

**STANDARD TERMS AND CONDITIONS**  
**AMERICAN SCANNING AND STORAGE, LLC**  
**VERSION 1 FOR AN ADP CUSTOMER**

American Scanning and Storage, Inc. ("Service Provider"), a Florida Corporation, provides services to users aiding them in the scanning, storage and retrieval of documents and as the user named on the Service Agreement and Authorization for Payment ("User"), wishes to use the services of Service Provider, and Service Provider wanting to render such services; (collectively herein the "Parties") the Parties hereby agree that all services rendered by Service Provider and used by User, shall be governed by the following standard terms and conditions ("Agreement").

**1. DUTIES AND SERVICES**

1.1. Scope of Services: Service Provider agrees to render the following services:

- 1.1.1 Provide scanning of User's documents in accordance with the fee schedule on Schedule A.
- 1.1.2 Provide pickup of User's documents, and return if requested, in accordance with the fee schedule on Schedule A.
- 1.1.3 Service Provider to scan documents to User's ADP DMS system to the DSDA application to specific cabinet via User's granted VPN access.

**2.0 STANDARD OF PERFORMANCE**

2.1. In the performance of this Service Agreement, Service Provider warrants that it is reasonably knowledgeable in document management services, and that services performed by Service Provider under this Service Agreement will be performed in compliance with such standards as may reasonably be expected from a firm in the document management field.

**3.0 FEES FOR SERVICE**

3.1. User agrees to pay Service Provider for Services in accordance with the schedule below:

- 3.1.1. Scanning and Storage Processing Fee: The fee is only charged to User when the User, at the behest of User, requests that documents be picked up or shipped and scanned. The fees charged by Service Provider will be in accordance with Schedule A.
- 3.1.2. Other Services: In the event User requires additional services not described herein, a value for said services will be negotiated between User and Service Provider, and the Service agreement shall be amended to reflect the desired addition and/or changes.
- 3.1.3. One time Setup Fee and Terms: Upon receipt of this application and your completed documents a onetime Setup Fee of \$2,500.00 will be billed to User.
- 3.1.4. Monthly Fee and Terms: Monthly fee as per Exhibit "A" attached.

#### **4.0 INCREASES IN PRICING OF SERVICE**

- 4.1. Service Provider reserves the right, after providing User with 30 days written/electronic notice prior to the renewal date, to increase the cost of the Services upon renewal of the Service Agreement. The increase in price may include but will not necessarily be limited to the cost of technology, inflation or any direct or indirect cost related to the business.
- 4.2. In the event that the User marks up the cost of the service provided by the Service Provider, User agrees that the pricing increase will be made at the discretion of the User and that Service Provider advised User of seeking legal counsel prior to making said decision. Notwithstanding the foregoing, Service Provider makes no representation regarding User's right to mark up and profit from the service provided by the Service Provider.

#### **5.0 PAYMENT**

- 5.1. User and its agent or agents will be joint severally liable for all invoices and amounts owed to service provider herein. User shall pay Service Provider the fees specified under the Service Agreement and Service Orders per billing cycle at Service Providers sole discretion. If payments are not made in a timely manner, Service Provider, at its sole discretion, may exercise all available remedies against User, including but not limited to, termination of this Agreement, termination of User's access to Service Providers website and services, and/or removal of all information from the Service Providers Website.
- 5.2. Yearly Maintenance Fee: N/A
- 5.3. Late payments / Non-Sufficient Funds Service Provider has the option of terminating access to the Service Provider systems at any time until balance is paid in full. After 5 days of non-payment, User will be subject to: (i) a 1.5% charge per bill not paid and as further compensation for costs incurred by Service Provider, (ii) interest equal to the greater of eighteen (18%) percent per annum or the highest interest rate permitted by applicable law calculated on all sums that are past due hereunder.

#### **6.0 SYSTEM REQUIREMENTS**

- 6.1. Since you will be accessing your documents via your ADP DMS, no additional set ups are required.

#### **7.0 DATA CORRECTION**

- 7.1. In order to keep accurate records, please notify service provider with any of the following changes in your business;
  - a. IT Personnel changes
  - b. User's Physical Address
  - c. Main contact name, number, fax and email
- 7.2. Any other change, alteration, modification, and/or amendment to Service Agreement by either party not specifically listed in Section 3 is to be governed by Section 19.2 and/or 19.13

## **8.0 DISCLAIMER**

- 8.1. Due to the complexity and continuous modification of State and/or Federal laws Service Provider, its employees, officers and/or agencies expressly deny any warranty of accuracy, reliability or timeliness of any information published by Service Provider, and Service Provider shall not be held liable for any damages or losses caused by reliance upon the accuracy, reliability or timeliness of such information.
- 8.2. Service Provider is not liable for any legal documentation that is incorrectly or improperly filled out or service charges and/or fees that may result from such actions.
- 8.3. Service Provider does not provide the following capabilities:
  1. Redaction – Electronic masking of data
  2. OCR – Optical Character Recognition
  3. GUI – Graphical User Interface
  4. Versioning – Creating a new version of the scanned document without changing the original scanned document

## **9.0 CONFIDENTIAL INFORMATION**

- 9.1. The Parties agree to hold in trust for each other, and shall not disclose to any non-party to the Service Agreement, any confidential information of the other Party. Confidential information is information of a Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems, design, and programming. Service Provider hereby acknowledges that during the performance of this Service Agreement, the Service Provider may learn or receive confidential User information, and therefore Service Provider hereby confirms that all such information relating to the Users' business will be kept confidential by the Service Provider, except to the extent that such information is required to be divulged to the Service Provider's clerical or support staff and/or associates in order to enable Service Provider to perform Service Provider's obligation. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations. User is responsible for maintaining the confidentiality of User's password and account information. In the event User needs its password changed, it is Users sole obligation to notify Service Provider immediately of such need. Furthermore, User agrees that Service Provider may access User's account including its content for maintenance and/or to respond to service or technical issues. Again, these individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.
- 9.2. Confidentiality of Nonpublic Personal Information. Each party hereto agrees to comply with all privacy and data protection laws, rules and regulations, as applicable now or in the future. Without limiting the generality of the preceding sentence, in the course of performing this Service Agreement, User and Service Provider may disclose to each other or may receive information that meets the definition of "nonpublic personal information" ("Nonpublic Personal Information") in the regulations promulgated under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. 6801 to 6809, ("GLB Act Privacy Regulations"). The parties agree that they will NOT use or disclose such Nonpublic Personal Information to any nonaffiliated third party except: (1) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information is disclosed to such party under an exception to the GLB Act Privacy

Regulations; (2) to the extent necessary to carry out the purpose or purposes for which such information is disclosed; (3) as permitted by applicable law and this Service Agreement; or (4) as provided for elsewhere in this agreement (sections 10 & 15). The parties further agree that any affiliate of either party shall use and disclose Nonpublic Personal Information to any nonaffiliated third party only to the extent that the recipient of such information may use and disclose such information. Each party shall comply in all respects with all applicable requirements of Title V of the Gramm-Leach-Bliley Act of 1999 and its implementing regulations. The obligations under this Section 9.0 shall survive the termination of this Service Agreement. In the event that either party to this agreement reasonably suspects that Nonpublic Personal Information disclosed to it by the other party has been or may have been subject to unauthorized internal or external access, or unauthorized use or disclosure, it shall immediately notify its counterpart to the agreement of the compromise and/or possible compromise and list in detail the information at issue.

## **10.0 NON-DISCLOSURE, DATA OWNERSHIP, AND PRIVACY**

- 10.1. Any confidential information and proprietary data provided by one party, including the Vehicle and owner information, and the pricing of the Vehicle, set forth in the Service Order, shall be deemed "Confidential Information" of the disclosing party. Confidential Information shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Service Provider reserves the right to release, and/or disclose confidential information to respond to legal requirements, enforce our policies, or protect anyone's rights, property, or safety.

We may also share user confidential information with:

- (a) Service providers under contract who help with our business operations; (They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.)
- (b) Members of our corporate family to help detect and prevent potentially illegal acts and provide joint services;
- (c) Law enforcement or other governmental officials, in response to a verified request relating to a criminal investigation or alleged illegal activity; (d) other business entities, should we plan to merge with, or be acquired by that business entity. Should such a combination occur, we will require that the new combined entity follow this agreement with respect to user confidential information.

Without limiting the above, in an effort to respect confidential information and proprietary data, we will not otherwise disclose confidential information to law enforcement, other government officials without a subpoena, court order or substantially similar legal procedure, except when we believe in good faith that the disclosure of information is necessary to prevent imminent physical harm or financial loss or to report suspected illegal activity. Further, neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

## 11. SOFTWARE

Applicable when User uses our web based system Alfresco.

User's use of any software associated with Service Provider's Web Sites will be governed by the terms and conditions of the end user license agreement ("EULA") accompanying such software. If User receives any software that is not accompanied by a EULA, then Service Provider grants to User a non-exclusive, revocable, personal, non-transferable license to use such software solely in connection with the Service Provider's Web Sites and in accordance with this Agreement for the limited purpose of accessing said Web Sites to aid in the calculation of vehicle title and registration fees and services. Service Provider reserves all rights to such software not expressly granted to user in this Agreement. Such software is protected by copyright and other intellectual property laws and treaties. Service Provider solely owns the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold. User shall not disassemble, decompile, or reverse engineer, such software, except and only to the extent that such activity is expressly permitted by applicable law. Service Provider may automatically check user version of such software and may automatically download upgrades to such software to Users computer to update, enhance and further develop the Service Provider's Web Sites.

## 12.0 SECURITY POLICY

Applicable when User uses our web based system Alfresco.

- 12.1. Service Provider uses reasonable measures to protect personal/confidential information, and utilizes advanced technology for Internet security to protect said sensitive information online. Service Provider's site is protected by Secure Socket Layer (SSL) encryption technology, which protects the information by using both server authentication and data encryption, ensuring that User data is safe, secure, and available only to registered Users in User's organization. As a pro-active security measure, Service Provider strongly recommends to User only permanent employees of User have access to the on-line system. Temporary staff members should be limited or denied access of the system for Users security purposes. Service Provider records the IP address, "User Name" and "Password" when User logs on to Service Providers website, which allows Service Provider to monitor operations of the system and provide reasonable security against unauthorized access. In the event that User has any concerns about the security of their account, they should contact Service Provider immediately so the proper action(s) to change, modify and/or further secure the account can be taken immediately.
- 12.2. Security of Non-public Personal Information. Each party shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the Nonpublic Personal Information received from the disclosing party to: 1) ensure the security and confidentiality of such information; 2) protect against anticipated threats or hazards to the security or integrity of such information; and 3) protect against unauthorized access or use of such information that could result in material harm or inconvenience to the consumer, including, without limitation, maintaining appropriate safeguards to restrict access to Nonpublic Personal Information to those employees and/or agents of the receiving party who need such information to carry out the purpose or purposes for which such information was disclosed. Each party shall comply in all respects with all applicable requirements of Title V of the Gramm-Leach-Bliley Act of 1999 and its implementing regulations. The obligations under this section shall survive the

termination of this Service Agreement. In the event that Service Provider reasonably suspects that Nonpublic Personal Information disclosed to it by User has been or may have been subject to unauthorized internal or external access, or unauthorized use or disclosure, it shall immediately notify User.

### **13.0 WARRANTIES**

- 13.1. Warranty of Intellectual Property. Service Provider represents and warrants that (i) it is the owner and/or valid licensee of the Services and/or rights in the Services to be provided hereunder, and in the web based system and/or any other version of it, including all intellectual property rights therein under patent, copyright, trademark and other applicable law; and (ii) it has the full and sufficient right, power and authority to offer and sell services to User.
- 13.2. Representations, Warranties, and Indemnification. User is solely responsible for any legal liability arising out of or relating to lost, stolen, or misappropriated non-public information. User represents and warrants that: User indemnifies and agrees to hold harmless and defend Service Provider and its employees, officers, directors, shareholders, contractors and agents from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses, arising out of or related to User's breach (or with regard to the defense thereof, alleged breach) of this Agreement or any of the representations and warranties contained herein, including without limitation any liability, loss, damages, claims, or causes of action arising from an Indemnified Violation. User agrees to place Service Provider as an additional insured on any policy issued to User pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph. User and the persons signing for User below represent and warrant that the persons signing for User below have the right and power to enter into this Agreement.
- 13.3. LIMITATIONS ON DAMAGES AND WARRANTIES: IN THE EVENT OF A BREACH OF ANY OF THE TERMS OF THIS AGREEMENT BY SERVICE PROVIDER, THE SOLE AND EXCLUSIVE REMEDY OF USER AND ALL AGENTS SHALL BE RECOVERY OF DAMAGES NOT TO EXCEED THE AMOUNT PAID BY USER FOR THE SERVICES IN CONNECTION WITH WHICH THE BREACH OCCURRED. SERVICE PROVIDER SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY AND ALL CLAIMS IN THIS RESPECT ARE EXPRESSLY WAIVED. SERVICE PROVIDER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER. USER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. Unfortunately, computers need routine maintenance and sometimes break down; Service Provider cannot control the timing or volume of attempts to access the Service Provider's Web Site server. As a result, Service Provider does not guarantee that User or any third parties will be able to access Service Provider's Web Site at any particular time. Service Provider services are provided on an "as-is, as-available" basis.

### **14.0 INDEMNIFICATION**

- 14.1. The parties shall at all times indemnify and hold each other harmless from and against any and all third party liabilities, obligations, claims, damages, fines, penalties, interest, taxes, causes of action, costs and expenses, including, without limitation, reasonable fees and disbursements of counsel (collectively, "Claims"), imposed upon or asserted against or incurred by a party, arising out of or in connection with the breach of any representation, warranties or obligations set forth in this Agreement by a respective party. This Paragraph shall survive the expiration or termination of this Agreement.

#### **15.0 LIMITATION OF LIABILITY**

- 15.1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES BASED UPON ANY THEORY. Any cause of action arising from or in connection with this agreement shall be asserted within one (1) year of the date upon which cause of action accrued, or upon the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. With the exception of the provisions set forth in Sections 13 & 16.2, the aggregate liability of the parties to one another shall not exceed the amount of fees paid by User under this agreement.

#### **16. CHANGES TO THE SERVICE PROVIDER'S WEB SITES; ADDITIONAL LIABILITY LIMITATION**

N/A

#### **17.0 TERMINATION**

- 17.1. Termination not for Cause. In the event that the User chooses to cancel the Service Agreement, the User has the option to do so upon (30) days notice to Service Provider. However, Service Provider will not refund the Setup Fee and all invoices due and owing as of date of termination will become due immediately.
- 17.2. Termination of Service Agreement for breach. In the event that either of the parties breaches any provision of this agreement, the non-breaching party may terminate this Agreement in its sole discretion upon three (3) business day's written Notice to the other party.

#### **18.0 ENFORCEMENT**

- 18.1. Governing Law and Jurisdiction: This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree that exclusive jurisdiction for any disputes arising between the parties to this Agreement shall be brought in the federal and state courts within the State of Florida and both parties waive any defense of personal jurisdiction in those courts except as specified in section 16.0, Arbitration in Florida.
- 18.2. Attorneys Fees and Costs: The parties shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorney's fees and costs in connection with enforcement of this agreement, and such fees shall be awarded to the prevailing party. Invalidation of any one of the covenants or terms of this Agreement, by judgment of a court, shall not affect any of the other provisions of this Agreement which shall remain in full force and effect.

## 19.0 **RULES OF CONSTRUCTION**

- 19.1. **Rule of Construction:** The preparation of this Agreement has been a joint effort of the parties, and each of the parties has participated fully in the negotiation and preparation hereof. Therefore, any rule of judicial construction that an agreement is to be construed more strictly against one of the parties than the other shall not apply and has no effect.
- 19.2. **Amendment and Modification:** This Agreement shall not be valid until signed and accepted by a signatory duly authorized to legally bind the respective parties hereto. No change, amendment, modification, termination or attempted waiver of any of the provisions set forth herein shall be binding unless made in writing and signed by a duly authorized representative of the respective parties hereto, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
- 19.3. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19.4. **Non-Waiver:** Either party's failure to require the other party's performance of any term or condition of this Agreement shall not constitute a waiver and shall not affect the right of such party to later enforce such provision, unless such waiver is made expressly in writing signed by an authorized representative of the waiving party.
- 19.5. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 19.6. **Force Majeure:** Neither party shall be liable for service interruptions, delays, failure to perform, damages, losses or destruction, or malfunction of any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the effected party's reasonable control. The party so delayed or prevented from performing shall provide prompt notice of such event to the other party and shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.
- 19.7. **Confidentiality:** Neither party to this Agreement shall disclose the terms and conditions of this Agreement to any third party, nor will either party issue a press release and/or otherwise disclose the existence of this Agreement to the media or general public, without the express written consent of the other. During the term of this Agreement, either party may obtain confidential or proprietary information regarding the other party or its affiliates ("Confidential Information"). The receiving party shall hold such Confidential Information in strict confidence and shall not reveal same without the express prior written consent of the other party. Should either party violate this provision, the offended party shall be entitled to terminate this Agreement and obtain immediate injunctive relief in addition to any other legal rights and remedies available to such offended party.
- 19.8. **Good Faith:** All parties agree to act in good faith at all times and to abide by all terms and conditions set forth herein in such a manner.

- 19.9. Integration: This Agreement does not constitute an offer by either party and it shall not be effective until signed by both parties. Upon execution by both parties, this Agreement and all exhibits and attachments shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall be deemed to merge all prior and contemporaneous agreements, communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.
- 19.10. Modification and Severability: In the event of any inconsistency between the terms of a Service Order and these Standard Terms and Conditions, the terms of these Standard Terms and Conditions shall prevail. The laws of the State of Florida shall govern all Service Orders. No modification of these Standard Terms and Conditions or any Service Order shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative. Any provision of this instrument prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this instrument.
- 19.11. Notice: All notices, requests, demands, and other communications to Service Provider hereunder shall be in writing and shall be deemed given at the time such communication is sent by registered or certified mail (return receipt requested), or recognized national overnight courier service, or delivered personally, to the following address (or other address as shall be specified by like notice) and if to Service Provider, notice must be made to the attention of both the CEO and General Counsel.

**Service Provider**

Company Name:	<b>American Scanning and Storage, LLC.</b>
Address:	759 Shotgun Road
City, State, Zip Code:	Sunrise, FL 33326
Phone:	(954) 496-9294

**User**

As stated on the Service Agreement

- 19.12. Assignment: User shall not assign this Agreement and any rights or obligations hereunder without the express written approval of Service Provider, which approval shall not be unreasonably withheld. In addition, any transfer of control of substantially all of the assets or business of User to a third party by any means, including without limitation, stock acquisition or merger, shall be deemed to be an assignment for purposes of this section. Service Provider shall be entitled to assign this Agreement without limitation.
- 19.13. Additional Service Orders: Service Provider and User may enter into additional Service Orders by the authorized representatives of both parties hereto signing such Service Orders, which shall automatically be subject to the Standard Terms and Conditions hereof and become part of this Agreement.
- 19.14. Survival: Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.

**20.00 MISCELLANEOUS**

N/A

**21.00 AUTHORIZED REPRESENTATIVES**

21.1. Either party's authorized representative, agent, or employee for execution of this Agreement or to any amendment hereto, shall have the requisite authority to bind the respective party to this Agreement and warrants that they have the requisite authority to do so.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement to be effective as of the Effective Date of the Service Agreement.