLAIMERS.** Customer's exclusive remedy, and MPI's sole liability, for any breach of the foregoing shall be, at Customer's option, re-performance of, or a refund of the amount paid for, such non-conforming Services. MPI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER. The Services provided by MPI do not assure the security of any computer system, nor does MPI warrant

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<sup>1</sup>  
Recovery of deleted text messages is dependent upon the make and model of the device and the length of time the message has been deleted. MPI does not guarantee that all deleted text messages can be recovered.

the performance of, or security provided by, any software, hardware or computer system configuration.

MPI is not responsible for any damage to or the loss of any mobile device while in its possession.

6. **CONTRACT COMPLETION.** Should any unexpected problems or delays occur that are beyond the reasonable control of MPI, MPI reserves the right to adjust the completion date. If the Customer requests more work to be done on the part of MPI, then this Agreement, including rate for the service, will cover same as long as both parties continue to agree to its terms. Depending on the nature of the additional work, MPI may require Customer to execute a more extensive Agreement.

This Agreement is terminated and services are completed upon submission of the report to the Customer.

7. **LIMITATION OF LIABILITY.** In no event shall MPI or its agents be liable for any direct, indirect, special, incidental or consequential damages (including, without limitation, damages for loss of business profits, loss of business, loss of use or of data, or any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information) in connection with the Services provided hereunder. In no event shall MPI's total liability exceed the fee paid to MPI by Customer for the Services provided hereunder.

8. **INDEMNIFICATION.** The Customer shall indemnify and hold harmless MPI from any actions, claims, damages, and expenses, including, but not limited to, reasonable attorney's fees and costs, including expert witness, mediator, and/or arbitrator fees, that MPI may sustain or incur as a result of, or in any way related to, MPI's Services to Customer, including data and information provided to Customer.

9. **EXAMINATION OF EMPLOYEE DEVICES.** Customers requesting examination of employee devices warrant that Customer has the right to order such an examination and has taken all steps necessary, including distribution of company policies, to ensure that the employee does not have a reasonable expectation of privacy as to data contained on the mobile device subject to examination.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

11. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified

by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. **EFFECTIVE DATE.** This Agreement which governs all services performed by MPI on behalf of Customer commencing with the date MPI first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Customer will be obligated to pay MPI the reasonable value of any services MPI may have performed for Customer.

14. **VENUE.** The obligations arising out of the Agreement are to be performed in Santa Barbara County. This Agreement was entered into and made in Santa Barbara County.

15. **GOVERNING LAW.** This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California.

**THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE MPI FIRST PROVIDED SERVICES. IF MORE THAN ONE CUSTOMER SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Customer Name]

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

MOBILE PHONE INVESTIGATIONS, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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