



Service #: CDS-441387

Customer: Adrian Reddix, City of Vicksburg

## DATA RELEASE AGREEMENT & PAYMENT AUTHORIZATION

THIS AGREEMENT is entered into by and between Secure Data Recovery, LLC, including its employees, officers, contractors, and agents (collectively hereinafter "SDR") and Willis Thompson acting on behalf of **City of Vicksburg** ("Client") to facilitate ordering, purchase, or receipt of data recovery services ("Services"). By signing this DATA RELEASE AGREEMENT & PAYMENT AUTHORIZATION ("Agreement"), the Client hereby acknowledges that the Client has read the entire Agreement before signing it, and that the Client understands the Agreement's terms and conditions and agrees to be bound by them.

**FINAL PAYMENT AGREEMENT & AUTHORIZATION:** Willis Thompson, acting on behalf of **City of Vicksburg**, hereby authorize and agree to pay SDR **\$3141.76** (as quoted), which represents payment for Services performed by SDR on the Client's storage media, data, device, and/or equipment ("the Storage Media"). The Client hereby agrees and acknowledges that the Client is fully responsible for payment of this Services Fee, regardless of whether the Storage Media belongs to the Client, a customer of the Client, or a third-party. All amounts are in U.S. dollars.

**TRANSFER MEDIA AND SHIPPING AUTHORIZATION:** The purchase of Transfer Media and Shipping fees are charged separately and independently from any Services performed by SDR. Willis Thompson acting on behalf of **City of Vicksburg** hereby authorize and agree to pay SDR **\$191.25** (plus state sales tax where applicable) for Transfer Media, Shipping-Handling and other miscellaneous charges optionally selected by the Client. The Client understands that the purchase is **non-refundable** and does not include the Services charges that apply in connection to the data recovery of the Storage Media.

**SDR DRIVE PREMIUM PROTECTION PLAN (optional):** The Client has declined to purchase a data protection plan covering the Transfer Media (subject to the plan's terms and conditions) for a cost of \$0.00. The full terms and conditions of the plan are available at <https://www.securedatarecovery.com/legal/terms-protection-plan>.

**RECOVERED FILES LIST:** The Client acknowledges that, prior to entering into this Agreement: (1) SDR has provided the Client with a list identifying the files that the Client wished to be recovered that SDR was able to successfully recover, and (in the event of a partial recovery) those files that SDR was unable to recover; and (2) the Client has carefully reviewed and verified this list of recovered and non-recovered files. The Client understands that SDR shall have no further obligation to attempt to recover or perform any work on any of the non-recovered files, or any files that were not identified on the list of recovered and nonrecovered files. The Client acknowledges that the Client has been given the opportunity to ask SDR any questions that the Client has concerning the list of recovered and non-recovered files.

**PARTIAL RECOVERY:** The Client acknowledges and understands that, despite SDR's best professional efforts, some data is too heavily damaged and/or corrupted to be recovered by SDR. In the event that SDR was unable to successfully recover all Storage Media files that the Client wished to be recovered, SDR shall have no further obligation to attempt to recover any files listed as non-recoverable. Any future successful recovery of such files by a third-party company shall in no way effect the Client's obligation to pay any payments amount under this Agreement.

**RECOVERED DATA CLAIMS:** Any claims regarding missing, corrupted or otherwise damaged data must be made to SDR in writing within five (5) business days of the Client's receipt of the recovered data. The Client hereby acknowledges that, immediately upon its receipt of the recovered data from SDR, the Client bears the responsibility of checking the recovered data for any missing, corrupted, or otherwise damaged data, and promptly notifying SDR of same.

**RETURN OF STORAGE MEDIA:** If the Client would like the Storage Media to be returned, the Client must make a request to SDR in accordance with the terms of Property Claims and Recovered Data Claims section located at: <https://www.securedatarecovery.com/terms>.

**NO REFUNDS:** No refunds shall be issued on any payments made to SDR by or on behalf of the Client.

**CLIENT WARRANTIES:** The Client hereby represents and warrants that: (1) Client is the legal owner of the Storage Media or the legal owner's authorized representative; and (2) Client has the legal right to engage SDR to perform services, procedures, diagnostics, and/or work on the Storage Media. The Client hereby agrees to fully defend and indemnify SDR for any third-party claims or demands in the event the Client's foregoing representation is erroneous. The Client further represents and warrants that all information furnished by the Client to SDR concerning the Client and the Storage Media is true and accurate to the best of the Client's knowledge and belief.

**AUTHORIZED ADDRESS:** The Client authorizes SDR to ship the Storage Media and/or recovered data from SDR's facilities to the following address ("the Authorized Address").

City of Vicksburg  
Adrian Reddix  
805 South Street  
Vicksburg, MS 39180

The Client hereby represents and warrants that the Authorized Address is a correct and proper address for the Client to receive the Storage Media. SDR will NOT be liable for any damages caused by delivery of the Storage Media to the Authorized Address.

**COLLECTION COSTS:** Overdue obligations in excess of fourteen (14) calendar days may be provided to a collection company for recovery, or be subject to other collection methods. The Client shall be responsible for any and all collections costs incurred by SDR to collect on the overdue amount, including but not limited to collections fees, legal fees, court costs, and filing fees.

**LIMITATION OF LIABILITY:** The Client hereby agrees that, to the fullest extent permitted by law, the liability of SDR to Client for any work performed under this Agreement shall not exceed the amount(s) invoiced or actually collected by SDR for the work, whichever is greater, regardless of the legal theory under which such liability is imposed. Under no circumstances shall SDR be liable to Client in contract, tort, strict liability, warranty or otherwise, for any special, indirect, incidental or consequential damages, such as (but not limited to) delay, disruption, loss of product, loss of anticipated profits or revenue, loss of data, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment or systems. The Client understands and acknowledges that SDR would not enter into this Agreement or perform any Services without this limitation of liability, which is essential to this Agreement.

**GENERAL TERMS:** This Agreement constitutes the full and complete agreement between the Client and SDR with regard to the subject matters herein, and supersedes any and all other agreements or understandings, whether written oral, between the Client and SDR with respect to the specific Services performed under this Agreement. This Agreement can be modified or amended only by a separate and distinct written agreement signed for by the Client and SDR. SDR may waive a provision of this Agreement only by signing a writing that expressly waives said provision. No waiver by SDR of any breach of this Agreement shall waive any preceding or succeeding breach. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. The enforceability, validity, construction, and operation of this Agreement, and all of its terms, shall be determined according to the laws of the State of Ohio.

**DISPUTE RESOLUTION / ARBITRATION:** The parties must first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by prompt negotiations. A party shall give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity a statement of each party's position and a summary of arguments supporting that position. Within 30 days after delivery of the notice, the parties shall meet at a mutually acceptable time and place. All applicable statute of limitations defenses and defenses based upon passage of time shall be tolled while the foregoing procedures are pending. ~~If the dispute is still not resolved, the dispute shall be fully and finally determined by arbitration in Cuyahoga County, Ohio, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.~~

Customer Initials \_\_\_\_\_

**I have read and accept the terms and conditions stated herein and the full disclosure of**

**the Services process at:** <https://www.securedatarecovery.com/terms>

**ELECTRONIC SIGNATURE VALID:** An electronic signature of this Agreement by the Client shall have the same force and effect as if signed by the Client in the space below.

\_\_\_\_\_  
Willis Thompson, Mayor of City of Vicksburg  
**SIGNATURE OF CLIENT**

\_\_\_\_\_  
**DATE**

**BILL TO:**

Adrian Reddix  
City of Vicksburg  
805 South Street  
Vicksburg, MS 39180

phone: (601) 801-3482  
email: areddix@vicksburg.org

**Shipping Address:**

Adrian Reddix  
City of Vicksburg  
805 South Street  
Vicksburg, MS 39180

phone: (601) 801-3482  
email: areddix@vicksburg.org

**SEND PAYMENT TO:**

Secure Data Recovery, LLC  
700 Beta Dr  
Ste 100  
Cleveland, OH 44143



Toll Free: 1-800-388-1266  
Local: 1-323-944-0822  
Fax: 1-866-381-8097

**Proforma  
Invoice #****497159****Proforma  
Invoice Date**

10/10/2025

**Due Date**

Upon Receipt

**Service #**

441387

**PO Reference**

02509076

**Account Rep**

Jason Molinaro

**DESCRIPTION**

PRODUCT	ITEM PRICE	QTY	TAX %	TAX	AMOUNT
Final Payment for Recovery	\$3,141.76	1	0%	\$0.00	\$3,141.76

**TOTAL PRICE****Total:****\$3,141.76**

**Bank Information:** JPMorgan Chase Bank, N.A., Routing #: 322271627, Account #: 567300093  
**Bank Address:** JPMorgan Chase Bank, N.A., 7833 W Sunset Blvd, Los Angeles, CA 90046, USA  
**Bank Phone:** (323) 525-2765  
For International Wires, please use Swift Code: CHASUS33



www.securedatarecovery.com  
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