AGREEMENT

BETWEEN

THE NEW YORK STATE UNIFIED COURT SYSTEM

AND

DATA VAULT STORAGE SERVICES

This Agreement, between the **NEW YORK STATE UNIFIED COURT SYSTEM**, 25 Beaver Street, New York, New York 10004 (hereinafter "UCS"), and **DATA VAULT STORAGE SERVICES, INC.**, 48 King Street, Rochester, New York 14608 (hereinafter "Data Vault"), is for the purpose of providing archival storage for New York City court reporters' notes.

In consideration of the mutual promises herein contained, the parties agree as follows:

I. TERM OF AGREEMENT; EXTENSION. RENEWAL

A. This Agreement shall be effective when signed by the parties and approved by the New York State Offices of the Attorney General and the Comptroller, and shall continue for a period of three (3) years from December 1, 2004 through November 30, 2007.

B. Upon written notice to Data Vault, UCS shall have the option of renewing this Agreement for two (2) periods of one (1) year each, upon the same terms and conditions, including price, which renewal shall be subject to approval by the New York State Comptroller's Office (hereinafter "OSC").

II. MODIFICATION AND TERMINATION

A. This Agreement may be modified only by the mutual written agreement of the parties.

B. This Agreement may be terminated prior to its expiration as follows:

1. By mutual agreement of the parties upon ninety (90) days' written notice.

2. By UCS without cause upon one hundred and twenty (120) days' written notice to Data Vault.

3. By Data Vault with or without cause upon one hundred and fifty (150) days' written notice. In the event that Data Vault desires to terminate the Agreement without cause, it shall require the prior approval of UCS.
to UCS.

4. By UCS upon the failure of Data Vault to comply with any of the terms and conditions of this Agreement, which failure has not been cured by Data Vault within thirty (30) days of receipt by Data Vault of written notice from UCS specifying said failure or within such longer period as agreed to by UCS if Data Vault is diligently seeking to cure such failure. Such termination shall be effective immediately upon receipt by Data Vault of written notice of the termination, by registered or certified mail, return receipt requested, or by personal delivery with acknowledgment of receipt.

5. If, during the term of this Agreement, Data Vault's storage facility or any part thereof is rendered untenantable by the action of a public authority or by fire or by the elements or by other casualty (except as shall have resulted from the negligence of UCS), a proportionate part of the annual storage fee, whether paid in advance or otherwise, shall be abated and suspended and, where applicable, returned to UCS, according to the extent of

such untenantability, until the facility is again made tenantable by Data Vault. If the facility or a substantial part thereof remains untenantable for a period of sixty (60) days, UCS may, at its option, terminate this Agreement forthwith by written notice to Data Vault, by registered or certified mail, return receipt requested, or by personal delivery with acknowledgment of receipt.

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C. In the event of the termination of this Agreement prior to its expiration, pursuant to Sections II(B)(3), (4) or (5) above. Data Vault shall be responsible for the cost of removing all stored materials from Data Vault's facilities and transporting them to Data Vault's loading dock. Notwithstanding the foregoing, in the event of termination of this Agreement pursuant to Section II(B)(3) above by Data Vault for nonpayment by UCS, where such nonpayment has not been cured by UCS within six (6) months of receiving written notice by Data Vault, the costs of removing the stored materials from Data Vault's facility and transporting them to Data Vault's loading dock shall be borne by UCS.

III. REQUEST FOR BIDS AND BID RESPONSE

The Request for Bids RFB OCA/CPA 301 (hereinafter "RFB") issued by UCS for the purpose of selecting a contractor for the storage of court reporters' notes and the Bid Response submitted to UCS by Data Vault on September 19, 2004, are incorporated herein by reference. In the event of any conflict between the terms of this Agreement, including Appendix A, the RFB and Data Vault's Bid Response, the following shall be the order of precedence: Appendix A; Agreement; RFB; and Bid Response.

IV. SCOPE OF SERVICES

A. Data Vault shall make available its facilities in Rochester, New York, for the storage of New York City court reporters' notes. The materials designated for storage pursuant to this Agreement presently are located either in Data Vault's storage facilities or in various courts in New York City. All materials, including but not limited to files, reporters' notes, cartons and documents, stored by Data Vault for UCS, are and shall remain the property of UCS and shall be immediately produced by Data Vault upon demand by UCS, in accordance with procedures to be mutually agreed upon by UCS and Data Vault.

B. UCS makes no guarantee to Data Vault that any specific quantity of court reporters' notes shall be stored with Data Vault pursuant to this Agreement. Data Vault acknowledges that the quantities listed by UCS in the RFB were estimates only.

C. Data Vault acknowledges that the material to be stored constitutes official and confidential court documents and warrants that, at all times, said material shall be handled and treated as such and in compliance with Section XV (Confidentiality) below by Data Vault's employees, servants, subcontractors or agents.

D. Data Vault's storage facilities shall at all times comply with the requirements of UCS's Records Management Policy #1, which was attached to and made a part of the RFB, and with the terms of the Detailed Specifications in the RFB. The storage facilities shall be maintained in a clean, dry and safe manner; shall not be used for the storage of narcotics, explosives or other hazardous or illegal matters; and shall be free of any infestation, which shall be assured by periodic treatment by a professional service. At minimum, Data Vault shall provide a fire retardant area for the storage of the UCS documents, proper 24-hour security measures (electronic or other system) and a climate

control system (e.g., temperature, humidity). The facility shall be subject to periodic inspection and annual inventory by UCS personnel upon prior notice to Data Vault. It shall be the responsibility of Data Vault to provide adequate staff and equipment for this inventory and inspection.

E. Individual New York City courts and offices (hereinafter "courts") shall independently notify Data Vault that they have materials to be stored. Data Vault shall schedule the pick-up of the materials at the court at a time mutually agreed upon by the court and Data Vault. Pick-ups may be made at any of twenty-three (23) court locations at seventeen (17) separate addresses throughout the five (5) boroughs of New York City. UCS reserves the right to add other pick-up locations within the same geographical area during the term of this Agreement. Pick-ups and transportation shall be performed only by authorized Data Vault employees, using vehicles owned or leased by Data Vault and operated by Data Vault employees. Data Vault shall be solely responsible for familiarizing itself with and complying with any special building security and access requirements at each pick-up location.

F. Data Vault shall unpack and remove the notes from their present court location, if necessary; inventory and index the notes, designating the name of the court reporter, the court and the county; pack the notes for storage in cartons to be provided by UCS, in accordance with Paragraph H below; and prepare and affix an exterior label to each carton, indicating the name of the court reporter, the court or office and the county, "From" - "To" dates and the carton number. Data Vault shall also prepare an inventory of the contents of each carton, listing the same information as on the carton label, and shall provide a copy of the inventory of each carton to the supervising court reporter at each location. The inventory

must also state the name of the Data Vault employee who inventoried and packed the box and the date on which it was inventoried and packed.

G. Data Vault shall be fully responsible for providing any and all material handling equipment (e.g., handcarts, platform dollies, and pallets) for the pick-up and storage of notes. Once Data Vault has prepared the material pursuant to Paragraph F above, it shall be wholly responsible for the transport of all such material to its storage facility for storage throughout the term of this Agreement and any renewal thereto. Within thirty (30) business days from the date of each pick-up, Data Vault shall provide a computer print-out of the material that was picked up and stored at its facility to each court for which a pick-up was performed.

H. For the purpose of this Agreement, all cartons will be supplied by UCS and shall remain its property. Each carton shall measure approximately 12 1/4 inches wide, 15 3/4 inches long and 10 inches high, or the equivalent.

I. On January 1, 2005 and every year thereafter that this Agreement is in effect, Data Vault shall prepare a complete computerized inventory of all stored material, by court, and shall transmit two (2) copies to each participating court. The inventory shall list, at minimum, the county, court (including complete address), court reporters' names, dates of notes and carton numbers. This inventory shall be updated quarterly by Data Vault and two (2) copies of each update shall be transmitted to each court.

J. Data Vault shall assign an adequate number of authorized and qualified personnel to perform all its obligations under this Agreement. Except as otherwise specified herein, under no circumstance shall UCS personnel perform or assist in the performance of any of Data Vault's obligations.

K. All services specified herein shall be performed during normal business hours, Monday through Friday, 9 a.m. to 4 p.m., except on legal UCS holidays or at other times as required by special circumstances governing access to a specific court location. An annual schedule of UCS holidays shall be provided by UCS to Data Vault.

L. Data Vault shall search for and, where possible, retrieve from storage, deliver and return to storage a specific set of notes and/or carton(s) solely upon the written authorization, in a format agreed upon by the parties, of the appropriate court reporter, supervising court reporter or other authorized UCS personnel. The retrieval and delivery of the notes to the requested location shall occur within five (5) business days following the receipt by Data Vault of the written authorization. Upon request, Data Vault shall be required to retrieve and deliver the notes by the next day.

M. Upon receipt of written authorization, in a format to be agreed upon by the parties, from the appropriate court reporter, supervising reporter or other authorized UCS personnel, Data Vault shall destroy specified documents by shredding them.

N. Should a change in contractors occur upon the expiration or termination of this Agreement, Data Vault will be responsible for preparing all stored, in-carton reporters' notes for relocation and shall be accountable for each carton of notes up to the point of transfer and signatory acceptance of these materials by the new contractor. Such preparation work shall include, but not be limited to, palletizing and load-tagging of cartons, delivery of cartons to Data Vault's receiving/shipping area and preparing a computerized inventory printout. Data Vault shall perform this transfer in a cooperative manner and shall notify the respective courts of what materials have been transferred and the current status and location of all material.

V. COMPENSATION AND PAYMENT

A. Data Vault shall be compensated in accordance with the following rates, which shall remain in effect throughout the initial and any renewal term of this Agreement. There shall be no other charges by Data Vault to UCS during the term of this Agreement except those set forth below.

1. For the preparation for storage of court reporters' notes:

a. Unpacking and/or removal, if necessary, of notes from present storage media (e.g., boxes, file cabinets) - $4.95 per carton.

b. Inventorying and indexing of notes - $1.25 per carton.

c. Reboxing of notes and exterior labeling of cartons - $3.95 per carton.

2. For the pickup of notes and transportation to Data Vault's storage facility - $2.75 per carton.

3. For the storage of materials at Data Vault's facility:

a. Year 1 - $1.20 per carton.

b. Year 2 - $1.14 per carton.

c. Year 3 - $1.08 per carton.

d. Renewal years, if any - $1.08 per carton.

4. For the search, retrieval, delivery and return of specific notes from storage:

a. Searching for specified notes that are not found - $2.50 per search.

b. Retrieval, delivery and return to storage of specified notes - $5.00 per retrieval.

c. Expedited retrieval, delivery and return to storage of specified notes - $12.00 per retrieval.

d. Retrieval, delivery and return to storage of an entire carton on notes - $12.00 per carton.

5. For the preparation of stored material for relocation upon termination of this Agreement, including reconciliation of records, palletizing, load-tagging of cartons, computerized inventory printout and delivery to Data Vault's shipping area - $1.25 per carton.

6. For the destruction by shredding of documents - $2.40 per carton or $0.08 per pound, if less than an entire carton is to be destroyed.

B. On a monthly basis. Data Vault shall provide, in a format satisfactory to UCS and OSC, a summary invoice which accurately reflects, for each court or office, all activity within that month. Data Vault shall transmit the invoice, together with all applicable receipts, to each court by the tenth (10th) business day of the following month. The material to be invoiced monthly shall be determined by the inventory on hand on the last business day of each month.

C. All invoices shall identify the court reporters' names, dates of notes, carton numbers, the court, its address, the period covered, the services provided, the billing rates and the total amount due.

D. UCS shall take all steps necessary to cause monthly payment to be made on all accurate and properly documented and executed invoices from Data Vault in the ordinary course of state business. Payments of interest on amounts due and owing, if any, may be

made in accordance with Article XI-A of the New York State Finance Law and Comptroller's Bulletin No. A-91.

VI. INDEMNIFICATION; HOLD HARMLESS; LIABILITY

A. Data Vault hereby agrees to indemnify UCS against all losses, costs and expenses which UCS may incur by reason of the breach by Data Vault of any term, provision or representation contained herein, including losses, costs and expenses incurred in connection with the enforcement of this Agreement or any provision thereof by UCS.

B. Data Vault shall hold harmless the State of New York, UCS and all its courts and agencies with respect to any injuries sustained by any of Data Vault's employees, agents or subcontractors in the course their performance pursuant to this Agreement.

C. Data Vault shall be liable for all damages caused to the facilities, furnishings or equipment of UCS and its courts in the course of Data Vault's performance pursuant to the Agreement. In the event of such damage, repairs shall be performed or replacements provided by Data Vault to the satisfaction of the respective court. All such repairs and replacements shall be made at the expense of Data Vault.

D. Data Vault also shall be liable for any theft, loss or damage to any reporters' notes or other material belonging to UCS while such material is in Data Vault's possession.

VII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and all prior agreements, representations, statements, negotiations and understandings are superseded hereby.

VIII. PARTIAL INVALIDITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

IX. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

X. AUTHORITY

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of such party has been properly authorized and empowered to do so.

XI. NOTICES

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All notices to be given under this Agreement shall be made in writing and delivered to Data Vault at its address as set forth above and to Neil O'Brien, New York State Unified Court System, Budget Office of the Deputy Chief Administrative Judge for New York City, 25 Beaver Street, New York, New York 10004 (or to such other person or address as the party may provide in writing from time to time) either personally, by regular mail or by

telegram. Any such notice shall be deemed to have been given when delivered, if by personal delivery or by telegram, or five (5) days subsequent to mailing.

XII. ASSIGNMENT AND DELEGATION

The rights and obligations of Data Vault under this Agreement may not be assigned, delegated, subcontracted, or transferred to any other person or entity without the express prior written consent of UCS.

XIII. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but shall not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, earthquakes or other disasters.

XIV. INSURANCE

Throughout the term of this Agreement, Data Vault shall maintain liability and comprehensive insurance coverage of at least $1,000,000. If it has not already been so provided, a copy of said insurance certificate shall be provided to UCS upon execution of this Agreement by Data Vault.

XV. CONFIDENTIALITY

Data Vault acknowledges that any and all records, information, files, documents or reports (hereinafter "records") contained in any media format provided to Data Vault by a UCS court or office or which may otherwise be encountered by Data Vault in the performance of its obligations under this Agreement shall be considered extremely

confidential. All such records shall at all times be handled accordingly and shall be available only to authorized employees, servants, subcontractors and agents of Data Vault. Neither Data Vault nor any of its employees, servants, subcontractors or agents shall at any time be permitted to utilize such confidential records for any purpose outside the scope of this Agreement without the express prior written authorization of UCS. Any breach of this confidentiality provision by Data Vault or by any of its employees, servants, subcontractors or agents may result in the immediate termination of this Agreement by UCS and may subject Data Vault to further penalties.

XVI. OTHER TERMS AND CONDITIONS

A. Appendix A, containing standard clauses for New York State agreements, is attached hereto and made a part hereof.

B. Data Vault shall be subject to audit by the New York State Department of Audit and Control and UCS within six (6) years of the fulfillment of its obligations under this Agreement. Subject to the provisions of Appendix A, this audit shall be limited to Data Vault's records concerning its discharge of such obligations. Data Vault shall keep such records as are necessary to verify its provision of the services specified in this Agreement for a period of at least six (6) years and shall make these records available for inspection by the Department of Audit and Control and UCS or their representative during regular business hours.

UCS C500678

C. This Agreement shall be governed exclusively by the provisions herein and by the laws of the State of New York.

NYS CONTRACT NUMBER C500678

UCS Certification

UCS certifies that an original or photo copy of this signature page will be attached to every exact copy of this Agreement.

FOR: DATA VAULT STORAGE SERVICES, INC.

Name:
Title: President
Dated: 12/6/04

FOR: NEW YORK STATE UNIFIED COURT SYSTEM

Ronald P. Younkins
Chief of Operations
Dated: 12/14/04

APPROVED:

Alan G. Hevesi
Comptroller

By:

Dated:

APPROVED
DEPT. OF AUDIT & CONTROL
JAN 21 2005
FOR THE STATE COMPTROLLER

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF Monroe)

On the 6 day of December 2004, personally came Paula Carter, to me known, who, being by me duly sworn, did depose and say that he/she resides in 101 Castleber Rd Rochester NY, that he/she is the of Data Vault Services, the corporation described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said corporation.

Julie L Wagner
NOTARY PUBLIC

JULIE L. WAGNER
Notary Public, State of New York
No. 01WA5088115
Qualified in Orleans County
Commission Expires Nov. 10, 2005

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds $15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKER'S COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof. Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids. Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non- collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds $5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 UCS APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4).

9. SET OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years (hereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and

copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency, or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or(iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation or real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

    (i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

    (ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

NEW YORK STATE
Unified Court System

OFFICE OF COURT ADMINISTRATION

A. GAIL PRUDENTI
CHIEF ADMINISTRATIVE JUDGE

RONALD P. YOUNKINS, ESQ.
CHIEF OF OPERATIONS

February 7, 2012

Ms. Paula Carter, Pres.
Data Vault Storage Services
48 King St.
Rochester, NY 13608

Re: Amendment and Extension of Agreement between the New York State Unified Court System and Data Vault Storage Services, Inc.
Contract No. C500678

Dear Ms. Carter:

This letter is to confirm the agreement of the New York State Unified Court System (UCS) and Data Vault Storage Services, Inc. (Data Vault) to amend and extend the above-referenced agreement (Agreement) as set forth below.

Amendment

The Agreement, as renewed and extended by letters dated December 10, 2007, June 2, 2009 and July 28, 2009, is amended as specified herein. Section I, paragraph A is amended to add the following language at the end of the paragraph: "The Agreement may also be extended for a term, commencing on June 1, 2010 and terminating on July 31, 2012 (Second Extension Term). The Second Extension Term shall be on the same terms and conditions as the initial agreement, including prices, and is subject to approval by the New York State Attorney General and the New York State Comptroller."

Section XVI of the Agreement is amended to add a new paragraph lettered "D" at the end of the section. The new paragraph, XVI(D), reads as follows: "Notwithstanding anything to the contrary herein, in the event that Data Vault is awarded a new contract by UCS for the storage services that are the subject of the Agreement, the Agreement shall terminate effective as of the earlier of: (I) the end of the day prior to the commencement date of the new contract, upon notice to Data Vault that the new contract has been approved by the New York State Attorney General and Comptroller or (ii) July 31, 2012."

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25 BEAVER STREET, NEW YORK, NEW YORK 10004 • PHONE: 212-428-2126 • FAX: 212-428-2188 • RYOUNKIN@COURTS.STATE.NY.US

Ms. Paula Carter, Pres. February 7, 2012

Except as amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Extension

The Agreement is hereby extended for the Second Extension Term at the prices in effect during the initial term of the Agreement. Data Vault acknowledges that as of the date of signature by Data Vault of this letter, Data Vault has received payment for all services within the scope of the Agreement that have been provided through September 30, 2011. Data Vault further acknowledges that the remaining balance due Data Vault for all services provided through December 31, 2011 is $21,913.60.

The signatures of the authorized representatives of the parties below shall evidence their agreement to the terms of this amendment and extension, and this letter, when signed by both parties, shall constitute the mutual written agreement of the parties as contemplated in section II, paragraph A of the Agreement.

Please have this letter signed where indicated below by an authorized signatory of Data Vault, have the attached acknowledgment completed by a notary, and return this original letter and acknowledgment to Mr. Eugene Colon, Assistant Deputy Counsel, New York State Unified Court System, 25 Beaver Street, Room 1170, New York, NY 10004. An approved copy of this letter will be returned to you upon approval by the Office of the State Comptroller.

Very truly yours,

Ronald P. Younkins

RPY/lf

FOR: DATA VAULT STORAGE SERVICES, INC.
Name: Paula Carter
Title: President
Dated: 2/13/2012

amendext07-12.DataVault.final_1.wpd

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Monroe)

On the 13th day of February, 2012, before me personally appeared Paula W. Carter, to me known, who by me being duly sworn, did depose and say that he/she resides in Rochester, New York, that he/she is the President of Data Vault Inc., the limited liability company described in and which executed the above instrument; and that he/she is authorized to execute the above instrument on behalf of said company.

NOTARY PUBLIC

JOSEPH A. BALSANO JR.
Notary Public, State of New York
No. 01BA6135053
Qualified in Monroe County
Commission Expires 10-17-12