



PACKETNINJAS L.L.C
Offensive & Defensive Security Disciplines

+1 866.267.8851
www.Packetninjas.net

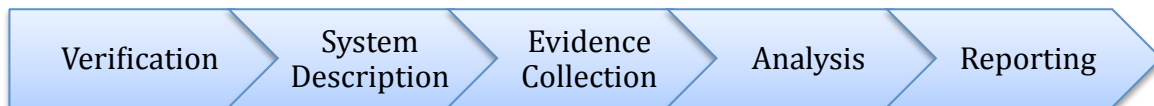
Computer Forensic Services Agreement



FORENSIC WORK FLOW

Forensic Process:

Packetninjas LLC believes that moving in a small team for each project enables repeatable results and deeper technical depth. Keeping a sense of rhythm and closeness in our assessments amongst our team has proved extremely valuable for the services we offer our clients. The staffing resources allocated to this project are geared to be specifically technical for vulnerability identification, exploitation and in depth knowledge of various defensive methods.



POTENTIAL CUSTOMER INFORMATION

Name		Company Name	
Address Information			
City		State:	
Phone #		Zip Code:	
Fax #			
Email Address			

CASE INFORMATION – QUESTIONS & CONTEXT SURROUNDING CASE

Specific information for each case helps guide the workflow for analysis and reporting. The more information you can share in this process enables faster results.

Case Questions	Yes	No
Will data discovered and analyzed in this case be used in any legal proceedings?	<input type="checkbox"/>	<input type="checkbox"/>
Will Expert Witness Testimony be required?	<input type="checkbox"/>	<input type="checkbox"/>
Is this a compromise assessment?	<input type="checkbox"/>	<input type="checkbox"/>
Is this apart of an ongoing Digital Investigation?	<input type="checkbox"/>	<input type="checkbox"/>
Has the computer/equipment needing analysis been secured?	<input type="checkbox"/>	<input type="checkbox"/>
Has the computer/equipment been powered off or unplugged from a network?	<input type="checkbox"/>	<input type="checkbox"/>
Will an examiner need to be onsite to perform forensic duties?	<input type="checkbox"/>	<input type="checkbox"/>



Media Information (Media to be Analyzed!!)

Please detail media types needed to be acquired for this case.		
Evidence #.	Media Type	Make/Model/Serial Number
	<input type="checkbox"/> USB Stick <input type="checkbox"/> Cell Phone <input type="checkbox"/> Desktop <input type="checkbox"/> Server <input type="checkbox"/> CD-ROM/DVD <input type="checkbox"/> Floppy Disk/ <input type="checkbox"/> PDA	
	<input type="checkbox"/> USB Stick <input type="checkbox"/> Cell Phone <input type="checkbox"/> Desktop <input type="checkbox"/> Server <input type="checkbox"/> CD-ROM/DVD <input type="checkbox"/> Floppy Disk/ <input type="checkbox"/> PDA	
	<input type="checkbox"/> USB Stick <input type="checkbox"/> Cell Phone <input type="checkbox"/> Desktop <input type="checkbox"/> Server <input type="checkbox"/> CD-ROM/DVD <input type="checkbox"/> Floppy Disk/ <input type="checkbox"/> PDA	
	<input type="checkbox"/> USB Stick <input type="checkbox"/> Cell Phone <input type="checkbox"/> Desktop <input type="checkbox"/> Server <input type="checkbox"/> CD-ROM/DVD <input type="checkbox"/> Floppy Disk/ <input type="checkbox"/> PDA	
	<input type="checkbox"/> USB Stick <input type="checkbox"/> Cell Phone <input type="checkbox"/> Desktop <input type="checkbox"/> Server <input type="checkbox"/> CD-ROM/DVD <input type="checkbox"/> Floppy Disk/ <input type="checkbox"/> PDA	



SHIPPING CASE INFORMATION

We recommend that care be taken with packaging. For International clients or clients concerned with sensitive data in transit we recommend encrypting the imaged drives if possible to our public pgp key.

-----BEGIN PGP PUBLIC KEY BLOCK-----

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-----END PGP PUBLIC KEY BLOCK-----

PLEASE FAX OR SHIP A COPY OF THIS FORM.

Shipping Information
Packetninjas LLC 645 Treymoor Lake Circle Alabaster, AL 35007 contact@Packetninjas.net d. 205.567.6850 o. 866.267.8851 f. 205.449.4731



RETAINER RATES

Minimum Retainer	Incident Response 10hrs	Forensic Investigation 25hrs
	\$1,800.00	\$4,500.00

HOURLY RATES (HOURLY PER/CONSULTANT)

Service	Rate
Acquisition, Analysis, Reporting	\$180/hr
Deposition / Testimony	\$250/hr
Travel	\$0.0/hr

Legal Agreement

WHEREAS, the provider provides security testing and security consulting services and the client hereby desires to retain the provider (Packetninjas LLC) for said security testing and or security consulting services.

1. The objective of the security testing and security consulting is for the provider to engage in the acquisition of data and/or subsequent evaluation/recovery of electronic evidence.
2. The provider (Packetninjas LLC) will use it's best efforts and expertise to acquire data, recover evidence, and provide other requested associated data/evidence recovery services for the client. The client represents that he/she is in lawful possession of, or has lawful right to access all data, media, and/or equipment made available to the provider , and has lawful purpose to request Packetninjas LLC services.
3. A minimum, nonrefundable retainer fee will be due before start of work for the service level indicated. Packetninjas L.L.C will charge the associated rate for all time spent on behalf of the client, requested services including, evidence recovery, data recovery, media or data transfer, time spent preparing for and participating in depositions, travel, expert witness services, or other litigation matters within it's expertise. Customer agrees that the specified hourly rate will be applied towards the retaining fee. If work is to continue past the minimum retainer, a prepaid block (with block amounts determined by client) format will be paid by the client prior to continuation of work with the designated rate applied towards the block amount. The client can choose at any time to stop work by Packetninjas L.L.C.
4. If retainer is exhausted before completion of acquisition/evaluation of data, Packetninjas L.L.C will stop work and convey status of work with client to determine if additional retainer should be allocated in order to continue work. Packetninjas L.L.C will continue work in this fashion until work is complete or retainer is exhausted. If client chooses not to continue work at any time, Packetninjas L.L.C will turn over to client all evidence collected to that point. Packetninjas will not incur expenses beyond the evaluation fee without written consent by the Customer.
5. The provider (Packetninjas LLC) will produce a report showing all collected evidence. Additional information such as location reference information, timeline of file manipulation activities, customer parameters, and other associated information may also be included in report.
6. Recovery of data is not guaranteed or warranted in any way by the provider. Each item of media/data/equipment which will be returned to Customer shall be on an "as is" basis without any warranties, express or implied, and specifically excluding any implied warranty of merchantability and fitness for a particular purpose, or for loss or damage thereto in transit or while in the providers possession.

The provider shall be under no liability to the client for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of damages to or any loss of service of client computers, and/or client computer systems and/or computer networks resulting from actions by provider fulfilling its objective under this service contract. Client agrees to defend indemnify and hold harmless provider, its officers, employees, and agents, against any loss, liabilities or expenses, whether civil or criminal (including without limitation attorneys' fees) arising out of fulfilling their objective. In the event any question arises to the legitimacy of providers' access to client computers, client computer systems, or computer networks, the Client can be reached at contact numbers provided within a SOW.



Warranties

The client hereby warrants that all information provided to the provider regarding the scope of said security testing and consulting is true and accurate and that the client owns or is authorized to represent the owners of the computers and systems described to the provider. Client also warrants that consent has been granted from any third-party network service providers whose software or networks the client uses but does not own. Client agrees to defend indemnify and hold harmless provider, its officers, employees, and agents, against any loss, liabilities or expenses, whether civil or criminal (including without limitation attorneys' fees) arising out of any breach of clients duties or warranties contained herein.

Remedies

The provider shall be under no liability to the client for any indirect loss and/or expense (including loss of profit) suffered by the client arising out of a breach by the provider of this contract. In the event of any breach of this contract by the provider the remedies of the buyer shall be limited to a maximum of fees paid by the client.

Mutual Non-Disclosure & Confidentiality Agreement

No information about these contract terms or contract fees shall be released by either party. Confidential Information about the client's business or computer systems or security situation that the provider obtains during the course of its work will be only be released to a third party after the provider has obtained prior written approval from the client. Confidential information of Packetninjas L.L.C. learned by the client while said provider is performing its objective under this service contract will be retained in strict confidence by the client who will use its best efforts to protect any confidential information by preventing unauthorized disclosure, copying, use, distribution, installation, or transfer of possession of the confidential information. In the event client violates this mutual non-disclosure and confidentiality agreement than provider shall be entitled to immediate and permanent injunctive relief, it being agreed that the damages that provider would sustain upon such violation are difficult or impossible to ascertain in advance. The posting of a bond shall not be required as a pre-condition to such injunctive relief. For purposes of this service contract, "confidential information" includes all trade secrets, Software (both object and source code), documentation, algorithms, development techniques, methodologies, formulae, business plans, research and development strategies, customers and prospect names and lists, work product resulting from or related to the Software, internal personnel, financial, marketing, and other business information, as well as know-how and proprietary information.

Project Authorization & Mutual Legal Agreement

Client:

Signed by: _____ Printed Name: _____
Title : _____ Date: _____

Packetninjas L.L.C:

Signed by: _____ Printed Name: _____
Title : _____ Date: _____