

Records Management Service Agreement

THIS RECORDS MANAGEMENT SERVICE AGREEMENT INCLUDING ANY ADDENDA (the "Agreement") IS BY AND BETWEEN DATASAFE, INC., A CALIFORNIA CORPORATION ("DATASAFE"), AND THE PARTY WHOSE NAME IS LISTED BELOW (the "Client") FOR THE STORAGE, HANDLING AND OTHER SERVICES DESCRIBED IN THIS AGREEMENT, ON THE FOLLOWING TERMS AND CONDITIONS:

ACCOUNT NAME: Shasta County Assessor-Recorder's Office

SECTION 1. SERVICES DataSafe shall provide, and Client accepts and shall pay for the storage, handling and other services described in the attachment, upon the terms set forth herein and in the attached Rate Schedule.

SECTION 2. DECLARATION OF VALUE

2.1 DECLARED VALUE Client hereby declares the value of all records transported, stored, handled or otherwise serviced, now or hereafter, for its account (the "records") to be the greater of \$1.00 per storage unit or the replacement cost of the media on which the records are stored. In the case of imaging or indexing services, Client hereby declares the value of the records to be the higher of \$.001 per page or \$1.00 per standard box. Client hereby declares that all electronic media sent to DataSafe shall be encrypted for security purposes. Client understands that DataSafe's liability for damage to or loss of records is limited to the values declared in this Section 2.1 or 2.2 below. For purposes of this Agreement, a "storage unit" means any item which is deposited and labeled, including but not limited to a box or tape.

2.2 EXCESS DECLARED VALUE Client may declare a higher value on any of its records ("Excess Declared Value"), not to exceed the actual value of such records, by written instrument and filed with DataSafe, which clearly describes such records, including any identification numbers assigned by DataSafe. Such written instrument shall be filed with DataSafe no less than thirty (30) days prior to the effective date of the Excess Declared Value. For any records as to which Client states an Excess Declared Value, Client shall pay additional storage rates based on conditions and rates reasonably established by DataSafe at the time of written declaration, subject to adjustment as set forth in Section 6. Unless otherwise specified on the attached Rate Schedule or as indicated in writing per the above, Client confirms that it elects not to declare an Excess Declared Value.

2.3 INSURANCE DataSafe does not specifically insure records against loss or damage, however caused. Client is encouraged to obtain whatever insurance it desires from third party insurers for such amount as Client deems appropriate.

SECTION 3. GENERAL Client hereby agrees that it, and its employees, agents and contractors, shall cooperate with the employees, agents and contractors of DataSafe, as necessary to ensure the smooth operation of DataSafe's business and the safety, care and management of the premises. Client agrees to be bound by the terms and conditions of this Agreement. Client has read all the provisions appearing on all pages of this Agreement and acknowledges receipt of a copy of this Agreement and the current Rate Schedule attached, which is an integral part of this Agreement. This Agreement may pertain to one or more accounts between Client and DataSafe. In the event that this Agreement pertains to multiple accounts, each account will be established by an addendum and the terms of this Agreement will apply to each account individually.

CLIENT

County of Shasta through its

Shasta County Assessor-Recorder's Office

Company

1450 Court Street, Suite 208

Mailing Address

Redding CA 96001

City, State, Zip Code

DAVID A. KEHOE, CHAIRMAN

Board of Supervisors, County of Shasta County
State of California

David A. Kehoe

Print Name

DATASAFE, INC.

By

Signature

Date

Print Name

Title

November 15, 2017

Commencement Date

SECTION 4. TERM AND RENEWAL The initial term of this Agreement shall run from the Commencement Date set forth above until the third anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, the term shall be automatically extended and renewed for successive periods of one year each (a "Renewal Term"). After the Initial Term of this agreement, the Client may terminate this agreement without cause on 30 days written notice to DataSafe. On termination of this Agreement or any account hereunder, Client shall promptly return any property belonging to DataSafe (such as keys, containers, etc.).

DATASAFE AGREEMENT

APPROVED AS TO FORM:

David M. Vorton, Jr. 11/21/17
DAVID M. VORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:

James Johnson 11/27/17
James Johnson
Risk Management Analyst

SECTION 5. RECORDS MANAGEMENT SERVICES DataSafe shall store Client's records and provide transportation, retrieval, handling, destruction and other services for the records, pursuant to the terms of this Agreement. All records transported, stored, handled or otherwise serviced by DataSafe under this Agreement shall be referred to as the "Records". DataSafe recognizes that the Records may contain Payment Cardholder Information ("PCI"). Though DataSafe does not inspect the contents of the Records, DataSafe does recommend reviewing the requirements of PCI, classifying the records, and reviewing them at least annually to ensure that applicable retention schedules are being adhered to. Services available are those listed on the attached Rate Schedule. DataSafe may engage independent contractors to perform some of the services provided for in this Agreement. DataSafe's liability for the acts of such independent contractor shall not be greater than its liability would have been if the services were performed by employees of DataSafe.

SECTION 6. SERVICE LEVEL AGREEMENTS DataSafe agrees to provide all services in accordance with the terms set forth in this Agreement and the accompanying Rate Schedule. DataSafe's success in providing services to Client shall be measured by the number of units successfully serviced (i.e. picked up, delivered, etc) divided by the total number of units serviced. Failure to achieve a minimum successful service level of 95% or higher in any given month shall constitute a service level default. In the event that DataSafe commits a service level default with respect to the same service in four (4) consecutive months or six (6) non-consecutive months in a continuous twelve (12) month period, DataSafe will be deemed to have materially breached this Agreement (a "Material Breach"), and the procedural requirements of Section 14 will apply. It is the responsibility of the Client to communicate a service level default to DataSafe within thirty (30) days of the event. Such communication shall be in the form of a letter on Client letterhead to DataSafe's Vice President of Finance.

SECTION 7. CHARGES During the Initial Term, Client shall pay for storage and/or schedule services according to the Rate Schedule attached to this Agreement, including the Minimum Monthly Fee. After the Initial Term, DataSafe may adjust some or all of the fees and charges, once every twelve (12) months upon thirty (30) days written notice not to exceed 5%. If this Agreement is a renewal for an existing account, the rates for storage and services on the Rate Schedule will go into effect on the next storage billing date immediately following DataSafe's receipt of this executed Agreement. The Minimum Monthly Fee, indicated on the attached Addendum for each account, will be updated to reflect current inventory and scheduled services upon each anniversary without notice to Client. Unpaid accounts are subject to a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law and Client shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees and costs.

SECTION 8. CONFIDENTIALITY The Confidential Information to be disclosed by Client under this Agreement includes all business and technical know-how and information contained in the records stored and handled by DataSafe under this Agreement. DataSafe shall use at least the same degree of care as DataSafe uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information. DataSafe shall not use the Confidential Information except for the purposes of storage, handling, and other services as provided for under this Agreement. DataSafe shall not disclose Confidential Information to anyone except to DataSafe's employees who need to know. This Agreement imposes no obligation upon DataSafe with respect to Confidential Information that: (a) was in DataSafe's lawful possession before receipt from Client; (b) is or becomes a matter of public knowledge or part of the public domain through no fault of DataSafe; (c) is lawfully received by DataSafe from a third party who is not obligated to keep such information confidential; (d) is independently developed by DataSafe without reference to Confidential Information and by persons who did not have access to Confidential Information; or (e) is disclosed by DataSafe with Client's prior written approval.

SECTION 9. LIMITATION OF LIABILITY

9.1 GENERAL DataSafe shall be liable to Client under this Agreement only for loss of or damage to records caused solely by the failure of DataSafe to exercise such care as a reasonably careful person would exercise under like circumstances, and DataSafe shall not be liable for any loss or damage which could not have been avoided by the exercise of such care. DataSafe's liability shall be limited to the lesser of (i) the amount specified under Section 2.1 or Section 2.2 of this Agreement or (ii) the actual value of the records. DataSafe shall not be liable for any other damage sustained by Client on account of the services provided under this Agreement, including but not limited to normal wear and tear on containers or other storage media not supplied by DataSafe, misretrieval of records, or unauthorized divulgence of the contents of the records or other breach of confidentiality of such records, unless caused solely by DataSafe's gross negligence or willful misconduct. Client assumes the risk of such damage and expressly waives any and all rights or claims against DataSafe on account thereof. DataSafe shall not be liable for incidental, consequential, special or punitive damages, however caused and regardless of whether an action is brought in tort, contract or other theory. In the event that Client suffers a loss as a direct result of DataSafe's gross negligence or willful misconduct, DataSafe shall be liable to Client for the aggregate fees paid by Client for such services rendered during the six-month period immediately preceding Client's claim of loss, the burden of proof of which will remain with Client. Client's sole remedy for damages from loss or wear and tear of containers or other storage media supplied by DataSafe while used to store records at DataSafe shall be replacement by DataSafe of the containers or other media. DataSafe's liability respecting services other than storage and related activities shall not exceed the charge paid by Client for a specific project or, if the loss relates to service of a continuous nature, the aggregate fees paid by Client for such services rendered during the six-month period immediately preceding Client's claim of loss.

9.2 IMAGING & INDEXING SERVICES In addition to other limitations of liability set forth in this Agreement, the following apply to imaging and indexing services: (i) Client recognizes that the quality of any image or content data depends upon the quality of the original record to be scanned or indexed. DataSafe shall have no responsibility if the digital image is of poor quality because of the poor quality of the original record or if the content inventory is inaccurate because of inaccurate information on the original record. (ii) DataSafe, in absence of gross negligence or willful misconduct, shall have no responsibility for the integrity or completeness of the records returned to client after imaging or indexing. (iii) Client understands that software and hardware for imaging or indexing of records can become obsolete. DataSafe makes no representations or warranties (1) with regard to the longevity of the media upon which images or indices are placed or (2) that images or indices can be recovered by

means of any software or hardware other than existing software and hardware specified by Client at the time of the commencement of imaging or indexing services as being that currently used by Client. (iv) DataSafe's sole responsibility with regard to the condition of records to be imaged or indexed shall be to return the documents in substantially the same condition as the records were delivered to DataSafe. (v) DataSafe shall have no responsibility for any error in providing services hereunder unless Client shall notify DataSafe of such error within 90 days after DataSafe's delivery of the record, image, classification or index as to which the error is claimed. Client's sole remedy in such event shall be DataSafe's correction of the error within a reasonable time after such notification by Client (not to exceed the longer of 30 business days or the time the original project required), provided that Client shall return the original or a copy of any record necessary for DataSafe to perform any remedial action. (vi) DataSafe is not in the business of selling hardware or software, and DataSafe makes no representations or warranties with regard to any hardware or software provided to Client for the purpose of viewing imaged documents, including any warranty of merchantability or fitness for a particular purpose. All such hardware and software is provided "AS IS."

9.3 DESTRUCTION SERVICES All documents and media to be destroyed shall be clearly marked by Client as being designated for destruction, either by words to that effect on the boxes, bins or containers containing such records or media, by deposit into specially marked DataSafe containers for recycling or destruction, or by a written inventory of the documents and media to be destroyed, in each case in accordance with procedures provided by DataSafe in writing from time to time. Once documents or media have been packed up by or delivered to DataSafe for destruction, DataSafe will have no responsibility with regard to maintaining the physical separation or condition of the documents or media. Destruction may occur on site at the Client's premises or elsewhere by use of mobile shredding equipment (the "Equipment"). Client bears the full risk that, if it wishes to countermand any instruction to destroy, such countermand may not be timely to prevent destruction or, if timely, the documents or media may be commingled or in a different condition than that delivered to DataSafe. DataSafe's liability with respect to any Records to be destroyed shall be limited to the lesser of (i) any damages sustained by Client by reason of the non-destruction of such Records and (ii) the charges made by DataSafe for the destruction of such Records.

SECTION 10. ACCESS TO RECORDS DataSafe shall accept requests for records only from authorized persons ("Authorized Subscribers") whom Client has identified in writing to DataSafe. Authorized Subscribers will need to identify themselves by a numeric code supplied by DataSafe. Access to DataSafe's premises, including its loading docks (the "Premises") shall be solely by permission of and pursuant to conditions required of DataSafe. DataSafe shall have no liability to Client by granting access to any records to any Authorized Subscriber under this Section, unless DataSafe receives prior written notice revoking the authorization. Client shall indemnify and hold harmless DataSafe against claims and liability for any and all damage caused by, and any injury to, any of Client's agents, employees, or contractors while on the Premises unless claim or liability is caused solely by the negligence of DataSafe. DataSafe shall provide insurance for any injury to any of Client's agents, employees, or contractors while on the Premises.

SECTION 11. PERFORMANCE OF SERVICES DataSafe shall have a reasonable period of time to carry out Client's requests. Time periods on the Rate Schedule are estimates only. DataSafe does not offer regular service on holidays designated by DataSafe. Special service on such holidays can be arranged by Client on advance notice to DataSafe. If Client requests DataSafe to retrieve records from a location other than Client's location (a "Co-location"), Client shall arrange with the Co-location to allow DataSafe access to its premises. Client shall indemnify and hold harmless DataSafe against claims and liability for any and all damage caused by, and any injury to any of DataSafe's agents, employees, or contractors while at the Co-location. If Client asks DataSafe to remove tapes from a server at the Co-location ("Tape Exchange"), Client shall provide DataSafe with prior written detailed instructions on how to remove and replace the tape as well as a prior on-site orientation where Client demonstrates the proper procedure. So long as DataSafe follows the procedures provided by Client, DataSafe shall not be liable for any damage or loss of data unless caused solely by the negligence of DataSafe. DataSafe shall continue using the same tapes originally provided by Client until Client notifies DataSafe of its request to retire the tapes. Upon giving DataSafe such notice, Client shall provide DataSafe with new tapes in a timely manner but no later than three business days before a scheduled Tape Exchange.

SECTION 12. STORAGE AND TRANSPORTATION DataSafe may store the records in any depository and, without notice to Client, may transfer the records, or any part of them from one depository to another, and may move them from one location in a building to another. DataSafe shall have in place at all times at minimum commercially reasonable safeguards to protect stored records consistent with industry standards, including independent review of protocols by an expert third party. Copies of protocols and annual reviews will be made available if requested from Client. DataSafe does not represent or warrant that any depository is fireproof or that the contents of the depository, including the records, cannot be destroyed by fire. DataSafe shall not be required to provide a watchman, and failure to provide a watchman shall not constitute negligence of DataSafe. Although some ancillary transportation may be furnished in connection with the delivery and pick up of records and other services, DataSafe is not and shall not be deemed a contract or common carrier, and the limitations on liability and claims procedure in this Agreement shall apply to any such ancillary transportation services.

SECTION 13. TITLE TO MEDIA Client may opt for a reduced data destruction fee for tapes, disks or similar media in exchange for transferring to DataSafe all title and ownership of the media upon which such data is stored. In such event Client hereby authorizes DataSafe to destroy any and all data contained on such media pursuant to a triple degaussing process. Upon completion of the triple degaussing process, DataSafe will provide Client with a certificate of data destruction with regard to data on such media. Client understands that DataSafe is not responsible for any of the residual data on the media in the event that any such data remains after the triple degaussing process is complete. As owner of the media upon which the data was stored, DataSafe may sell, transfer or otherwise dispose of such media after the triple degaussing process as DataSafe deems appropriate in its sole discretion.

SECTION 14. CLAIMS PROCEDURES All claims by Client under this Agreement must be made in writing to DataSafe. Any action to enforce a claim, whether by way of litigation, arbitration or otherwise, is waived unless instituted within 120 days from the date of making such claim.

SECTION 15. PAYMENT OF CHARGES All charges for services, storage and scheduled services for the first *month*, transportation, receiving, indexing and other labor charges (together with any sales or applicable tax), are due and payable upon receipt of invoice. Storage and scheduled service charges are payable *monthly in arrears*. *DataSafe will prorate charges as applicable for any partial month charges accrued.* DataSafe will rebate storage charges not earned on any records permanently withdrawn from storage during a *month*, less applicable handling and other charges relating to the permanent withdrawal. Storage charges are applicable to all records which have not been permanently withdrawn from storage, even if the records or any portion are temporarily in the custody of Client, its employees, agents or contractors. Permanent withdrawal of records requires written notice on Client's letterhead from an Authorized Subscriber (as defined in Section 10 above), identifying the records which are to be permanently withdrawn. If Client is delinquent in the payment of three or more invoices in any consecutive twelve month period, DataSafe may require advance payment by wire transfer or certified or cashiers check prior to the performance of any further services.

SECTION 16. TERMINATION Prepayment of all accrued, undisputed charges plus charges for access and permanent withdrawal plus the Minimum Monthly Fees for the remainder, if any, of the term of this Agreement is required if substantially all of the records are withdrawn from storage or upon termination of this Agreement, whether during a term or upon expiration or nonrenewal of a term. In the event that this Agreement is terminated as a direct result of DataSafe's Material Breach (as defined in Section 6 above), Client will not be held liable for the Minimum Monthly Fees for the remainder, if any, of the term of the Agreement. Subject to the payment in full of all fees and charges, DataSafe shall remove and deliver all records and other property in DataSafe's possession or Premises, at Client's expense, to Client at Client's last known address, unless Client indicates another delivery address in writing. DataSafe may charge Client its then published rates for records or other property which have not been removed prior to the date of termination or expiration.

SECTION 17. OTHER REMEDIES If any undisputed charge or claim of DataSafe shall remain unpaid for a period of thirty-five (35) days or more from the date of invoice, or if DataSafe has given notice to Client that DataSafe has become aware of the pending or completed dissolution or liquidation of Client, DataSafe may refuse access to any records in its depository, and may cease to perform any retrieval, cataloging, handling or other services for Client. Should Client require access to any records, in whole or in part, during such period of "No Service", Client may access records on a Cash on Delivery (COD) basis or by certified check. Client will be advised of the charges for the requested service once the order has been placed and DataSafe will require payment of such services in the form of a payment card charge or physical check upon delivery. If any undisputed claim or charge of DataSafe shall remain due and unpaid for a period of thirty-five (35) days or more or if, within fifteen (15) days after the notice described above, DataSafe has not received adequate assurances that Client will be able to meet its obligations hereunder, DataSafe may, at its option, terminate this Agreement on fifteen(15) days' notice to Client. If terminated under these conditions, DataSafe may, at its option, (i) assert its rights as a warehouseman under the provisions of the California Commercial Code; (ii) after fifteen (15) days' notice to Client, catalog the records and dispose of the records by the application of statutory abandonment processes; (iii) return all records to the primary service address of the account, charging Client the maximum fee therefore allowed by DataSafe's then published rates; and/or (iv) seek recovery under any other right allowed at law or in equity. While any claim or charge of DataSafe remains unpaid for thirty-five (35) days or more, DataSafe's liability for any loss of or damage to Client's records incurred during such period shall be that of a gratuitous bailee only. DataSafe shall have no liability to any shareholder, partner, director, officer or employee of Client or any successor in interest to Client if DataSafe, in pursuit of its remedies hereunder, returns the records to the primary service address of the account.

SECTION 18. COURT ORDER If by reason of any court order or process, DataSafe is forbidden to allow, or is advised by counsel not to allow, any records to be viewed or taken by any person, DataSafe may refuse access to such records until such court order or process is of no further force or effect, or until otherwise advised by counsel. In case DataSafe, Client or anyone authorized to have custody of the records is subject to any court order or process requiring any records in its custody to be produced or open to examination, DataSafe may assume the validity of the court order or process and shall be under no duty to resist or contest it. Client waives all claims for damages against DataSafe, and agrees to indemnify and hold DataSafe harmless for any losses, liability, damages or expense (including attorneys' fees) incurred in connection with the court order.

SECTION 19. RECORDS SUITABLE FOR STORAGE Client represents and warrants that the records are not inherently dangerous, illegal, perishable, breakable, negotiable, of a character likely to injure the Premises, or of a character which may be deemed "extra hazardous" by the Board of Fire Underwriters. DataSafe reserves the right to refuse any records not meeting the requirements in the preceding sentence, and if the records have been placed on the Premises, DataSafe may, at its option, (i) require Client, upon notice, to immediately remove any of the records from the premises, or (ii) deliver the records to Client at Client's last known address, at Client's expense.

SECTION 20. NO WARRANTIES DATASAFE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PRODUCT SOLD BY DATASAFE TO CLIENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DataSafe hereby assigns to Client any manufacturer's warranty applicable to any product sold by DataSafe pursuant to this Agreement.

SECTION 21. WARRANTY OF AUTHORITY Client represents and warrants that it is the owner or legal custodian of the records that are the subject of this Agreement and that Client has full authority to deal with the records as anticipated by this Agreement. Client shall indemnify and hold DataSafe harmless against any claims by third parties concerning the ownership, custody or disposition of any records which become the subject of this Agreement.

SECTION 22. ARBITRATION Either DataSafe or Client may, at its option, require any disputes under this Agreement to be submitted to binding arbitration by written demand mailed to the other Party at its last known address at any time after the claiming Party has made a claim but not later than thirty (30) days after service of summons is made on the other party respecting any claim. The arbitration shall

be conducted before one arbitrator in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator shall be binding on the parties, may include injunctive relief, and may be entered as a judgment in the county where the award is made. Client and DataSafe shall share equally the costs of arbitration, unless otherwise determined by the arbitrator. While arbitration of a claim is pending, no other action shall be taken by Client or DataSafe on account of such claim. The arbitrator may not vary, modify or disregard the provisions of this Agreement, including the declared value of the goods, the limitations on DataSafe's liability, and the burden of proof.

SECTION 23. MISCELLANEOUS

23.1 ENTIRE AGREEMENT This Agreement (including exhibits and attachments referenced herein) sets forth the entire understanding of the Parties relating to the transactions it contemplates, and supersedes all prior understandings relating to them, whether written or oral. There are no obligations, commitments, representations or warranties relating to them except those expressly set forth in this Agreement. In the event of any conflict between the terms of this Agreement and any subsequent document signed by the Parties, the Parties intend for the terms of this Agreement to control unless such subsequent document specifically makes reference to amending the terms of this Agreement.

23.2 AMENDMENT; WAIVER No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by both Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

23.3 ASSIGNMENT No rights or obligations of Client under this Agreement are assignable without the written consent of DataSafe, which DataSafe may withhold in its absolute discretion.

23.4 RELATIONSHIP OF THE PARTIES DataSafe is an independent contractor and is not an agent or employee of, and has no authority to bind, Client by contract or otherwise. DataSafe will perform the services under the general direction of Client, but DataSafe will determine, in DataSafe's sole discretion, the manner and means by which the services are accomplished, subject to the requirement that DataSafe will at all times comply with applicable law and with Client's reasonable instructions. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, agency or fiduciary relationship between the parties hereto.

23.5 LITIGATION COSTS Except as provided in Section 21, if any legal action or other proceeding is commenced which is related to this Agreement, the losing party shall pay the prevailing party's actual attorneys' fees and expenses incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise. This Section 23.5 shall also apply to any disputes submitted to arbitration.

23.6 NOTICES All notices, requests, consents and demands under this Agreement shall be effective upon receipt when delivered in any manner that produces a writing to the respective parties at the addresses set forth elsewhere in this Agreement. Either party may change its address by written notice to the other in the manner set forth above.

23.7 GOVERNING LAW This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to contracts between California residents made and to be performed in California. The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty, this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

23.8 FORCE MAJEURE DataSafe shall be excused from any inability to meet its obligations under this Agreement due to extraordinary circumstances beyond its reasonable control occasioned by war, riot, insurrection, civil commotion, labor strikes, lockouts or by fire, flood, earthquake, extreme weather or other act of God.

23.9 CUSTOMER LISTS Client agrees that DataSafe may use Client's name for marketing purposes in a printed list of current clients of DataSafe (a "Customer List"). In the event that this Agreement is terminated and Client no longer retains a business relationship with DataSafe, DataSafe shall remove Client's name from the Customer List at DataSafe's next printing of the Customer List.

23.10. RETENTION OF DATASAFE FILES Client agrees that DataSafe may destroy DataSafe's records concerning this Agreement and the transactions thereunder (including without limitation indices, access, transportation and delivery records, and billing records) if such records are more than ten (10) years old, whether or not Client is still storing records with DataSafe.

Client agrees to be bound by the terms and conditions of this Agreement, including all of the provisions appearing on any page of this Agreement and the Rate Schedule. Client acknowledges receipt of the Rate Schedule attached. This Agreement may be executed in counterparts.

**ADDENDUM TO RECORDS MANAGEMENT
SERVICE AGREEMENT**

This addendum establishes Account Number **47063** (the "Account") under the Records Management Service Agreement between DATASAFE, INC., a California corporation, ("DataSafe") and Shasta County Assessor-Recorder's Office ("Client") dated November 15, 2017 ("Agreement").

Description of Records and/or Service

Media storage.

Minimum Monthly Charge \$ 535.00

Pick-up/Delivery Address and Instructions:

1450 Court Street

Street Address

Redding

City

David Baker

Attention

Suite 208

Floor/Suite

CA 96001

State/Zip Code

(530)225-5429

Phone

DataSafe shall accept requests for service from this Account only from persons whom Client has identified on the attached Authorized Subscribers list and who identify themselves with a numeric code supplied by DataSafe.

The term of this Account shall run from the Service Commencement Date until the expiration of the Agreement.

This Account is subject in all respects to the terms and conditions of the Agreement.

CLIENT

County of Shasta through its

Shasta County Assessor-Recorder's Office

Company

1450 Court Street, Suite 208

Mailing Address

Redding CA 96001

City, State, Zip Code

DAVID A. KEHOE, CHAIRMAN

Board of Supervisors, County of Shasta County
State of California

Date

David A. Kehoe

Print Name

Title

DATASAFE, INC.

By

Rob Reis

Signature

11/15/17

Date

Rob Reis

Print Name

President

Title

November 15, 2017

Service Commencement Date

ARCHIVAL MEDIA STORAGE
Shasta County Assessor-Recorder's Office
Account 47063
Commencing: November 15, 2017

1. Storage Services

As a stand-alone service, basic storage provides a humidity and temperature controlled environment for your media; item inventory and container descriptions maintained by client

Media Storage Containers: 107 units @ \$5.00 each **\$ 535.00**

*Note: \$60.00 minimum applies for less than 12 containers

TOTAL MONTHLY MINIMUM MEDIA PROTECTION INVESTMENT **\$ 535.00**

2. Unscheduled Activities & Services

The following services exclude transportation.

Data Entry **\$ 1.00 per Return Date**
When return dates are not keyed by client via web access

Unscheduled Vault Activity **\$ 2.00 per Storage Unit**
Media and Container activity related to unscheduled service events.
Minimum charge: \$ 4.00

Rush or After Hours Activity **\$ 5.00 per Storage Unit**
Media and Container activity related to Rush or After Hours service events.
Minimum charge: \$15.00

Vault Hourly Services **\$ 45.00 per Hour**
Applicable when no specific unit rate indicated above applies or additional services are required to complete an order. Calculated to the nearest quarter hour.

Call Back Services **\$ 45.00 per Hour**
Applicable when DataSafe contacts the client to resolve discrepancies on incoming shipments. Calculated to the nearest quarter hour.

Destroying Media **\$ 7.00 per Storage Unit**
Applicable when media is destroyed and a Certificate of Destruction is issued. If media can be recycled, cost may be reduced.
Minimum charge: \$50.00.

Permanent Removal **\$ 7.00 per Storage Unit**
Applicable when storage units are permanently removed from storage and deleted from computer index.
Storage unit is defined as any deposited or labeled item, including but not limited to a disk, tape, film, fiche, CD, DVD, paper file or data cassette.

3. Unscheduled Transportation Services**On Demand Service**

Next Business Day delivery for requests made prior to 2:30 p.m. on business days. Requests made after 2:30 p.m. will be delivered the second business day.

\$ 90.00 Base Zone Rate
+ \$ 2.20 per Container

Rush Delivery Service / 4 Hour Service Guaranteed

4 Hour delivery for requests of ten units or less, received between 7:30 a.m. and 2:30 p.m. on business days. Requests made after 2:30 p.m. will be delivered the next business day before noon.

\$ 286.00 Base Zone Rate
+ \$ 2.20 per Container

After Hours Service / 6 Hour Service

4 Hour delivery for requests received weekdays after 2:30 p.m. and during weekends and holidays. Please note that this charge is applicable to items delivered by DataSafe or picked up by Client.

\$ 325.00 Base Zone Rate
+ \$ 2.20 per Container

United Parcel Service (UPS)

\$ 10.00 Set Up
+ \$ 1.50 per Container
+ \$ UPS Actual Cost

Business Hours

DataSafe business hours are 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays.



P.O. Box 7794 San Francisco, CA 94120 (650) 875-3800 fax: (650) 873-9098 www.datasafe.com

Authorized Subscriber List

This dated form supersedes all previous subscriber correspondence. Please review this information periodically. Administrators may add, edit or delete Authorized Subscribers, Delivery Sites and Billing Contact information by going to www.datasafe.com, selecting Client Access and then Authorized Subscribers.

Shasta County Assessor-Recorder's Office

Company Name *(Please print clearly)*

47063

Account Number

(530) 225-3603

Phone Number

Please list the Decision Maker for this account:

Leslie Morgan

Name

Shasta County Assessor-Recorder

Title

(530) 225-3600

Phone Number

Ext.

(530) 225-5673

Fax

lmorgan@co.shasta.ca.us

Email

This Subscriber will be able to add, delete and edit all Authorized Subscribers. ☒ Yes ☐ No

Please list the Account Manager for this account (*the principal representative in conducting business with DataSafe*):

David Baker

Name *(or, check here if same as above: ☐)*

Deputy Assessor-Recorder, Administration

Title

(530) 225-3603

Phone Number

Ext.

(530) 225-5673

Fax

dbaker@co.shasta.ca.us

Email

This Subscriber will be able to add, delete and edit all Authorized Subscribers. ☒ Yes ☐ No

1450 Court St., Room 208, Redding, CA 96001

Your Delivery Address *(Street, City, State, Zip)*

Elaine Scott

Your Mailing Address *(if different than above)*

Billing Attention Name

Special Instructions or Comments

Authorized Signature *(must be signed)*

Date

Date Verified

Adds

Changes

Deletes

Date Entered

Verified By

Authorized Subscriber List: Additional Subscribers

Please list all individuals who will be authorized to access this account: *(If listing more than five individuals, please make copies of this side)*

1	Melanie Frazer <hr/> Name (530) 225-5672 <hr/> Phone Number Ext. <hr/> Delivery Address <i>(if different from front page)</i> <hr/>	Program Manager - Recorder <hr/> Title (530) 225-5152 mfrazer@co.shasta.ca.us <hr/> Fax Email <hr/> Special Instructions or Comments <hr/>
This Subscriber will be able to add, delete and edit all Authorized Subscribers. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

2	Leigh Baranek <hr/> Name (530) 225-3756 <hr/> Phone Number Ext. <hr/> Delivery Address <i>(if different from front page)</i> <hr/>	Supervising Assessor-Recorder Clerk <hr/> Title (530) 225-5152 lbaranek@co.shasta.ca.us <hr/> Fax Email <hr/> Special Instructions or Comments <hr/>
This Subscriber will be able to add, delete and edit all Authorized Subscribers. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

3	<hr/> Name <hr/> Phone Number Ext. <hr/> Delivery Address <i>(if different from front page)</i> <hr/>	<hr/> Title <hr/> Fax Email <hr/> Special Instructions or Comments <hr/>
This Subscriber will be able to add, delete and edit all Authorized Subscribers. <input type="checkbox"/> Yes <input type="checkbox"/> No		

4	<hr/> Name <hr/> Phone Number Ext. <hr/> Delivery Address <i>(if different from front page)</i> <hr/>	<hr/> Title <hr/> Fax Email <hr/> Special Instructions or Comments <hr/>
This Subscriber will be able to add, delete and edit all Authorized Subscribers. <input type="checkbox"/> Yes <input type="checkbox"/> No		

5	<hr/> Name <hr/> Phone Number Ext. <hr/> Delivery Address <i>(if different from front page)</i> <hr/>	<hr/> Title <hr/> Fax Email <hr/> Special Instructions or Comments <hr/>
This Subscriber will be able to add, delete and edit all Authorized Subscribers. <input type="checkbox"/> Yes <input type="checkbox"/> No		