





Information Systems Sciences

## ISS Information Storage Vault

1. **Deposits:** No deposits will be accepted unless accompanied by the Records Center transmittal form or mutually agreed upon substitute. Deposits and/or information contained in deposits shall be released only to depositor unless otherwise directed in writing either inside or outside our online system.
2. **Duration:** This agreement shall automatically be renewed for successive terms, unless either party shall cancel it by giving the other written notice of its election to cancel, at least 90 days prior to the expiration of the existing term.
3. **Rules:** a) Depositor agrees to comply with the standard operating procedures of the company. b) Depositor agrees not to store narcotics, explosives, or other hazardous or illegal materials.
4. **Destruction of Useless Records:** Upon written instructions from the depositor or authorized representative, records center will provide certified destruction of deposits. The depositor releases the company from all liability by reason of destruction of authorized deposits.
5. **Limitation of Liability:** Depositor's records are not insured by company nor by Southeast Service Cooperative (SSC) for the benefit of depositor or any person that may have an interest in such property. Company and SSC assume no liability for loss or injury to depositor's records and depositor's records are stored at depositor's risk of loss or damage unless such damage or loss is caused by company's failure to exercise the degree of care required by law. If company's failure to exercise the degree of care required by law causes loss or damage to depositor's records, or any consequential or incidental loss, company's liability for all loss and damage whatsoever shall be limited to \$1.00 per container, depositor's declared value set forth in paragraph 5. By written agreement, company's liability for loss or damage to depositor's records may be increased, in which event the storage charge will be increased commensurate with the increased liability. Depositor waives and releases any claim against company and SSC on account of loss or damage to any items not listed as depositor's records on the deposit receipt, whether such loss or damage was due or claimed to be due to company's negligence or the negligence of its officers, agents or employees.
6. **Non-Payment:** a) if depositor fails to pay charges of records center for a period of 30 days after invoice, depositor agrees to pay a late charge of 1.5% per month. Records center may suspend all services and refuse access to any depositor for any accounts unpaid for 60 days. b) If depositor fails to pay charges for 120 days, the company may, at its option, after giving notice by registered mail, either destroy the deposits, or return them to depositor contingent upon payment of all outstanding charges including removal; all without liability of records center to the depositor. c) Company claims a lien against depositor's records for all charges and for expenses necessary for preservation of the deposits or reasonably incurred in their disposal. Company may enforce its lien in any manner provided by law.
7. **Indemnification:** The depositor agrees to fully indemnify and hold harmless the company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that the company may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its relations with the depositor or third parties pursuant to this agreement.
8. **Acceptance:** In the absence of an executed agreement, the act of tendering deposits for storage and/or other services performed by Company, constitutes acceptance by depositor to the terms and conditions of this agreement.
9. **Access to Stored Materials:** a) Stored material and information contained in said stored material shall be delivered only to depositor's authorized representative. Depositor 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 in person, by telephone, or in writing. b) When stored materials are ordered out, a reasonable time shall be given to the 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, lockout, riots and civil commotions, dangerous weather/driving/delivery conditions, or other reason beyond the company's control or because of loss or destruction of goods for which the company is not liable, or because of any other excuse provided by law, the company shall not be liable for failure to carry out such instructions or services. c) The company reserves the right to deny access to or delivery of the stored materials until such time as depositor shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of the company which pertain to the performance of the provisions of the agreement. c) Continuous availability of the online system is not guaranteed.