



EDR Data Imaging Authorization Agreement

Described Vehicle: \_\_\_\_\_  
Year                      Make                      Model                      17 Digit VIN

Vehicle Owners Name: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Requestor's Name: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Vehicle Location : \_\_\_\_\_ Location Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Data Link Shall Be Sent to the Following Email(s): \_\_\_\_\_

BlackboxEDR or its agents agree to perform the necessary services to image the data on the factory event data recording modules of the described vehicle (or on its aftermarket devices when applicable and specifically requested in writing for an additional fee). BlackboxEDR does not warrant or predict the development or outcome of the type-of (or lack-of) data imaged and our fees are not contingent on the results. There will be occasions when, even though successful communication was made with the module containing potential data, no event related data is retrieved. There may also be situations when damage to modules or other systems in the vehicle prevent successful communication and thus require additional services above and beyond our standard fee schedule or what you may have already paid. If services are provided at the vehicle (i.e. as opposed to mailing us a module) and we are unable to connect successfully in order to attempt data imaging from the vehicle, we agree to provide a written quote for any additional work that may be needed, if applicable. You agree to provide access to the subject vehicle (if applicable), allow us adequate time to perform our work, and either pre-pay for our services or, at our discretion, promptly pay our invoices when received. We reserve the right to discontinue our services if the terms of this agreement are not met in full. If any equipment is mailed to you for this request you agree to photograph the equipment as received and report any visible damage immediately, as well as photograph the equipment repackaged showing the contents before handing it over to the return shipping facility.

**Limitation of Liability: You agree to hold BlackboxEDR, its owners, employees and agents (collectively "BlackboxEDR") harmless for any and all liabilities, losses, costs and expenses relating to this engagement. In any case and for any reason, our total liability and that of our owners, employees and agents for all claims of any kind arising out of, relating to or connected with this engagement shall be limited to the total fees paid to us under this engagement.**

The terms of this contract are governed by the laws of the State of Florida, without regard to conflict of laws, and the sole and exclusive venue for any legal action brought by any party arising out of or relating to this contract shall be a court of competent jurisdiction in Leon County, Florida.

I further agree that I am (check one):

- the legal owner or lessee of the vehicle.
- the appointed administrator, or personal representative of the estate that owns or leases the vehicle.
- the attorney/legal-representative of the owner and have written permission from the owner or lessee.
- a law enforcement officer/agency with either written permission from the owner or appropriate legal authority to sign this.
- a 3<sup>rd</sup> party firm hired by the owner or lessee of the vehicle or hired by an insurance company or legal representative with written permission to sign this.
- an insurance company investigating/adjusting a claim involving the vehicle and have written permission from the owner or lessee or appropriate legal authority to sign this.

By signing below I agree that I have read the entirety of this EDR Data Imaging Agreement and by completing and returning this with my signature I am agreeing to the above in full and authorizing BlackboxEDR to perform services on my behalf. I acknowledge the vehicle owners rights under the "Driver Privacy Act of 2015," and I am hereby authorizing BlackboxEDR to recover any data available from the described vehicle that may have stored electronic event related data on it's modules or on aftermarket devices (with specific exceptions , if any, listed below).

Noted Exceptions: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_