

This “DocuDriven Storage Terms and Conditions” agreement (“**AGREEMENT**”) is between Pacific Ally LLC, doing business as DocuDriven (“**DocuDriven**”), with its principal offices located at 11700 NE 60th Way, #4A, Vancouver, WA 98682, and the company (“**CUSTOMER**”) signing DocuDriven’s “Storage Proposal” (hereafter known as “**Proposal**”). This AGREEMENT is effective the date the Proposal is signed.

WHEREAS, DocuDriven proposed to Client in a “Storage Proposal”, related services and pricing (“Products and Services”) associated with physically storing the Client’s paper documents (“Inventory”) in a secure storage facility (“DocuDriven Warehouse”); and

WHEREAS, Client signed the Storage Proposal and asked DocuDriven to provide stated Products and Services to the Client and the Client desires to receive such Products and Services;

NOW, THEREFORE, in consideration of the promises contained herein and the agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, and intending to be legally bound, the Parties agree as follows:

1. Term. Unless terminated pursuant to Paragraph 12 below or extended by mutual agreement of the Parties, the “Term” of this Agreement shall commence on the Effective Date and shall continue in effect for the period of 12 months from the effective date. Unless notice is provided by either party, this Agreement will continue to be in force after the initial 12 months in perpetuity until either party terminates this Agreement pursuant to Paragraph 12 below.
2. DocuDriven Obligations. DocuDriven shall provide Client with the Products and Services set forth in the signed Storage Proposal incorporated herein by this reference. DocuDriven represents and warrants that the Products and Services provided for herein shall be performed by qualified workers with reasonable skill and care, and shall be of a quality materially conforming to industry standards. DocuDriven will also provide an “Inventory Control Document” identifying each storage boxes physical location in the DocuDriven Warehouse, entry date into the storage facility, any associated retention dates, any in/out physical requests for the boxes/documents, and any other pertinent information necessary to fulfill DocuDriven’s commitment to the Client.
3. Client Obligations. In addition to other obligations set forth in this Agreement, Client shall undertake the following:
 - (a) Pay all charges arising from the performance of providing the Products and Services by DocuDriven unless otherwise mutually agreed to by the Parties.
 - (b) Advise DocuDriven when new documents are required to be added into storage inventory or removed from storage inventory.
 - (c) Provide DocuDriven with specific written Client packaging specifications (if any).
 - (d) Notify DocuDriven in advance of any special requirements to handle Client products or provide the Products or other services defined herein.
4. Invoicing & Pricing. All storage, distribution, and handling charges shall be invoiced by DocuDriven to Client at the rates provided on the Storage Proposal and incorporated herein by reference. All charges shall be computed and invoiced to Client on a monthly basis. DocuDriven’s payment terms are net 30. Client shall pay in full all outstanding invoices within thirty (30) days from the date of invoice. Client must return any disputed invoice within fifteen (15) days of the date of invoice, with written reasons given for the dispute. Any invoices not returned with such fifteen (15) day period shall be deemed undisputed and valid. In the event Client fails to pay any invoices within the specified time period, DocuDriven shall be entitled all remedies available to it including without limitation an additional charge at a rate of three percent (1.5%) per month of the outstanding balance due, or the highest rate of interest permitted by applicable law, and/or exercising its statutory warehouseman’s lien against any Inventory to satisfy any outstanding payment due from Client. From time to time the rates provided on the Storage Proposal Pricing can change. DocuDriven will provide the Client a 30-day notice prior to any rate change

and will send out an updated pricing document.

5. Inspection. All Client product or inventory may be opened and inspected as required by any government and/or other regulatory agency.
6. Security Measures. The DocuDriven Warehouse shall incorporate the following security measures:
 - (a) Door alarms and motion detectors monitored by a qualified security service whenever the building is not occupied by DocuDriven personnel.
 - (b) Entry and exit points monitored by camera 24 hours a day 7 days per week.
 - (c) Fire and smoke alarms, monitored by a qualified service provider 24 hours per day.
 - (d) Requirement that all visitors must sign in and be escorted by DocuDriven personnel while in restricted areas of the facility including without limitation, Client employees, contractors, and other authorized representatives.
 - (e) Controlled and limited access to all Client materials.
7. Access to DocuDriven Warehouse. Client may authorize, after notifying DocuDriven, Client's representatives to visit the DocuDriven Warehouse to inspect, count or pick up inventory at any time within normal business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. For access outside of normal business hours, special arrangements may be made as determined by DocuDriven in its sole discretion. In all other circumstances, Subject to Section 6.d, Client's representative must sign-in and display badge identification, and may be accompanied by DocuDriven personnel at DocuDriven's sole discretion or as required by any government or regulatory agency.
8. Dangerous Goods. Client warrants and represents that the contents of Client's Inventory and/or Products contain no "Dangerous Goods" as defined by the International Air Transport Association ("IATA"). Client shall indemnify DocuDriven against all loss and damage caused by any shipment containing Dangerous Goods.
9. Liability. Client shall be liable at common law for any loss or damage to the property, except as provided herein. DocuDriven shall not be liable for loss, damage, delay or other results caused by: (a) acts of God, public enemies, public authorities acting with actual or apparent authority, authority of law, quarantine, riots, strikes, civil commotions, terrorism, or hazards or dangers incident to a state of war; (b) an act of default of Client's; (c) the nature of the Inventory and/or Product or any defect, characteristic or inherent vice thereof; (d) violation by Client of any condition of this Agreement; and (e) compliance or non-compliance with delivery of shipments requiring special instructions. DocuDriven shall not be liable for special or consequential damages.
10. Indemnity: Limitation of Damages.
 - (a) DocuDriven shall indemnify and hold harmless Client from and against any and all liabilities, claims, actions, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with injury to or death of any person, or damage to or loss or destruction of any property, or damage to the environment, caused by or connected with the negligence, wrongful acts, intentional acts, or omissions in the receipt, storage, handling, or delivery of Inventory and/or Products, or in the performance or non-performance of any of its obligations or operations under this Agreement.
 - (b) Client shall indemnify and hold harmless DocuDriven from and against any and all liabilities, claims, actions, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with injury to or death of any person, or damage to or loss or destruction of any property, or damage to the environment, caused by or connected with the negligence, wrongful acts, intentional acts, or material omissions, relating to the boxes and the contents contained therein or in the performance or non-performance of any of its obligations or operations under this Agreement.
 - (c) Client, on behalf of itself and any other party having an interest the Inventory, agrees that the limit of DocuDriven's liability for performance of the Products and Services

hereunder shall be the lesser of:

- (i) the amount of any damages actually sustained, or
- (ii) whichever of the following is less: (A) Client's declared value stated and insured; or (B) \$0.50 per pound multiplied by the weight of the lost damaged or destroyed piece(s).

11. Insurance Protection Option. Client hereby acknowledges that the rates for the Products and Services set forth in the Storage Proposal do not include insurance coverage in excess of the liability defined in 10(c) for the inventory deposited with DocuDriven. If the Client prefers additional coverage, DocuDriven will work with the Client to purchase insurance for their Inventory.
12. Termination. Unless otherwise provided for herein, either Party may terminate this Agreement in whole or in part: (a) if the other party commits a material breach of the Agreement and the breaching Party fails to cure that breach within 30 calendar days of receipt of written notice thereof by the non-breaching party; (b) immediately in the event the other Party commits a material breach of the Agreement that by its nature cannot be cured; if the other party ceases to conduct business in the normal course; (c) with 30 days notice, without cause.
Upon termination, the Parties agree as follows:
 - (a) DocuDriven shall make available for release to Client all of Client's Inventory then in the possession of DocuDriven; provided, however, DocuDriven may require payment in full for all outstanding charges accumulated with respect to rendered Products and Services.
 - (b) Client shall pay the normal rates found in the applicable Storage Proposal associated with requesting a box to be returned.
 - (c) The termination of this Agreement shall not release either Party from any obligations to make payments or perform any duty or obligation arising in any time prior to, during, or after such termination.
13. Arbitration. The Parties agree to settle disputes by mediation administered by an arbitration service chosen by DocuDriven. If unsuccessful, the Parties agree to binding arbitration administered by the chosen Arbitrator as the binding, ultimate and final decision. The Parties will share mediation and arbitration fees equally. However, the mediator or arbitrator, in his or her absolute discretion, may award costs and attorneys' fees to the prevailing Party of any mediation and/or arbitration.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its choice of law rules.
15. Severability. To the extent that any provision of this Agreement is inconsistent or conflicts with any statute or law, the provision of this Agreement affected shall be curtailed and limited on the extent necessary to make it consistent with such legal requirements. All other provisions of this Agreement shall remain in full force and effect.
16. Amendments. Any amendments to this Agreement, including without limitation changes pursuant to the foregoing, must be in writing and signed by both Parties.
17. Integration. This Agreement constitutes the entire Agreement between the Parties, it being understood there are no other oral or written agreements between the Parties with respect the subject matter hereof.
18. Notices. Any notice required under this Agreement must be in writing and sent to each party's representatives at the respective mailing addresses listed herein if delivered in person or by certified mail, registered mail (return receipt requested), or via overnight courier. Any notices delivered by either party, by electronic mail, shall be an acceptable form of written communication and shall have the same force and effect as those delivered in person or by certified mail, registered mail, or overnight courier. Notices shall be effective when received.