

GENERAL TERMS AND CONDITIONS

1. SERVICES

- 1.1 Services to be Furnished. Provider agrees to furnish you with the services described on the first page of this Agreement. The services may, at your option and as indicated on the first page of this Agreement, be performed as part of a regular schedule or pursuant to specific directions which you shall give Provider from time to time. You may also request custom services not set forth on the first page of this Agreement, in which case Provider will consult with you as to the terms and conditions of the services requested. Such custom services will be invoiced at rates to be mutually agreed upon. All containers and other equipment provided by Provider hereunder shall remain the sole and exclusive property of Provider. You agree that Provider shall charge you the full amount stated on the first page of this Agreement for servicing a container for each time it visits your facility on the agreed upon schedule to provide this service regardless of the volume of material contained in such container(s) and/or in the event that Provider is not granted access to the container(s) on any service day. Provider may procure the services of any responsible third party to perform all or part of the services.
- 1.2 Services to Affiliates and Subsidiaries. With Provider's consent, your related, affiliated and subsidiary companies (including subsidiaries of affiliates) may request services pursuant to this Agreement. Any such request of services will be evidenced in writing by an authorized representative of the applicable related, affiliate or subsidiary in its own corporate name and referencing this Agreement.

2. RESPONSIBILITIES

- 2.1 Right to Rely on Instructions. Provider may act in reliance upon any instruction, instrument, or signature reasonably believed by Provider to be genuine, and may assume that any of your employees or any employee of your affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 2.2 Compliance with Contracts, Laws and Regulations. You shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Provider. In furtherance of the foregoing, you agree that you shall not deliver to Provider any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials.
- 2.3 Cooperation and Assistance. You shall cooperate with Provider with regard to the performance of the services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to your business operations, by providing to Provider such information, data, access to premises, management decisions and approvals as may be reasonable to permit Provider to perform the services hereunder.

3. FEES AND PAYMENTS

- 3.1 Service Fees. All fees for services rendered under this Agreement shall be as specified on the first page of this Agreement. Unless otherwise agreed to by both parties, the specified fees shall remain fixed for the first twelve (12) months of the Initial Term. Thereafter, Provider reserves the right to modify the amount of the fees for services rendered under this Agreement at any time by delivery of written notice to you at least thirty (30) days prior to the effective date of such adjustment; provided that Provider will not increase such service fee by more than 5% per year. For any service requested by you that is not listed on the first page of this Agreement, the fees for such services will be as agreed to in writing by you and Provider prior to the rendering of such service, but shall otherwise be subject to the general terms and conditions of this Agreement.
- 3.2 Payment Terms. Invoices shall be due and payable immediately upon receipt of the applicable invoice unless otherwise stated on the first page of this Agreement. Amounts due and not paid within thirty (30) days after your receipt of the Invoice shall bear interest at the rate of one and one-quarter per cent (1.25%) per month. All payments will be applied to the oldest outstanding invoice. You also agree to pay any collection and/or attorney fees necessary to enforce payment.
- 3.3 Accelerated Payment Upon Early Termination of Agreement. In the event you terminate this Agreement without cause or Provider terminates this Agreement in accordance with Section 5.2 below, prior to the completion of the Initial Term or any Renewal Term (as defined below), you will pay Provider an amount equal to the average monthly charges billed to you by Provider for the preceding three (3) months multiplied by the number of months remaining in the Initial Term or any Renewal Term, as the case may be, plus a removal fee of \$15.00 per container. Such payment shall be made in a single lump sum within thirty (30) days of your delivery of notice of termination to Provider. You agree to permit Provider to immediately retrieve all such containers during normal business hours.

4. **CONFIDENTIALITY** – "Confidential Information" means any information relating to your property, business and affairs. Unless such Confidential Information was previously known to Provider free of any obligation to keep it confidential, is subsequently made public by you or by a third party having a legal right to make such disclosure, or was known to Provider prior to receipt of same from you, it shall be held in confidence by Provider and shall be used only for the purposes provided in this Agreement. Provider shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Provider may comply with any subpoena or similar order related to materials delivered to Provider; provided that it shall, unless prohibited by law, notify you promptly of any such subpoena or notice. You shall pay Provider's reasonable costs for such compliance.

5. TERM AND TERMINATION

- 5.1 Term. This Agreement shall commence on the date first set forth on the first page of this Agreement and, unless otherwise provided in this Agreement or terminated in accordance with Section 5.2, shall continue in effect for the number of months specified on the first page of this Agreement (the "Initial Term"), with automatic renewal for successive one-year terms (each, a "Renewal Term"), unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the date of expiration of such term.
- 5.2 Termination. Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the nonbreaching party. In the event of any such termination by you as a result of Provider's breach, all amounts due for services rendered up to the effective date of termination shall immediately become due and payable. In the event Provider terminates this Agreement as a result of your material or repeated breach of this Agreement (including failure to pay your obligations to Provider in a timely manner), the provisions of Section 3.3 shall apply and Provider shall have no obligation to provide further services to you. Any reduction by you in services to less than fifty percent of the initially contracted services under this Agreement shall be deemed to be a material breach of this Agreement.

6. CLAIMS AND DISPUTE RESOLUTION

- 6.1 Time for Presenting Claims. You must present any claim with respect to any services rendered hereunder in writing to Provider within a reasonable time and in no case later than thirty (30) days after the occurrence of the event on which the claim is based.
- 6.2 Governing Law; Costs of Collection. This Agreement, and all transactions and agreements in connection herewith, shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to principles of conflicts of laws. You acknowledge and agree that you will be liable for all costs and expenses incurred by Provider (including reasonable attorneys' fees) related to the enforcement of this Agreement.

7. LIABILITY AND WARRANTY

- 7.1 Limitation of Liability. Provider shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in containers or otherwise delivered to it for shredding unless the release or loss is due to Provider's gross negligence or willful misconduct. Provider's maximum liability for any and all claims arising with respect to the services provided under this Agreement shall not exceed the aggregate amounts paid by you with respect to the services provided during the six (6) months preceding the event which gives rights to a claim. **IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE ACTION IS BROUGHT IN TORT, CONTRACT OR ANY OTHER THEORY.**
- 7.2 Ownership Warranty. You warrant that you are the owner, legal custodian or otherwise have the right to deliver for shredding any and all materials you provide Provider hereunder. You shall reimburse Provider for any expenses reasonably incurred by Provider (including reasonable attorneys' fees) by reason of Provider complying with its obligations under this Agreement to shred such materials in the event of a dispute concerning the shredding of the materials provided by you to Provider.

8. MISCELLANEOUS

- 8.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address given on the face hereof (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Provider shall be sent to the attention of its local General Manager.
- 8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. You may not assign this Agreement without the prior written consent of Provider. Provider may assign this Agreement without your consent.
- 8.3 Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
- 8.4 Relationship of Parties. Provider is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Provider under this Agreement.
- 8.5 Entire Agreement. This Agreement constitutes the entire agreement between Provider and you with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by you and Provider.
- 8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
- 8.7 Counterparts; Delivery. This Agreement may be executed in any number of counterparts and in separate counterparts by the parties hereto, each of which when so executed will be an original, but all of which together constitute one and the same instrument. This Agreement may be delivered to the other parties by facsimile or other electronic means (including, without limitation, PDF format); provided, however, that each party agrees to send to the other party a signed original of the Agreement and each party further agrees that if any party fails to deliver signed original copies, the facsimile or electronic copy will be enforceable as if it were the signed original.