

CENTRAL FILES, INC.
TERMS AND CONDITIONS OF SERVICE

By paying the bill or invoice enclosed with these Terms and Conditions (the "**Invoice**"), you agree that unless controlled by a Storage Agreement executed by the recipient of the Invoice ("**you**") and CENTRAL FILES, INC. ("**CFI**"), the storage of your data, records, and other similar items (the "**Records**") by CFI shall be governed by these Terms and Conditions of Service (the "**Terms**").

1. **Payment.** You shall be liable to CFI for the storage of the Records and all other services provided with regard to the Records at the current "Non Contract Rates" set by CFI from time to time, whether or not CFI has billed you for these services at those rates. If you fail to make any payment required by these Terms and billed by CFI within thirty (30) days after such payment is due, interest on the unpaid balance will accrue at the greater of four (4%) per cent per month or \$35 per month. Minimum monthly fee is 90% of beginning volume or \$50.00, whichever is greater.

2. **Types of Records.** You shall not, at any time, include in the Records any of the following materials: highly flammable, explosive, toxic or otherwise dangerous or unsafe materials, organic matters, illegal substances, negotiable instruments, currency, negotiable or uncanceled stocks or bonds. CFI reserves the right to open and inspect all Records, and, in its sole discretion, to determine the acceptability of Records and to refuse to accept or to return to you such unacceptable Records.

3. **Ownership and Sale of Records.** You represent to CFI that you have lawful possession of and legal right and authority to store all the Records. If there is any dispute, controversy or litigation caused by you or otherwise concerning the ownership, possession, location, legality, nature, or condition of the Records, you agree to continue paying all storage and other charges with regard to the Records under these Terms or any subsequent Storage Agreement, and shall further hold harmless CFI against any and all costs, claims, damages, and expenses (including attorney's fees) that CFI may incur or become liable for in connection with or arising out of such dispute, controversy or litigation. To the extent that you fail or refuse to hold CFI harmless, you shall indemnify CFI against all such costs, damages, expenses and fees.

4. **Access and Delivery.**

a. **Availability for Inspection or Delivery.** The Records will be available to you or your Authorized Representatives for inspection or delivery during CFI's regular business hours subject to related charges. Daily pickups or deliveries are limited to 50 boxes.

b. **Authorized Representatives.** Authorized Representatives, as defined below, are authorized by you to inspect, reproduce, withdraw, or otherwise instruct CFI (consistent with these Terms) with regard to the Records. For purposes of these Terms, "**Authorized Representative**" means any person identified or established by you or an Authorized Representative in writing, verbally, through the course of dealing or conduct, or otherwise as having authority to act on your behalf with regard to the Records. You may terminate a person's status as an Authorized Representative only with written notice to CFI. CFI may rely on a person's status as an Authorized Representative until CFI actually receives the written notice that such status has been terminated.

c. **Lost, Damaged, or Destroyed Records.** CFI will have no obligation to deliver Records that have been lost, damaged, or destroyed through no fault of CFI or that have been sold or otherwise disposed of by the enforcement of a lien or any other remedy available to CFI.

d. **Limitation of Liability.** CFI shall have no liability to you or any third party for any action CFI takes (i) in reliance on the request or instructions of an Authorized Representative; or (ii) to comply with any court order, subpoena, levy, process, or request issued by a court of competent jurisdiction, or by federal, state or local law enforcement or tax officials.

5. **Authorization to Maintain Records.** You acknowledge that the Records or the files and boxes they are stored in may deteriorate over time through no fault of CFI. Accordingly, you authorize CFI to undertake such ordinary efforts as CFI deems necessary to protect and properly maintain the Records in an orderly fashion. You agree to pay CFI for these efforts consistent with rates for those or similar services then charged by CFI.

6. **Destruction of Records.** CFI will destroy all or a portion of the Records for you pursuant to the written instruction of you or an Authorized Representative. If you have specified a scheduled destruction date for any Records, CFI will notify you in writing by certified mail return receipt requested at least thirty (30) days prior to the scheduled destruction date, so that you, in writing may (a) instruct CFI to proceed with destruction as scheduled; (b) extend the scheduled destruction date for a given period determined by you; or (c) request that the Records be returned to you. If

no written instruction is received by the scheduled destruction date, CFI shall automatically postpone destruction of the Records for ninety (90) days and CFI will provide you with a second notice as stated above of the scheduled destruction. You will be liable for additional storage charges during the 90-day period at the rate then charged by CFI for storage of the Records.

7. **Cessation of Services.** At any time, CFI with written notice can require you to retake possession of the Records. If you fail to retake possession of Records within 30 days after the notice, CFI may, at its option, destroy the Records following an additional 30 days' notice to you. You shall pay CFI for the storage of and other services with regard to the Records following the original notice at the "Non-Contract Rates" then in effect, whether or not CFI destroys the Records.

8. **Limitation of Liability.** In no event shall CFI be liable for any incidental or consequential damages or damages for delayed delivery of Records, and CFI's liability for loss, damage or destruction to any part or all of the Records shall be limited to Two dollars (\$2) per box or storage container, except as otherwise agreed in writing with respect to each such box or storage container. CFI shall have no liability in any case with respect to moving, packing, storage, handling, shipping and delivering the Records, except for reckless conduct attributable to CFI. Without limiting the generality of the foregoing, CFI will not be responsible for any loss of or damage to the Records which is caused by fire, explosion, firefighting equipment, heat, water, animals, vermin, deterioration due to the inherent or perishable quality of the Records, rust, pilferage, theft, vandalism, unauthorized examination, reproduction or withdrawal, labor strikes, acts of God or any cause beyond the control of CFI, except to the extent that such loss or damages were caused by reckless conduct attributable to CFI. Nothing in this Paragraph 8 shall increase the amount of CFI's liability beyond the limited amount stated above. You hereby expressly acknowledge that CFI does not carry valuable paper or other insurance with respect to the Records. You have the right to obtain such insurance in its own behalf.

9. **Warehouseman's Lien.** Pursuant to Ind. Code § 26-1-7-209, as amended, CFI will have a lien upon any and all Records deposited with it by you, or upon the proceeds of the Records, for all lawful charges for storage, transportation, insurance, and preservation of all or a part of the Records expended by or incurred by CFI. CFI shall also have a security interest in the Records for all lawful claims for money advanced, interest, transportation, labor, wrapping, weighing, and all other charges and expenses in relation to the Records, and for all reasonable charges and expenses for notice and advertisement of sale and for the sale of the Records where default has been made, in satisfaction of CFI's lien. In the event of a default by you of the terms of this Agreement, this lien may be enforced by CFI in accordance with Ind. Code § 26-1-7-210, as amended.

10. **Default and Remedies.** If you fail to make any payment required by these Terms within thirty (30) days after such payment is due, become insolvent, or otherwise fail to comply with any of the Terms, CFI may pursue one or more of the following remedies, in addition to any other remedies available to CFI:

- i. Exercise its rights pursuant to Paragraph 9 above.
- ii. Destroy the Records upon thirty (30) days' notice to you.
- iii. Recover all costs, damages and expenses, including reasonable attorney's fees incurred in enforcing these Terms.

11. **Notices.** Except as stated in Paragraph 6, whenever it is required or permitted that notice be given by either CFI or you, the same must be in writing and will be sufficient if sent by mail to P.O. Box 4221, South Bend, Indiana 46634 for CFI and the address on the Invoice for you. Notice will be deemed given when actually received.

12. **Miscellaneous.**

a. The terms and conditions of these Terms Agreement will inure to the benefit of and be binding on the heirs, successors and personal representatives of the parties.

b. These Terms and all other matters and issues collateral to it will be governed by the laws of the State of Indiana.

c. No waiver of any breach or any condition of these Terms will constitute a waiver of any other breach or condition.