

INFORMATION ACCESS AGREEMENT

In consideration of access to the case data which follows you (User) agree to be bound by the terms of the following agreement with Lilian G. Tsang, Chapter 13 Standing Trustee (Trustee):

RECITALS

- A. A Chapter 13 Trustee has duties under the Federal Bankruptcy Code to furnish information relating to Chapter 13 Bankruptcy cases administered by his or her office to parties in interest.
- B. Trustee has contracted with a third party provider to allow interested parties to have access, via the internet, to certain computerized information, records and data (the "Information") used by Trustee in processing and administering the Chapter 13 Bankruptcy cases for which he is responsible, and Trustee desires to afford to interested parties access to the Information in an effort to expedite the flow of information between Trustee and interested parties, including Chapter 13 practitioners, creditors, and debtors.
- C. User desires to avail itself of the service offered by Trustee, upon and subject to the terms, conditions, limitations and disclaimers hereinafter set forth.

AGREEMENT

Trustee hereby agrees to allow User access to the Information from time to time upon and subject to the terms, conditions, disclaimers and limitations set forth below. To induce Trustee to provide access to the Information, as hereafter provided, User hereby acknowledges, covenants and agrees as follows:

- 1) Limited Undertaking of Trustee: The sole undertaking of Trustee is to use reasonable efforts to make the Information available to User from time to time for the limited purposes herein provided for.
- 2) Limitation on Use of Information: The Information is furnished by Trustee and shall be used by User, solely for internal informational purposes and only in connection with specific Chapter 13 Bankruptcy cases in which User is a party in interest or an agent or attorney of a party in interest. Trustee shall have at all times the sole and exclusive right to custody and control of the Information. User shall not (a) use, or allow any third party to use, the Information in any unlawful manner; or (b) use, or allow any third party to use, the Information in connection with the sale or solicitation of sale of goods or services to or concerning any debtor, creditor, attorney or other person or party whose name, address or identity is first obtained from the Information.

- 3) Responsibility for Equipment: User shall furnish and maintain, at its sole cost, expense, and risk of loss, all equipment, including terminals, personal computers, peripherals, modems, printers, hardware and software used by it to connect to or gain access to the Information.
- 4) Regulation by Trustee: User expressly acknowledges and agrees that Trustee will at all times exercise control over the Information and may implement and enforce, without notice, such rules, regulations, guidelines and restrictions as he sees fit with respect to the use of and access to the Information by User, including, but not limited to, the following:
- a) Schedules, time limits and timetables governing access to the Information;
 - b) Interruption or temporary termination of User's access to the Information when and as deemed necessary by Trustee for purposes of security, systems administration or for any other purpose;
 - c) Such other rules, regulations, guidelines and restrictions as Trustee deems necessary or appropriate for any reason whatsoever.
 - d) Corruption of the Information: User shall not attempt to tamper with, corrupt, alter or modify in any respect the Information or any information, data, instructions, commands or programs stored or contained in or generated by the systems on which the Information is contained.
 - e) Disclosure and Disclaimers: User understands and acknowledges that the Information:
 - Is comprised of data from Trustee's computerized data base that has been transferred to a separate computer system within, in general, one to two business days of the close of business on any given business day, and does not, therefore, represent the most timely or complete information available to Trustee;
 - Has, in many cases, been provided to Trustee by third parties and/or has not been audited or verified by Trustee;
 - Does not necessarily reflect all work in process by Trustee with respect to any particular case;
 - May not reflect the most current information that has been received by Trustee or filed with the Court.

Accordingly, Trustee assumes no responsibility for the accuracy, completeness or timeliness of the Information and expressly DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION AND WARRANTY OF FITNESS OF THE INFORMATION FOR ITS INTENDED PURPOSE.

Trustee expressly and specifically disclaims any responsibility or liability to User or any third party on account of loss or damage arising from any error or omission of any kind in the Information. User, therefore, acknowledges that it should not rely on the Information without independent verification from other sources from which it would customarily seek information were it not available hereunder (such as the Courts' dockets, pleadings files, claims registers, etc.).

- 5) Indemnification: User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of Trustee, to indemnify and/or hold harmless Trustee, and his agents, servants and employees from any and all loss, liability, cost or expense arising out of or related to a breach of this agreement by, or the use or misuse of the Information or systems on which the Information is stored or maintained by, User, or any person gaining access to the Information or said systems by or through the consent, acquiescence or negligence of User or its agents, servants, licensees or employees.
- 6) Admissibility of Information: Trustee makes no representation or warranty of any kind as to the admissibility of the Information as evidence in any judicial or administrative proceeding.
- 7) Termination of Agreement: This agreement constitutes a limited license to User which is revocable at any time, for any reason, with or without cause, without notice to User, and at the sole discretion of Trustee. Notwithstanding the above, User's duties and obligations under paragraphs 2 and 7 hereunder shall survive any termination of this agreement whether by revocation of User's limited license or otherwise.
- 8) Entire Agreement: This agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement of any nature between the parties. This agreement may only be modified by a writing executed by both of the parties hereto. If any part of this agreement is held by a Court of competent jurisdiction to be invalid or of no force or effect, such finding shall not affect the remaining provisions of this agreement which shall retain their validity and enforceability.
- 9) No Assignment: This agreement may not be assigned.
- 10) Choice of Law and Forum Selection: This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding brought with respect to this agreement may only be brought in the appropriate State Court located in Stanislaus County, California or appropriate Federal Court located in Fresno County, California.