

RECORDS CENTRAL, INC.

MONTH TO MONTH AGREEMENT

IN THE ABSENCE OF A STANDARD RECORDS MANAGEMENT AGREEMENT, RECORDS CENTRAL, INC., an Ohio corporation (called "RCI" in this Agreement) agrees to accept under its information management system any hardcopy, electronic, magnetic or laser media (called "Deposits") made by The Depositor (called "Depositor"), subject to all terms and conditions contained in this Agreement.

I. FEES AND DEPOSIT

- A. The Depositor agrees to pay RCI for its services under this Agreement the Management Retention Fees ("Fees") detailed in schedule(s) A. For media such as hard copy records or archival magnetic media, RCI will invoice for Fees due under this Agreement monthly, in advance. For rotational media such as tapes and/or cartridges, RCI will invoice for Fees due under this Agreement monthly, based on the previous month's peak balance. For electronic information RCI will invoice for monthly Fees on an annualized basis. Annual Fees shall include a discount off the monthly rate. Depositor shall have the option of paying electronic content Fees monthly which will not include a discount. Fees begin on the Start Date. Fees for Archival Deposits received after the Start Date will be pro-rated on a daily basis from the date of receipt to the end of the billing period.
1. Fees will remain in effect throughout the term (one month) of this Agreement and thereafter are subject to change without notice.
 2. The rates for transportation, labor, and materials charges may be changed without notice
 3. Payment of Fees and charges are due within ten days after the date of the invoice.
- B. If Depositor has paid RCI a Security Deposit to secure its performance under this Agreement, the Security Deposit shall not be an advance payment of Fees and RCI is not obligated to pay interest on the Security Deposit. If this Agreement is terminated and Depositor has paid RCI for all charges and Fees billed to Depositor, RCI will return the Security Deposit to Depositor. Otherwise, RCI may apply the Security Deposit to any outstanding balance of Fees and charges due RCI.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall be month to month. "Depositor" may terminate this Agreement by providing (60) days written notice prior to the expiration of the current term delivered to the RCI by certified mail and removing all deposits from RCI's warehouses, vaults or electronic content management systems.
- B. All accounts must be settled before RCI will extract all Deposits from its facilities.

III. ACCEPTANCE OF RECORDS, ELECTRONIC CONTENT AND/OR MEDIA

- A. Records, electronic content and/or media will be accepted for storage and/or rotation only when packaged in a manner acceptable to RCI and when accompanied by a properly executed form(s) or communication(s) as are agreed upon by Depositor and RCI.
- B. Records, media, and/or information being stored by RCI will be delivered only to Depositor unless otherwise directed in writing to RCI, accompanied by payment of all charges.
- C. Depositor will not, at any time, store with RCI any narcotics, materials considered to be highly flammable, explosive, toxic or radioactive, organic material which may attract vermin or insects, or any other materials which are illegal, dangerous and unsafe to store or handle in a closed area. RCI reserves the right to refuse acceptance of any materials at its sole discretion.

IV. VALUATION

Depositor declares for the purpose stated in Section V, below, that the maximum value of all records and/or media, in case of loss or damage for any cause whatsoever, will be a sum not to exceed the fair market replacement value of each tape reel, (maximum \$25.00/tape) disk pack, (Maximum \$200.00/disk pack), micrographics (maximum \$3.00/cubic foot), hard copy / paper (maximum \$2.00 for each cubic foot), or other media and does not include the value of any information or data contained therein. Depositor may be insured against the loss of stored information under depositor's existing insurance coverage or may secure coverage or additional coverage from Depositor's own insurance company.

V. LIABILITIES

- A. RCI will exercise that degree of care in safekeeping records entrusted to it by the Depositor that a reasonable and careful person in the business of records safekeeping would exercise with respect to similar materials. Depositor acknowledges that deterioration and aging of all Deposits is a natural unavoidable occurrence of the passage of time.
- B. RCI's liability to Depositor for damages or loss will be limited to the amounts set forth in Section IV, above. Depositor acknowledges RCI has no liability for incidental, consequential or other damages of any kind. Moreover, in further limitation of RCI's liability, RCI will not be liable for damage or delays (including priority or emergency services) due to insects, animals, water or gradual deterioration not caused by the fault of RCI, acts of God or a public enemy, lightning, windstorms, severe weather, labor disputes, riots, acts of force majeure, or any other cause beyond RCI's control. Depositor must make all claims in writing and delivered to RCI by certified mail within ten (10) business days after the damage or loss is discovered.
- C. At times of severe weather, or any other cause beyond RCI's control, RCI may suspend Priority Service or Standard Service guarantees.
- D. Stored Materials are not insured by RCI against loss or injury, however caused.

VI. NON-PAYMENT OR BALANCE CARRYOVER

- A. Unpaid Fees and or charges will incur an interest charge - of 1 1/2% per month (18% annually) for the whole or any portion of any month that Fees and/or charges are past due and unpaid. A Late Fee of Twenty dollars (\$20.00) may be applied to account if payments are not received twenty five (25) days from date of invoice.
- B. Disputed fees and/or charges shall be separated from previously acceptable fees and/or charges and submitted to arbitration if the Depositor and RCI can not reach agreement within ninety (90) days of due date. Disputed fees shall not affect termination of this agreement until conclusion of the arbitration. The arbitration findings shall be binding on both parties with all credits, fees and/or charges being due and payable within ten (10) days.
- C. If Depositor fails to pay RCI's undisputed fees and/or charges for a period of sixty (60) days after payment is due, this Agreement and all of Depositor's rights under this Agreement will automatically terminate. When termination occurs RCI may at its option take any one or more of the following actions:
 - 1. Suspend all service including web access until the default that caused the termination has been cured.
 - 2. Default Depositors rate schedule to RCI's current rates.
 - 3. Deliver all or part of the Deposits, C.O.D., for transportation and handling charges, to the Depositor at Depositor's address or to an address the Depositor provides in writing.
 - 4. If the Depositor does not agree in writing to delivery of the stored materials within the prescribed thirty (30) days, then RCI may place a lien upon Depositor's stored materials for fees and charges hereunder.
 - 5. Remove and dispose of all of Depositors materials that are currently housed in RCI's facilities or on RCI's servers, whereupon RCI shall recover all damages suffered by reason of such removal, including reasonable attorneys' fees.
- D. If termination occurs, Depositor shall have thirty (30) days to cure any defaults and submit a written request for reinstatement of this agreement. If reinstatement is approved, Depositor will be charged a one hundred fifty dollar (\$150.00) reinstatement fee. Only one (1) reinstatement will be permitted.
- E. If reinstatement is NOT approved, Depositor will be required to remove all Deposits from RCI's facilities within thirty (30) days. Storage charges will continue to accrue until all Deposits are removed. If Deposits are not removed within ninety (90) days, RCI's at its option may remove same subject to Section IV Paragraph C Line 5 above.
- F. Any expenses incurred in the cost of collecting Fees and charges not paid when due, including without limitation, reasonable attorney's fees, will be added to the amount of Fees and charges in arrears.
- G. All of the foregoing remedies are without liability to RCI. RCI's exercise of any one or more of the foregoing remedies will not preclude RCI from pursuing all other remedies available to RCI at law, in equity, under this Agreement, by statute, or otherwise.

VII. BANKRUPTCY

- A. If bankruptcy proceedings are instituted either voluntarily by or involuntarily against the Depositor, or in the event of the making of an assignment by the Depositor for the benefit of creditors, RCI, in addition to all other remedies available to it by statute or otherwise, shall have the right, at its option, to terminate this Agreement, upon ten (10) days written notice to the other party, by certified mail. Upon such termination by RCI, it shall have all the remedies available to it under Section VI and other provisions of this Agreement.
- B. If RCI suffers any interruption of daily service to Depositor for more than ten (10) consecutive business days, Depositor will have the right to enter RCI's facility(s) and retrieve any or all of its stored property. Depositor's actions of repossession must be conducted with the supervision and in the presence of an RCI employee(s) or other third party assuring confidentiality and security of all property belonging to other depositors to an equal or greater extent than typical RCI procedures previously provided.

VIII. MODIFICATION

This Agreement binds the heirs, successors, representatives, and assigns of the Depositor and RCI and may be changed only by a written document signed by all parties. All prior understandings, agreements, and representations, written and oral, between the parties are merged in this Agreement, which fully and completely expresses the entire agreement of Depositor and RCI.

IX. NON-WAIVER

The failure of a party to enforce any right, remedy, term, or condition of this Agreement will not be deemed a waiver of that right, remedy, term or condition. The failure to enforce any right, remedy, term, or condition of this Agreement will not void or otherwise affect the right to enforce the same right, remedy, term, or condition at a subsequent time.

X. ADDRESSES

Any notice required by this Agreement, must be in writing and given in writing by United States certified mail, return receipt requested or by confirmed facsimile transmission to the party at the address shown on the signature page below until written notice from a party of a change of address is delivered to the other party by certified mail or confirmed facsimile.

XI. TRANSPORTATION

RCI is not and will not be deemed to be a contract or common carrier. Additional charges will be added to transportation costs if records and/or media must be transported beyond the area described in Schedule "A".

XII. DESTRUCTION OF RECORDS

- A. Upon written instructions from Depositor and payment for such services, RCI will destroy Deposits or parts thereof. Depositor releases RCI from any and all liability to any third party by reason of whole or partial destruction of Deposits pursuant to Depositor's instructions.
- B. Depositor will indemnify and hold RCI harmless from all loss, cost, expense, damage, claims and liabilities of any kind, contingent, threatened, known or unknown, which are or may be asserted by any person or entity in connection with or related to RCI's destruction of all or any part of Deposits pursuant to Subsection A, above or pursuant to any other provision of this Agreement.

XIII. CLIMATE CONTROLLED VAULT

In addition to its hard copy warehousing storage, RCI maintains a climate controlled vault storage area(s) with temperature, humidity, and security controls to store records requiring such special handling. Deposits will be placed into special climate controlled vault storage areas when specified to RCI in writing. RCI will maintain, at all times, a temperature of between sixty and eighty degrees and a relative humidity of between thirty and fifty percent within the special climate controlled vault storage areas.

XIV. ATTACHMENTS AND/OR RIDERS

All exhibits, schedules, attachments and/or riders (whether referred to in this Agreement or later executed with reference to this Agreement) are or will become a part of this Agreement, when both Depositor and RCI signify their approval and acceptance by each signing each document and initialing each page of any exhibit, schedule, attachment or rider.

XV. CONFIDENTIALITY

For the purposes of this Agreement, all Depositor information in the possession of RCI and the identity of Depositor will be deemed confidential by RCI. Employees and agents of RCI will not divulge, or disclose any such information to anyone other than authorized employees of the Depositor either during or subsequent to the term of this Agreement. Information is defined as any and all records, materials, or information revealed, divulged, disclosed, or made available to RCI, as a

consequence of providing the services to the Depositor described herewith, which information is not generally known about Depositor's business or any part thereof.

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