

FILEBANK, INC.

AMENDED AND RESTATED MASTER SERVICE AGREEMENT

Effective September 2026

This Restated Master Service Agreement (the “**Agreement**”) governs all Services that FileBank, Inc. or the FileBank affiliate identified in a Service Order (“**FileBank**”) provides to the person or entity receiving the Services (“**Client**”). Client accepts this Agreement by signing or electronically accepting a Service Order, tendering Records to FileBank, requesting or using Services, permitting FileBank to take custody of Records, or paying for Services.

1. CONTRACT DOCUMENTS AND DEFINITIONS

1.1 Contract Documents

A “**Service Order**” means a statement of work, service schedule, order, work order, accepted quote, intake receipt, or other written or electronic ordering document accepted by FileBank. The attached service schedules, each Service Order, and each addendum expressly incorporated into this Agreement are collectively the “**Contract Documents**.”

If the Contract Documents conflict, they control in the following order: (a) a Business Associate Agreement, data processing addendum, or security addendum, but only for its subject matter; (b) the applicable Service Order; (c) the applicable service schedule attached to this Agreement; and (d) the body of this Agreement. A Service Order overrides this Agreement only if it identifies the provision being changed and expressly states that the change overrides that provision. Client purchase orders and similar documents are for Client’s internal use only and do not modify this Agreement unless an authorized FileBank representative expressly accepts the modification in writing.

1.2 Definitions

“**Authorized User**” means a person whom Client authorizes, expressly or through credentials, access rights, employment, agency, or course of dealing, to request Services, access a system, receive Records, or issue instructions for Client.

“**Client Content**” means information, images, audio, video, data, and other content contained in or derived from Records.

“**Confidential Information**” has the meaning stated in Section 11.

“**Digital Files**” means digital reproductions or other digital deliverables created, processed, hosted, or stored as part of the Services.

“**Original Media**” means film, videotape, audiotape, photographs, negatives, slides, optical discs, hard drives, memory cards, or other tangible media submitted for conversion or related processing.

“**Provider**” means a third party whose software, platform, hosting, transportation, destruction, or other service is made available in connection with the Services.

“**Records**” means all documents, boxes, cartons, files, assets, Original Media, Digital Files, electronic records, data, and other items submitted to, held by, processed by, or stored with FileBank.

“**Recurring Service**” means a Service provided under a recurring subscription, storage arrangement, schedule, route, access plan, hosting plan, or other continuing arrangement. A one-time, on-demand, milestone-based, or project-based Service is not a Recurring Service.

“**Restricted Data**” means protected health information, payment-card data, Social Security numbers, authentication credentials, highly sensitive personal information, or other information subject to heightened legal, contractual, or regulatory safeguards.

“**Services**” means the services described in a Service Order, including physical or digital storage, records servicing, imaging, scanning, conversion, media digitization, secure destruction, shredding, transportation, hosting, software, subscription, managed, professional, and related services.

2. SERVICES AND SERVICE ORDERS

2.1 Performance

FileBank will perform the Services described in each accepted Service Order using commercially reasonable care. Dates and turnaround times are estimates unless the Service Order expressly states that a date is guaranteed. FileBank controls the manner, means, methods, facilities, personnel, and Providers used to perform the Services, subject to the applicable Contract Documents and law.

2.2 Changes

Changes to scope, quantities, specifications, delivery method, schedule, location, or assumptions may affect fees and timing. FileBank is not required to perform changed or additional work until the parties document the change in a Service Order, change order, email confirmation, portal request, or other writing accepted by FileBank.

2.3 Acceptance of Deliverables

Client must inspect project deliverables and notify FileBank in reasonable detail of any material nonconformity within 30 days after delivery. A deliverable is accepted if Client does not provide timely notice. For a verified material nonconformity, FileBank may, at its option, reperform the affected Service, correct or replace the deliverable, or refund the fees paid for the nonconforming portion. This Section does not shorten the claim period for loss of or physical damage to Records under Section 16.1.

2.4 Affiliates and Providers

FileBank may use affiliates, contract personnel, and responsible Providers to perform the Services. FileBank remains responsible for Services performed by its affiliates and subcontractors to the same extent as if FileBank performed them, except that a third-party platform, common carrier, or other service separately contracted for or governed by Provider terms remains subject to those Provider terms and the applicable Service Schedule.

2.5 Independent Contractor; No Common Carrier

FileBank is an independent contractor and is not Client's agent, fiduciary, legal custodian for regulatory purposes, or common or contract carrier. Neither party may bind the other except as this Agreement expressly provides.

3. CLIENT RESPONSIBILITIES

3.1 Authority and Compliance

Client represents and warrants that it: (a) owns or lawfully controls the Records; (b) has authority to possess, store, transport, reproduce, process, disclose, return, and destroy the Records as instructed; (c) has obtained all required notices, consents, licenses, and permissions; (d) will issue lawful and accurate instructions; and (e) will use the Services in compliance with law and third-party rights.

3.2 Authorized Users and Instructions

Client is responsible for maintaining a current list of Authorized Users, protecting credentials, and promptly notifying FileBank of changes or suspected unauthorized use. Unless FileBank receives contrary written instructions, FileBank may reasonably rely on requests or instructions submitted by an Authorized User, through Client credentials, from Client's customary contact information, or by a person reasonably appearing to act for Client. FileBank may refuse or delay an instruction if authority is doubtful, credentials appear compromised, or the instruction is incomplete, unsafe, unlawful, or inconsistent with the Contract Documents.

Unless Client instructs FileBank otherwise in writing, FileBank may deliver Records at a Client location to the receptionist, mailroom, receiving area, or other person reasonably appearing authorized to receive deliveries there.

3.3 Record Identification and Instructions

Client is responsible for accurate labeling, packaging, inventories, retention rules, disposition instructions, and special-handling requirements. Descriptions or itemized lists supplied by Client or entered into FileBank systems are for reference and do not establish that a listed document or item is present in a sealed container or other Record unless FileBank expressly agrees to item-level verification.

3.4 Prohibited and High-Value Materials

Client will not submit or store any material that is illegal, explosive, radioactive, toxic, biologically hazardous, unusually flammable other than ordinary paper, attractive to vermin, unsafe to handle, or otherwise hazardous ("**Prohibited Material**"). Unless FileBank expressly agrees in a Service Order, Client also will not submit currency, negotiable instruments, jewelry, fine art, collectibles, unique historical artifacts, or other property having material intrinsic or market value.

FileBank may inspect Records when reasonably necessary for safety, compliance, or performance; refuse or stop handling unsuitable material; and return, isolate, or dispose of Prohibited Material as law permits. Client is responsible for reasonable resulting costs and for loss or damage caused by Client's breach of this Section.

3.5 Restricted Data

Client will not submit Restricted Data to a Service unless the Service Order permits that category of data and the parties have entered into any legally required privacy, security, or data-processing addendum. Unless Client notifies FileBank otherwise in writing, Client represents that its use of the Services does not require FileBank to act as a business associate under HIPAA or as a processor subject to a mandatory data-processing agreement. Client will notify FileBank before that status changes. Client will use required encryption and secure transfer methods and will not place Restricted Data in inventory description or metadata fields not approved for that purpose. FileBank is not required to inspect Client Content to determine whether it contains Restricted Data.

3.6 Backups

Client will maintain independent copies of Digital Files and other electronically reproducible Records unless a Service Order expressly makes FileBank responsible for backup or disaster recovery. Temporary project or delivery storage is not a backup service.

4. FEES, INVOICES, AND TAXES

4.1 Fees and Price Changes

Client will pay the fees in the applicable Service Order or, if none are stated, FileBank's rates in effect when the Service is performed. FileBank may change rates for Recurring Services upon at least 30 days' written notice. Unless the notice states otherwise, a rate change applies prospectively beginning with the next billing cycle and does not change fixed fees for completed work. Minimum storage commitments, recurring minimums, fuel or environmental surcharges, and similar charges apply only when stated in a Service Order or price schedule provided to Client.

4.2 Invoices and Payment

Invoices are due 30 days from the invoice date. Time is of the essence. Client must notify FileBank in writing of a good-faith invoice dispute within 30 days after the invoice date, identify the disputed item and basis, and timely pay all undisputed amounts. Otherwise, Client waives the invoice dispute to the extent permitted by law. Amounts resolved in Client's favor will be credited or refunded; amounts resolved in FileBank's favor are due within 15 days.

Past-due amounts accrue interest at the lesser of 1.5% per month or the maximum lawful rate. FileBank may apply payments to the oldest outstanding amounts. Client will reimburse reasonable collection costs, including attorneys' fees, incurred to collect past-due amounts.

4.3 Taxes

Fees exclude sales, use, excise, digital-service, value-added, and similar transaction taxes. Client will pay those taxes, except taxes based on FileBank's net income, property, or employees. If Client claims an exemption, it must provide a valid exemption certificate before invoicing.

4.4 Additional Operational Charges

Client will pay applicable charges for rush work, retrieval, permanent removal, re-boxing, inventory preparation, data export, media, shipping, transportation, dock use, hoisting, lowering, nonstandard access, waiting time, after-hours work, disposal, console removal, and other requested or reasonably necessary work at the rates in the Service Order or FileBank's then-current price schedule.

5. TERM, RENEWAL, SUSPENSION, AND TERMINATION

5.1 Agreement Term

This Agreement begins when Client first accepts it and continues while any Service Order remains in effect or FileBank possesses Records or Client property.

5.2 Recurring Services

Each Recurring Service begins on the start date and continues for the initial term stated in the applicable Service Order. If no initial term is stated, the initial term is 12 months beginning on the earlier of the Service start date or the first invoice for that Recurring Service. The Recurring Service then renews automatically for successive 12-month periods unless either party gives at least 30 days' written notice of non-renewal. A notice is sufficient if it reasonably identifies the affected account, location, or Service. Non-renewal is effective at the end of the then-current term.

5.3 Project Services

A project Service continues until completed, accepted, or terminated under its Service Order or this Agreement. A scheduled project may be subject to cancellation, wind-down, noncancelable commitment, and work-in-process charges.

5.4 Termination for Breach

Either party may terminate an affected Service Order for a material breach that remains uncured 30 days after written notice. FileBank may suspend or terminate Services immediately if Client's breach creates a material security, safety, legal, confidentiality, or third-party risk; if Client lacks authority over Records; or if continued performance may violate law. FileBank may suspend Services and access to Records if an undisputed amount remains unpaid 45 days after the invoice date. Charges continue during a suspension caused by Client.

5.5 Early Termination by Client

Client may request termination of a Recurring Service before the end of its term on at least 30 days' written notice. Unless a Service Order provides otherwise, Client remains responsible for: (a) recurring charges through the end of the then-current term; (b) noncancelable Provider and third-party commitments; (c) work performed and costs incurred; and (d) all retrieval, export, transportation, destruction, permanent-removal, and account-closing charges. FileBank may agree in writing to a different early-termination charge.

5.6 Effect of Expiration or Termination

Expiration or termination does not relieve either party of obligations accrued before the effective date. Sections that by their nature should survive will survive, including payment, ownership, confidentiality, privacy, declared value, indemnification, liability limitations, claims, dispute resolution, and exit obligations.

6. EXIT, RETURN, AND DISPOSITION OF RECORDS

6.1 Exit Instructions

A notice ending a Service involving Records must reasonably identify the affected Service, account, and locations and state whether Client requests return, delivery, transfer, export, destruction, or pickup. Client must provide complete delivery, export, access, and scheduling information.

6.2 Exit Statement and Verification

FileBank may provide an inventory, exit confirmation, estimate, or account-closing statement based on its business records. Client must identify specific discrepancies within 10 business days after receipt. At Client's request, FileBank will reasonably investigate a timely identified discrepancy and may offer remote verification or an on-site walkthrough. Verification, special reporting, and site visits are billable at the applicable rates and may require advance payment. FileBank's ordinary-course business records are presumptive evidence of stored quantities, Services, and equipment, subject to correction for demonstrated error. If Client does not identify a specific discrepancy within the 10-business-day review period, Client will be deemed to have accepted the exit confirmation for scheduling, disposition, and invoicing purposes.

6.3 Payment and Continued Charges

Storage, hosting, rental, subscription, and other recurring charges continue until all affected Records, data, and FileBank equipment have been returned, transferred, exported, destroyed, or removed and the Service is operationally closed. Before release, FileBank may require payment in cleared funds of all undisputed past-due amounts and reasonable estimated exit charges. FileBank will reconcile estimated and actual exit charges after completion.

6.4 Scheduling and Cooperation

Exit work is subject to reasonable scheduling, facility capacity, security procedures, Provider requirements, and payment of applicable charges. FileBank is not required to release Records contrary to law, legal process, a preservation obligation, or a bona fide dispute over authority.

6.5 Unclaimed Project Materials

Unless a Service Order states otherwise, FileBank may hold completed project materials and Original Media for 90 days after notice that they are available for return. If Client does not provide disposition instructions and pay applicable charges, FileBank may, after at least 30 additional days' written notice, return the materials at Client's expense or securely destroy or recycle them as appropriate and permitted by law.

7. STORAGE AND RECORDS MANAGEMENT SERVICES

The additional terms in **Schedule A** apply to physical records and asset storage, retrieval, delivery, transportation, and related records-management Services.

8. IMAGING, DIGITAL CONVERSION, AND MEDIA SERVICES

The additional terms in **Schedule B** apply to scanning, imaging, data capture, digital conversion, hosting or delivery of conversion output, and professional or managed conversion Services. The additional terms in **Schedule C** apply to film, video, audio, photographic, and other media digitization Services.

9. DESTRUCTION AND SHREDDING SERVICES

The additional terms in **Schedule D** apply to destruction of stored Records, on-site or off-site shredding, consoles, collection services, and destruction of physical media or assets.

10. SOFTWARE, HOSTING, AND THIRD-PARTY SERVICES

10.1 FileBank Systems

FileBank and its licensors retain all rights in FileBank software, portals, workflows, templates, documentation, know-how, processes, and other technology used to provide the Services. Subject to payment and the Contract Documents, FileBank grants Client a limited, nonexclusive, nontransferable right during the applicable Service term to use the provided access solely for Client's internal business purposes. Client will not reverse engineer, interfere with, circumvent security of, or permit unauthorized access to a FileBank system.

10.2 Third-Party Platforms

A third-party platform is also governed by the Provider's applicable license, acceptable-use terms, privacy terms, and service conditions presented to or identified for Client. The Provider terms govern platform functionality, uptime, support, data processing, and intellectual property; this Agreement governs FileBank's resale, billing, account administration, and related services. FileBank does not control and is not responsible for a Provider's changes, suspension, operation, security, support, availability, or technical results, except to the extent FileBank expressly assumes an obligation in a Service Order.

10.3 Accessibility on Demand™

If FileBank resells access to the Accessibility on Demand™ (“AoD”) platform, the AoD Provider's then-current SaaS license agreement identified in the applicable Service Order governs Client's platform access and use. FileBank acts only as reseller

and billing/account contact and does not own, operate, develop, support, or license AoD. Client must comply with the Provider terms. FileBank may suspend AoD access for nonpayment, breach of this Agreement or Provider terms, or loss of eligibility under Provider rules. FileBank's aggregate liability arising from its resale or account-administration role for AoD will not exceed the AoD fees paid to FileBank during the 12 months preceding the event giving rise to the claim.

10.4 Automated Tools and Artificial Intelligence

FileBank may use automated tools, including artificial intelligence, to perform, secure, or quality-check the Services. FileBank will not use Client Content to train any general-purpose, shared, or FileBank model; expose Client Content to another customer; or permit a third-party AI provider to retain Client Content for model training or its own purposes, unless Client expressly agrees in writing to the identified use and provider. Any approved provider permitted to process Client Content must be subject to confidentiality and security obligations appropriate to the information and Service. Unless a Service Order states otherwise, automated output may contain errors and is not a substitute for Client's required legal, compliance, accessibility, records-management, or professional review.

11. CONFIDENTIALITY

11.1 Definition

"Confidential Information" means nonpublic information disclosed by or on behalf of a party that reasonably should be understood as confidential, including Client Records and Client Content; personal information; pricing; security, audit, and compliance materials; business plans; technical information; software; processes; and Provider information. Confidential Information does not include information the receiving party can document: (a) is or becomes public without breach; (b) was lawfully known without restriction before receipt; (c) is received lawfully from a third party without confidentiality duty; or (d) is independently developed without use of the disclosing party's Confidential Information.

11.2 Use and Safeguards

The receiving party may use Confidential Information only to perform or receive the Services, administer the relationship, exercise rights, or comply with law. It may disclose Confidential Information only to personnel, professional advisers, affiliates, and Providers who need it for those purposes and are bound by appropriate confidentiality duties. Each party will use at least reasonable care to protect the other's Confidential Information. FileBank will maintain reasonable and appropriate administrative, technical, and physical safeguards for Client Confidential Information in FileBank's custody, considering the nature of the information and Services.

11.3 Required Disclosure

A receiving party may disclose Confidential Information as required by law, subpoena, court order, or governmental demand. To the extent lawful and reasonably practicable, it will give prompt notice and reasonable assistance to seek protective treatment. The requesting party will reimburse reasonable documented out-of-pocket compliance costs, unless the request resulted from the receiving party's breach or misconduct.

11.4 Return, Destruction, and Retention

Upon request or termination, each party will return or destroy the other's Confidential Information that it is not required to retain, subject to the applicable exit process, routine backup cycles, legal holds, and legal or professional retention requirements. Confidentiality obligations continue for so long as the applicable Confidential Information remains nonpublic; obligations for trade secrets and information protected by law continue for so long as the information remains protected.

12. PRIVACY AND INFORMATION SECURITY

12.1 Applicable Addenda

If FileBank processes protected health information as a business associate, the parties' applicable Business Associate Agreement controls that processing. If FileBank processes personal data requiring a data-processing agreement, the parties will enter into the applicable data-processing addendum. Client will notify FileBank before submitting data that requires either addendum. An addendum controls over this Agreement for its subject matter.

12.2 Security

FileBank will maintain a written information-security program with safeguards reasonably appropriate to the Services and the information FileBank is authorized to process. No system is completely secure, and FileBank does not warrant that a Service will be uninterrupted or immune from all unauthorized access.

12.3 Security Incidents

FileBank will notify Client without unreasonable delay after confirming unauthorized access to Client Content in FileBank's custody that requires notice under applicable law or an applicable addendum. Notice may be delayed as required by law enforcement or as reasonably necessary to investigate, contain, and remediate the incident. The applicable addendum controls any different incident requirements.

13. WARRANTIES AND DISCLAIMERS

13.1 Mutual Authority

Each party represents that it has authority to enter into this Agreement.

13.2 FileBank Service Warranty

FileBank warrants that it will perform the Services in a professional and workmanlike manner using commercially reasonable care. Client's exclusive remedy for breach of this warranty is re-performance of the materially nonconforming Service or, if FileBank determines re-performance is not commercially reasonable, refund of fees paid for the affected Service.

13.3 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN THE CONTRACT DOCUMENTS, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, FILEBANK DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. FILEBANK DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, PERFECT IMAGE OR DATA ACCURACY, COMPATIBILITY WITH UNSPECIFIED SYSTEMS, OR ANY PARTICULAR LEGAL, REGULATORY, ACCESSIBILITY, OR RECORDS-MANAGEMENT RESULT.

14. DECLARED VALUE, RISK OF LOSS, AND INSURANCE

14.1 Declared Value

Unless FileBank accepts a higher value in writing and Client pays the applicable additional charge, Client declares the maximum value of Records to be: (a) \$1.00 per box, carton, linear foot of open-shelf files, or other physical storage unit; (b) \$1.00 per gigabyte of digital Records; and (c) for tapes, cartridges, cassettes, drives, and other nonpaper media, the reasonable cost of replacing the blank physical medium. Declared value allocates risk, is not insurance, and excludes the informational, evidentiary, sentimental, historical, restoration, reconstruction, recreation, and business-interruption value of Records.

14.2 Physical Loss or Damage

FileBank is liable for direct loss of, destruction of, corruption of, or physical damage to Records, including Digital Files and other electronic Records, only to the extent caused by FileBank's failure to exercise the care a reasonably careful records custodian would exercise under similar circumstances. For such a claim, FileBank's maximum liability is the applicable declared value. FileBank is not liable for inherent vice, concealed defect, gradual deterioration, ordinary wear from authorized processing, pre-existing condition, vermin not caused by a failure of reasonable care, or events beyond FileBank's reasonable control.

14.3 No Insurance; Client Coverage

FileBank does not insure Records. Client is responsible for maintaining property, media, cyber, business-interruption, and other insurance it considers appropriate. To the extent commercially available, Client will cause its property insurers covering Records to waive subrogation against FileBank except to the extent a waiver is prohibited by law.

15. INDEMNIFICATION

15.1 Client Indemnity

Client will defend, indemnify, and hold harmless FileBank, its affiliates, and their officers, directors, and personnel from third-party claims, fines, penalties, damages, and reasonable legal fees arising from: (a) Client's lack of ownership, authority, permission, or legal right regarding Records or Client Content; (b) Client's unlawful or erroneous storage, processing, disclosure, retention, return, or destruction instruction; (c) Prohibited Material or Client's breach of Section 3.5; (d) infringement or violation of third-party rights by Records, Client Content, or Client's instructions; or (e) Client's negligence or willful misconduct. This indemnity does not apply to the extent the claim was caused by FileBank's negligence, willful misconduct, or breach of this Agreement.

15.2 Mutual Property and Injury Indemnity

Each party will defend, indemnify, and hold harmless the other party and its affiliates and personnel from third-party claims for bodily injury, death, or damage to tangible property other than Records, to the extent caused by the indemnifying party's negligence or willful misconduct.

15.3 Procedure

The indemnified party will promptly notify the indemnifying party, provide reasonable cooperation at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement. Delay in notice relieves obligations only to the extent materially prejudicial. The indemnifying party may not settle a claim in a manner that admits fault by, imposes nonmonetary obligations on, or fails to release the indemnified party without written consent, not to be unreasonably withheld.

16. LIMITATION OF LIABILITY AND CLAIMS

16.1 Notice of Records Claims

Client must give FileBank written notice of any loss of, damage to, destruction of, or corruption of Records within 30 days after the earliest of redelivery, FileBank's notice of the issue, or Client's actual discovery of the issue. The notice must reasonably describe the affected Records and claimed loss. This requirement applies only to the extent permitted by law and does not apply before the issue reasonably could have been discovered.

16.2 Imaging and Conversion Claims

For defects in imaging or document conversion output, FileBank's aggregate liability is limited to re-performance or refund under Section 13.2 and, in all events, will not exceed the lesser of: (a) \$0.10 per directly affected image; or (b) fees paid for the specific imaging or conversion Services giving rise to the claim. This subsection does not govern direct physical loss of Original Media, which is governed by Section 14 and Schedule C.

16.3 General Liability Cap

Except for claims subject to Sections 10.3, 14, or 16.2, FileBank's total aggregate liability arising from or relating to an event or series of related events will not exceed the fees Client paid to FileBank for the affected Service during the six months immediately preceding the first event giving rise to the claim. If the affected Service had been provided for less than six months, the cap is the fees paid for that Service during the period provided.

16.4 Excluded Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, SAVINGS, GOODWILL, USE, OPPORTUNITY, OR BUSINESS INTERRUPTION, ARISING FROM OR RELATING TO THE AGREEMENT OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY. FILEBANK WILL NOT BE LIABLE FOR COSTS TO RECREATE, RECONSTRUCT, RESTORE, OR REPLACE INFORMATION OR CONTENT EXCEPT TO THE EXTENT EXPRESSLY INCLUDED IN A SERVICE ORDER.

16.5 Scope and No Stacking

The limitations in this Agreement apply regardless of the form of action and reflect the fees and risk allocation agreed by the parties. More than one claim, claimant, Service, theory, or remedy arising from the same event does not increase or stack the applicable cap. If more than one cap could apply, the most specific cap applies. Nothing limits Client's payment obligations or either party's liability to the extent a limitation is prohibited by law.

16.6 Time to Bring Claims

Except for FileBank's claim for amounts due, no action arising from the Agreement or Services may be commenced more than one year after the cause of action accrued, to the extent permitted by law.

17. DEFAULT AND REMEDIES

17.1 FileBank Remedies

In addition to other remedies, FileBank may suspend Services, withhold nonessential releases or deliverables, require advance payment, or terminate affected Services as provided in Section 5. If Client's undisputed payment obligations remain unpaid for 90 days after the applicable due date, FileBank may treat unclaimed Records as abandoned for contractual purposes and, to the extent permitted by law, return or securely destroy them at Client's expense after at least 30 days' final written notice stating the intended action. FileBank will not sell Records containing confidential information where sale would create an unreasonable disclosure risk.

17.2 Cumulative Remedies

Remedies are cumulative. FileBank's exercise of a remedy does not waive payment, exit charges, storage charges accruing until disposition, or other rights. FileBank will exercise remedies involving Records subject to applicable law, legal process, and any agreed preservation obligation.

18. DISPUTE RESOLUTION

18.1 Good-Faith Negotiation

Before commencing arbitration, a party will give written notice describing the dispute. Authorized representatives will use good-faith efforts to resolve it for at least 15 days. This requirement does not prevent urgent provisional relief or suspension permitted by this Agreement.

18.2 Binding Individual Arbitration

Except for a collection action by FileBank for undisputed amounts due and requests for provisional or injunctive relief, any dispute arising from or relating to the Agreement or Services, including formation, breach, termination, interpretation, enforceability, or scope of this arbitration provision, will be finally resolved by binding arbitration before one arbitrator in New Jersey. JAMS will administer the arbitration under its Comprehensive Arbitration Rules and Procedures, including the Expedited Procedures where applicable. The Federal Arbitration Act governs this Section.

THE PARTIES WILL ARBITRATE ONLY ON AN INDIVIDUAL BASIS. CLASS, COLLECTIVE, CONSOLIDATED, AND REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. The arbitrator may award relief available under applicable law but may not rewrite the Contract Documents. Judgment on an award may be entered in a court specified in Section 18.3 or, where necessary to recognize or enforce the judgment or award, another court of competent jurisdiction.

18.3 Courts and Venue

The Superior Court of New Jersey, Passaic County, and the United States District Court for the District of New Jersey have exclusive jurisdiction over collection actions excluded from arbitration, provisional relief in aid of arbitration, proceedings to compel arbitration, and proceedings to confirm, modify, or vacate an award. Each party consents to personal jurisdiction and waives objections based on inconvenient forum. Either party may seek recognition or enforcement of a judgment or award in another court of competent jurisdiction where necessary.

18.4 Governing Law

New Jersey law governs the Agreement, without regard to conflict-of-law rules, except that the Federal Arbitration Act governs arbitration.

19. FORCE MAJEURE

Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, fire, flood, epidemic, pandemic, war, terrorism, civil disorder, government action, utility or telecommunications failure, cyberattack not caused by failure to maintain required safeguards, labor disruption, transportation interruption, unusual traffic delay, or Provider failure. The affected party will use commercially reasonable efforts to mitigate the effect. Force majeure does not excuse Client's obligation to pay for Services already performed or continuing custody and storage.

20. NOTICES

Formal notices of breach, non-renewal, termination, indemnity claims, physical-loss claims, abandonment or intended destruction, and disputes must be in writing. Notice to Client must be sent to its address or legal-notice email in the applicable Service Order or, if none, its most recent billing address or designated administrative email. Notice to FileBank must be sent to:

FileBank, Inc.

23 Thornton Road

Oakland, New Jersey 07436

Attention: Legal Department

A party may designate an additional legal-notice email or replacement address by notice under this Section. Notice may be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail, or email to a designated legal-notice email. Notice is effective upon personal delivery; documented delivery by courier; three business days after mailing; or, for email, when sent without an automated failure notice, provided that an email notice of termination, non-renewal, indemnity claim, physical-loss claim, or intended destruction is also sent by one other permitted method within two business days. Routine service requests and operational communications may use the parties' ordinary channels.

21. CHANGES TO TERMS

FileBank may update this Agreement prospectively by giving at least 30 days' notice and identifying the effective date and location of the revised terms. A material change applies to an existing fixed-term Recurring Service at its next renewal unless earlier application is required by law, reasonably necessary for security, or accepted by Client. Changes may apply immediately to new Service Orders and month-to-month Services after the notice period. No update retroactively reduces accrued rights or increases charges already incurred.

22. GENERAL TERMS

22.1 Assignment and Transfer of Custody

Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld. Either party may assign it without consent to an affiliate or in connection with a merger, reorganization, sale of substantially all relevant assets, or change of control, provided the assignee assumes the assigning party's obligations. FileBank may transfer custody of Records to an affiliate or qualified successor or subcontractor in connection with the Services, subject to this Agreement and reasonable notice where the transfer materially changes the custodial arrangement.

22.2 Entire Agreement

The Contract Documents are the entire agreement regarding their subject matter and supersede prior or contemporaneous proposals, discussions, and agreements concerning that subject matter. Amendments must be in a writing or electronic record accepted by authorized representatives, except for updates under Section 21.

22.3 No Third-Party Beneficiaries

There are no third-party beneficiaries, except indemnified parties under Section 15.

22.4 Waiver; Severability

A waiver must be in writing and signed by the waiving party's authorized representative. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be limited to the minimum extent necessary, and the remainder will remain effective.

22.5 Electronic Records; Counterparts

Service Orders and amendments may be accepted electronically and in counterparts. Electronic signatures and records have the same effect as originals.

22.6 Interpretation

Headings are for convenience. "Including" means "including without limitation." The singular includes the plural and vice versa. References to "written" or "in writing" include electronic records where permitted. The Contract Documents will be interpreted fairly and not against either party as drafter.

SCHEDULE A

PHYSICAL RECORDS AND ASSET STORAGE SERVICES

A.1 Scope

This Schedule applies to receipt, inventorying, storage, retrieval, refiling, delivery, permanent removal, transportation, and related management of physical Records and assets.

A.2 Unit-Level Custody

Unless a Service Order states otherwise, FileBank inventories and controls Records at the box, carton, container, linear-foot, pallet, media-unit, or other agreed storage-unit level. FileBank does not verify the contents of sealed containers or the accuracy of Client's content descriptions. FileBank may assign and change storage locations within its controlled facilities without notice if security and service levels are not materially reduced.

A.3 Intake and Suitable Containers

Client will deliver Records in containers suitable for handling and rack storage. FileBank may re-box unsuitable containers and charge for labor and materials. FileBank may apply barcodes or other identifiers and create ordinary-course chain-of-custody records.

A.4 Retrieval, Delivery, and Refiling

FileBank will process authorized requests under the applicable service level and rate. Rush, after-hours, special-handling, research, waiting-time, and nonstandard delivery requests incur additional charges. If Client requests return of a file or item rather than its full storage unit, Client is responsible for identifying it with sufficient accuracy. Client will promptly return temporarily retrieved Records if continued storage or refiling is requested.

A.5 Transportation

FileBank's declared-value and liability terms apply while FileBank transports Records. If Client or FileBank uses an independent common carrier, the carrier's terms and liability govern while the Records are in that carrier's possession, except to the extent FileBank caused the loss through negligent carrier selection or instructions. Client is responsible for protective packaging and insurance for Client-arranged shipment.

A.6 Permanent Removal

Permanent removal requires an authorized request and is subject to retrieval, preparation, inventory, dock, transportation, data, and permanent-removal charges. Storage charges continue until the Records leave FileBank's custody or are destroyed. FileBank may require reasonable scheduling and advance payment of estimated charges.

A.7 Retention Schedules

FileBank does not determine Client's legal retention requirements. If FileBank administers a Client-approved retention schedule, Client remains responsible for the schedule's legality, accuracy, holds, exceptions, and updates. FileBank may rely on the current approved schedule and Authorized User instructions.

SCHEDULE B

IMAGING, DIGITAL CONVERSION, AND PROFESSIONAL SERVICES

B.1 Scope and Specifications

FileBank will perform scanning, imaging, indexing, optical character recognition, data capture, digital conversion, hosting, export, and related managed or professional Services stated in a Service Order. The Service Order must identify, to the extent applicable, source materials, preparation, output format, resolution, indexing, quality-control sampling, delivery, acceptance criteria, and retention period. If an item is not specified, FileBank's then-current standard production practices and this Schedule govern.

B.2 Preparation and Ordinary Wear

Authorized preparation may include removing staples, clips, binders, fasteners, folds, and other impediments and feeding documents through automated equipment. FileBank is not liable for minor wear or damage ordinarily resulting from authorized preparation or scanning when performed with reasonable care. Fragile, bound, oversized, damaged, or unusual materials may require special handling and additional charges.

B.3 Accuracy and Quality Control

Unless a Service Order states a different standard, FileBank will use commercially reasonable production and quality-control methods, but does not warrant perfect image quality, optical-character-recognition accuracy, indexing, handwriting interpretation, or source completeness. Client must review output under Section 2.3 before relying on it for disposal, compliance, litigation, accessibility, or other material decisions.

B.4 Temporary Hosting and Scan on Demand

Unless a Service Order states otherwise, FileBank may delete project Digital Files 90 days after making them available. Scan-on-demand files may be deleted 30 days after posting or at the end of the posting month, whichever occurs first. Files designated for an active paid archive remain available under that archive's terms. Client is responsible for timely download and independent backup.

B.5 Client Systems

Client is responsible for its systems, connectivity, software, credentials, and compatibility with delivered formats. FileBank is not liable for loss caused by Client's installation, configuration, or use of software or by systems outside FileBank's control.

SCHEDULE C

MEDIA DIGITIZATION SERVICES

C.1 Scope

This Schedule applies to transfer, conversion, encoding, restoration, hosting, storage, and related processing of Original Media and Client Content. Enhanced restoration, stabilization, color correction, audio cleanup, editing, authoring, and custom work are included only if stated in a Service Order.

C.2 Estimates and Media Condition

Quotes and turnaround estimates depend on format, quantity, run time, condition, order volume, and requested work. Legacy media may be fragile, degraded, incomplete, mold-affected, obsolete, or improperly stored and may be damaged during handling, cleaning, playback, or processing despite reasonable care. FileBank is not liable for damage attributable to pre-existing condition, inherent deterioration, or ordinary risks of authorized processing.

C.3 Rights and Content

Client represents that it has all rights and permissions needed to submit, reproduce, digitize, store, and receive Original Media and Client Content. Client will not submit illegal content or content whose processing would violate third-party rights or expose FileBank to liability. FileBank may refuse, return, preserve, or report content as required or permitted by law.

C.4 Ownership and Use

As between the parties, Client retains ownership of Original Media, Client Content, and Client-specific Digital Files. FileBank may use them only to perform the Services, comply with law, or as Client otherwise expressly authorizes in writing. FileBank will not use Client Content in advertising, portfolios, or promotions without Client's specific written consent.

C.5 Delivery and Compatibility

FileBank will deliver Digital Files in the format, resolution, and method stated in the Service Order. FileBank does not guarantee compatibility with unspecified devices, software, codecs, or platforms. Client must promptly test delivered files and maintain independent backups.

C.6 Original Media Liability

Original Media may be irreplaceable and may have sentimental or historical value exceeding replacement cost. Liability for loss of or damage to Original Media is limited to the declared value under Section 14. FileBank is not liable for lost sentimental or historical value or for restoration or reconstruction costs.

SCHEDULE D

SECURE DESTRUCTION AND SHREDDING SERVICES

D.1 Destruction Authorization

FileBank will destroy stored Records only under an instruction from an Authorized User, an approved retention schedule, a standing disposition instruction, or another written or electronic authorization reasonably attributable to Client. Client is responsible for suspending destruction subject to a legal hold or other retention requirement. Authorization becomes irrevocable when FileBank begins operational processing, consolidation, transportation for destruction, or destruction of the affected material.

D.2 Methods and Providers

FileBank may perform destruction on-site or off-site and may use qualified Providers. FileBank will use a commercially reasonable method appropriate to the material and the Service Order. Unless the Service Order requires witnessed or item-level destruction, FileBank may consolidate material before destruction and is not required to inventory individual documents or items.

D.3 Consoles and Collection Services

Consoles and related equipment remain FileBank property. Client will use each Console only for the approved material, keep it reasonably secure and accessible for scheduled service, and not move, alter, encumber, or permit a lien on it. Ordinary staples and small paper clips are permitted in paper consoles; other materials require FileBank approval. Client is responsible for loss of or damage to equipment beyond ordinary wear and for damage caused by prohibited contents. Console removal and unscheduled service are charged at the applicable rate.

D.4 Client Responsibility for Submitted Material

Client controls what is placed in a Console or tendered for destruction and represents that it has authority to destroy it. Client must not submit hazardous materials, batteries, pressurized containers, liquids, medical waste, weapons, or other unapproved items. Client will immediately notify FileBank if it believes material was submitted in error; FileBank will use reasonable efforts to locate it but cannot guarantee recovery after collection or processing begins.

D.5 Certificate of Destruction

At Client's request, FileBank will provide its standard certificate of destruction. The certificate confirms completion under FileBank's ordinary process for the identified service event or batch; it does not certify the presence or destruction of each individual document unless the Service Order expressly requires item-level verification.

D.6 Indemnity for Client Instructions

Client's indemnity under Section 15 applies to claims arising from Client's lack of authority, unlawful retention schedule, erroneous destruction instruction, or unapproved material. It does not apply to the extent a claim was caused by FileBank's failure to follow a valid instruction or its negligence or willful misconduct.

END OF AGREEMENT