



Storage and Service Agreement

STANDARD TERMS AND CONDITIONS

The Data Vault (Company) hereby agrees to accept for storage and to service under its management system such materials (Stored Materials) as Client requests and Company accepts, subject to all terms and conditions herein, including those incorporated as attachments hereof. Client agrees to pay Company for its services according to Company's current rate schedule, or any revisions thereto. The attached schedule of rates (Schedule A) is incorporated herein and made a part hereof.

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. STORED MATERIAL – From and after the effective date for a period of 1 year (automatically renewed for successive like periods unless cancelled by either party upon written notice given at least 30 days prior to the expiration of the existing term), the Company shall store and service the Stored Material identified on the attached Schedule. Client and Company may modify or add to the record materials included in the Schedule of Stored Materials. Such additional Stored Material shall, unless otherwise agreed in writing, be deemed to be held under the same terms and conditions as the Stored Material. Client is responsible for the pre-approved packaging of all Stored Material for transportation. Company shall not be required to accept for transportation any item that, in its opinion, is not properly packaged or adequately protected. If Company discovers any Stored Material that is not packaged in accordance with Company's requirements, Company shall be entitled to repackage such items and Client agrees to pay Company's fees for such services. Itemized lists or descriptions of contents of materials submitted by Client to Company shall be considered for Client's recordkeeping, reconciliation and reference purposes only, and shall not be considered proof that any documents contained on such lists or descriptions are in fact contained in the materials accepted by Company.

2. ACCEPTANCE – In the absence of an executed contract, the act of tendering said material for storage and/or other services by Company constitutes acceptance by Client to the terms, conditions and rates of this contract.

3. RATES – Client agrees to pay Company for its services according to Company's then current schedule of Rates and any revisions thereto. Monthly storage/retention charges shall be due in advance. Rates may be changed upon thirty (30) days notice to the Client. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If Client fails to pay the charges when due, Client shall be liable for late charges at the lesser of the rate of 15% per annum or the highest amount permitted by law, and Client shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees, costs and expenses. The Company shall have a lien on all Stored Material for charges and advances made under this Agreement. All expenses incurred in collecting charges and advances which are in arrears, including reasonable attorneys' fees, shall be added to the arrearage. If Client fails to pay the charges of the Company for a period of 60 days, the Company may, after giving ten (10) days notice to Client, at its option: (a) re-deliver the Stored Material to the Client at its address stated in this agreement; (b) refuse access to Stored Material; and/or (c) destroy the Stored Material. In the event the Company takes any actions pursuant to this section, it shall have no liability to the Client or anyone else. Nothing herein shall preclude the Company from pursuing other remedies provided either by this Agreement or by applicable law.

4. ACCESS TO STORED MATERIALS

a. Stored Material and information contained in said Stored Material shall be delivered only to Client's authorized representatives identified to Company in writing or any individual that Company reasonably believes to have authority to act on behalf of Client (each, an "Authorized Representative"). Client represents that the Authorized Representative has full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.

b. When any Stored Material is ordered out, a reasonable time shall be given to Company to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond Company's control, or because of loss or destruction of goods for which Company is not liable, or because of any other excuse provided by law, Company shall not be liable for failure to carry out such instructions or services.

c. Company reserves the right to deny access to or delivery of Stored Material until such time as Client has cured any default under this Agreement.

d. Authorized Representatives of Client shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of Company which pertain to the performance of the provisions of this Agreement.

5. LIMITATIONS OF LIABILITY

5.1 Company shall not be liable for any loss, damage, destruction or unauthorized access to Stored Material, however caused, whether in transit to a storage facility or otherwise, unless such loss or damage resulted from the failure by Company to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Company is not liable for the repair, replacement or

restoration of lost or damaged property, subject to the conditions and limitations imposed by this agreement. Company's aggregate liability, if any, under this Agreement for any and all claims shall not exceed: (a) for loss, damage, destruction, or unauthorized access to part or all of the Stored Material stored shall be limited to \$2.00 per carton, linear foot, container, tape or disk pack, which amount Client declares to be the value of Stored Materials, unless Client declares an excess valuation and pays an additional monthly charge for said excess valuation, as provided in section 6 below, in which case, Company's liability shall be limited to the amount of the excess valuation per carton, container, tape or disk pack; or (b) for all other claims arising under this Agreement, an amount not to exceed the fees actually paid by Client to Company during the six (6) months prior to the claim. Such limitations of liability shall apply irrespective of the nature of the claim or the cause of loss, damage, or destruction of the Stored Material.

5.2 If Stored Materials consist of electronic based media, either digital or analog, Client will be solely responsible for encrypting the files, and Company will not be liable under HIPAA, HITECH, FACTA, or otherwise for any claims related to unencrypted media.

5.3 Company shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.

5.4 Stored Materials are not insured by Company against loss or injury, however caused and Client is advised to review its own coverages to ensure they are adequate and to inform its insurance carriers of the location(s) of Company's storage facilities.

5.5 Company shall not be liable for the deterioration of items in storage.

5.6 Claims by Client for loss, damage or destruction must be presented in writing to Company within a reasonable time and in no event longer than sixty (60) days after Client is notified by Company or otherwise knows or should have known that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter. Time is of the essence and failure to present any such claim in writing within the foregoing time limit shall constitute a waiver of any such claim.

5.7 No action, suit, or claim may be maintained by Client or others against Company for loss, damage or destruction of the Stored Material, unless timely written notice has been given as provided in Section 5.6 of this Agreement, and unless such action, suit or claim is commenced either within one year after date of delivery or return by Company, or within one year after the Client knows or should have known that loss, damage or destruction to part of all of said Stored Material has occurred, whichever is shorter.

5.8 When Stored Material has been lost, damaged or destroyed and has not been delivered or returned to Client, notice may be given of said loss, damage or destruction by mailing or a registered or certified notice to Client at its address stated in this Agreement. In the event such notice of loss, damage or destruction is given by Company, time limitations for presentation of any claim in writing and maintaining of any such action or suit after notice, begins on the date of mailing of said notice by Company.

6. DECLARATION OF EXCESS VALUATION – Unless Client has declared in writing a valuation of its Stored Materials (deposits) as an optional excess valuation and pays an additional monthly charge for said excess valuation, Client agrees that the value of the Stored Material (deposits) is \$2.00 per carton, container, tape or disk pack in accordance with section 5.1 above. Company may, at its discretion, elect to repair, replace or restore lost or damaged property up to the aforesaid value or the excess valuation declared by Client, if applicable, whether the property is lost in whole or in part.

7. TERM

7.1 Unless sooner terminated as provided herein, the term of this Agreement shall continue during the term described in Section 1 and thereafter for as long as Company continues to store and service Stored Material hereunder. Failure of Client to designate a delivery address following any termination or expiration of this Agreement within thirty (30) calendar days following Company's request for such information constitutes authorization for Company to either, at Company's sole discretion: (a) deliver the Stored Material to Client's address stated in this Agreement or Client's last known address, or (b) destroy the Stored Material in the manner set forth in paragraph 10, or (c) continue to store the Stored Material until Client provides written instructions to Company regarding the disposition of the Stored Material, provided that Client shall be liable to Company for such continued storage at Company's then-current storage rates. In any event, Company shall have no liability for its action taken in accordance with this section. In the event of early termination of this Agreement for any reason, Client shall prepay all amounts for services to be rendered hereunder, including but not limited to destruction charges, through the completion of the transition of the Stored Material and, in addition, shall prepay to Company \$2.00 per cubic foot for early removal of Stored Material from Company's storage facilities.

7.2 Following any termination or expiration of this Agreement, Company shall commence to return the Stored Material to Client or its designee, within thirty (30) days after receipt of all undisputed payments due to Company hereunder (including but not limited to one month's advance of all estimated fees to be charged for storage and the removal services to be provided during the following month), with containers being released at the rate of five hundred boxes per week ("Wind Down Process"). If Client requests for containers to be retrieved and released at a rate faster than five hundred boxes per week, Client agrees to pay the additional costs incurred by Company, including without limitation overtime, weekend pay and temporary help, which costs shall be payable by Client in advance. Company shall continue to perform the Wind Down Process in a timely manner, provided that Client continues to pay monthly in advance the fees related to the Wind Down Process.

8. DEFAULT

8.1 The occurrence of any one or more of the following events shall constitute a default (each, an "Event of Default"):

a. Failure to pay any sum due hereunder within thirty (30) days of when due; or

b. Breach of any provision of this Agreement; or

c. Client becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.

8.2 Upon the occurrence of any Event of Default, Company, at its sole option, may exercise any or all of the following remedies with or without terminating the Agreement:

a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the Client.

b. Demand in writing that Client pick up the Stored Material;

c. Deliver the Stored Material to the delivery address, or Client's last known address.

d. Upon thirty (30) days advance written notice to Client, Company may destroy Stored Material. In this regard, Client recognizes that, because of privacy regulations and since the Stored Material has little or no market value, that sale of the material would be impossible, and destruction of Client's materials is the only way for Company to mitigate its damage.

e. Terminate this Agreement, whereupon Company shall be entitled to recover all damages suffered by reason of such termination, including reasonable attorneys' fees, costs and expenses.

f. If this Agreement shall not have been terminated, Client shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (b) or (c) above.

8.3 In the event Company takes any action pursuant to this Section 8, it shall have no liability to Client or anyone claiming through Client. The exercise by Company of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Company of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of the Company, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Company shall be entitled to include all reasonable attorneys' fees, costs and expenses incurred in connection with the enforcement of this Agreement.

9. SCANNING SERVICES -- The provisions of this Section 9 shall apply to any document scanning services provided by Company that are not covered under a separate written agreement between the parties. Client agrees Company will not be liable for any of the following: (a) minor wear or damage to documents while preparing documents for the scanning process, including but not limited to wear or damage caused by removal of staples, paperclips, binders, or any other type of fastening device, or the unfolding of documents as required to enable such items to be fed through an automatic document feeder ("ADF") or to fit on a flatbed scanner; or (b) minor wear or damage to documents during the scanning process, including but not limited to any wear or damage documents may experience while moving through an ADF. Company shall be entitled to follow the instructions of an Authorized Representative regarding the transmission method of any scanned documents, provided that Company makes no representation or warranty regarding the security, quality, availability or timeliness of any such transmission method. Company may provide online access to Client for purposes of storing, organizing, and viewing digital images. Company shall not be responsible for system downtime, security issues or unavailability of any such system caused by circumstances beyond the reasonable control of Company, including but not limited to issues related to disruptions or compromise in electric, natural gas, water, Internet or telecommunications services.

10. DESTRUCTION SERVICES – Upon written instruction from Client or in connection with scheduled shredding services provided to Client, Company will shred waste paper, in which case the following shall apply: (a) Client acknowledges that Company may dispose of the material by shredding, puncturing, incinerating or any other means that is generally accepted in the industry for disposing of similar material, including recycling any material after it has been shredded. References herein to "destruction", "shred", "shredding" or similar terms shall be understood to include all such methods of disposal and any other methods generally accepted in the shredding industry; (b) Client acknowledges that it is aware of its obligation to properly dispose of "consumer information", "protected health information", and any other information the disposal of which is regulated by any laws or regulations governing disposal of information, including, without limitation, those commonly known as "FACTA," "GLBA", "HIPAA" and "HITECH" or similar state and federal laws ("Privacy Laws"). Client is solely responsible for reviewing the Privacy Laws to determine if shredding is adequate under the Privacy Laws to which the material may be subject. Company makes no representation, warranty, certification, or agreement as to the compliance of shredding with Privacy Laws; (c) Company may furnish bins to client for the exclusive purpose of depositing into such bins waste paper and other office waste paper material which client desires to have shredded and recycled. Company's bins shall not be used by Client for the disposal of materials other than wastepaper unless approved in writing by Company prior to collection. In no event shall Company's bins be used by Client for the disposal of any hazardous or toxic materials, or metal solids, or other materials that could damage or contaminate Company's bins or shredding equipment and Client's agrees to reimburse Company for any costs associated with repairing or replacing any of Company's equipment due to damage causes by unauthorized material; (d) Company shall (upon request) provide a certificate of destruction along with Client invoice(s) once destruction is complete. Upon collection of confidential materials from the bins, Company shall issue to Client a receipt showing the day and time of collection; (e) Client shall maintain Company's bins in a secure location and exercise reasonable care to avoid theft, vandalism, or other damage or loss to bins. Client shall pay to Company the cost to replace any of Company's bins that are damaged due to client's failure to exercise reasonable care to maintain them; (f) Company shall, at all times, retain title to and all rights of possession of the bins. Company may remove the bins, along with any confidential material contained within, upon cancellation of this service. Company shall assume title to and all rights of possession to the confidential material following its destruction, including, but not limited to, the right to recycle such material.

11. TITLE WARRANTY –Client warrants that it is the owner or legal custodian of the Stored Material and has full authority to store and authorize services for said record material in accordance with the terms of this Agreement.

12. INDEMNIFICATION – Unless caused by the gross negligence or willful misconduct of Company, Client agrees to fully indemnify and hold harmless Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, costs and expenses, that Company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its relations with Client or third parties pursuant to this Agreement.

13. RULES

a. Client agrees to comply with the Company's Standard Terms and Conditions and any operating procedures of Company.

b. Client shall not, at any time, store with Company, any controlled substances, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. Company reserves the right to open and inspect any materials tendered for or in storage and refuse acceptance of any materials which fail to comply with Company's storage restrictions and guidelines. Client shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value.

c. Unless Company is contracted by Client to inventory the contents of all materials stored, Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods; and Company shall not be liable for such loss unless Client establishes such loss occurred because of Company's failure to exercise the care required under section 5, above.

14. CONFIDENTIALITY –Company shall exercise the same degree of care in safeguarding deposits entrusted to it by Client which a reasonable and careful company would exercise with respect in similar records of its own provided; however, that liability of Company to

Client shall be limited as set forth in Section 5 above. Company may comply with any subpoena or similar order related to Stored Material, provided that Company notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. Client shall pay Company's reasonable charges, including attorneys' fees, costs and expenses, for such compliance.

15. MISCELLANEOUS – This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements, understandings, and representations, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any terms term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of Kentucky without giving effect to its conflict of laws principles and each party hereby consents to the state and federal courts located in and around Jefferson County, Kentucky. In addition, Company shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in Kentucky. All scheduled, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be effective upon receipt unless mailed by certified or registered mail, in which event notices shall be deemed to have been received as of the third business day after the date of posting. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary or employment relationship between the parties hereto. This agreement is binding upon the parties hereto, their heirs, executors, administrators, successors and assigns and cannot be changed orally. This Agreement may not be assigned by either party without the written consent of the other, which consent shall not be unreasonably withheld, provided that either party shall be entitled to assign this Agreement upon written notice to the other party in the event of a sale of all or substantially all of the assets or stock of such party.

Attachments:

Schedule A Price Schedule

CLIENT

THE DATA VAULT

ACCEPTED BY: _____

Signature: _____

By: _____

Street Address: _____

Date: _____

City _____ State _____ Zip _____

Effective Date: _____

Date: _____

Effective Date: _____

For Internal Use Only: