NATIONAL DATA CENTER ACCESS AGREEMENT

KRISPEN S. CARROLL
CHAPTER 13 STANDING TRUSTEE
EASTERN DISTRICT OF MICHIGAN-DETROIT

Krispen S. Carroll, Trustee (hereinafter referred to as "TRUSTEE"), is a duly appointed Chapter 13 Standing Trustee for the Eastern District of Michigan, vested with the duty to furnish information concerning debtors' estates. TRUSTEE maintains records and files in computerized form. TRUSTEE permits approved Internet access to those who are parties in interest pursuant to 11 USC 704(7).

The User ("USER") desires Internet access to view and inspect these selected files.

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and the satisfactory performance of all conditions stated, the Parties agree that:

1. INTERNET ACCESS TO RECORDS – The USER shall be entitled to and the TRUSTEE shall provide Internet access to selected records and data maintained by TRUSTEE.

2. LIMITATIONS ON ACCESS AND USE – USER hereby acknowledges and agrees to Internet Access.

A. **PURPOSE –** Shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of TRUSTEE, and USER shall neither make nor attempt to make any data entry changes or modification to any record or data

B. **USE -** Is provided solely for the use of USER. USER hereby expressly agrees that it will not use nor allow the use of records, data or information obtained from TRUSTEE for the purpose of solicitation or any other use or practice not specifically permitted by this agreement

C. MANNER – Will be accessed and used by USER only in the manner expressly authorized and permitted by TRUSTEE. USER agrees that it will neither use nor permit use of the Website in any manner or for any purpose which is not authorized by TRUSTEE or which is unlawful or which is likely to cause damage or disrepair to the equipment, software, records or Website of TRUSTEE

3. CUSTODY AND CONTROL OF RECORDS – User hereby expressly acknowledges and agrees that the records and data for which access if provided under this Agreement are and shall remain records under the control and custody of TRUSTEE, and access is provided only under the direct supervision of TRUSTEE, pursuant to the terms of this agreement and all reasonable and necessary rules and procedures adopted by TRUSTEE.

USER, further, expressly acknowledges and agrees that while accessing, viewing and using TRUSTEE'S selected records, USER shall be under the same duties, responsibilities, and obligations as TRUSTEE to protect and carefully keep and preserve the records, subject to the same penalties for any violation of those duties and obligations.

4. CONDITIONS FOR USE AND ACCESS – USER shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software and connections and shall be responsible for and pay any and all other fees or costs necessary to implement this Agreement.

5. TERMINATION – This Agreement may be terminated by either TRUSTEE or by USER, at any time, for any reason whatsoever, without notice.

6. INDEMNIFICATION – USER shall and hereby agrees to indemnify TRUSTEE for, and to hold TRUSTEE harmless from any claims, demands, suits, damages or costs, of any kind, arising out of or relating to use and access provided under this Agreement, caused or claimed to be caused by any act or failure of USER.

7. ASSIGNMENT OR SUBCONTRACT – This agreement shall not be assigned nor shall any use or access provided under this Agreement be subcontracted, co-opted or allowed to any other person, firm or other legal entity without the express written consent of TRUSTEE, and such consent may be conditioned upon such terms and conditions as TRUSTEE may reasonably require.

8. ENTIRE AGREEMENT – This Agreement, together with any rules or procedures adopted by TRUSTEE shall constitute the entire Agreement between the parties, and USER hereby expressly acknowledges that it is not relying upon any other representations or agreements not expressed in writing as a part of this Agreement. This Agreement may not be amended or modified, except in writing, and signed by both parties.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY:

A. NO WARRANTIES – TRUSTEE hereby expressly disclaims any express or implied warranties of the software program, computer equipment or computer, and USER hereby expressly assumes all risk related to the use and access provided under this Agreement.

B. NO REPRESENTATIONS CONCERNING ACCURACY OR COMPLETENESS OF RECORDS – TRUSTEE hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any data to which access is being provided and USER hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.

C. NO LIABILITY FOR ERRORS OR FAILURES – TRUSTEE shall not be liable in any manner under this Agreement for any error, inaccuracy or incomplete information contained in the records for which access is provided, and USER hereby expressly releases TRUSTEE from any claim, demand or suit arising from or as a result of any such error, inaccuracy or incomplete information.

Further, TRUSTEE shall not be liable in any manner under this Agreement for any failure, malfunction or other delay, inconvenience, or inability of the computer system, software or equipment, and USER hereby expressly releases TRUSTEE from any claim, demand, or suit arising from or as a result of any such failure, malfunction or other delay.

D. NO WARRANTY AS TO CURRENT DATA OR INFORMATION – The data and information available in TRUSTEE'S records is as current as possible, depending on work flow, holidays, weekends, restraints on TRUSTEE, and any elements or factors outside the control of TRUSTEE.

E. ADMISSIBILITY AS EVIDENCE – TRUSTEE makes no representation that the data and information available by accessing TRUSTEE'S Website will be admissible in Court as a Hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

10. GOVERNING LAW: This Agreement is and shall be governed by and construed in accordance with the laws of the State of Michigan applicable to agreements, made and performed in Michigan. Any cause of action with respect to the Service must be instituted within one year after the claim or cause of action has arisen or shall be barred.

TRUSTEE
Office of the Chapter 13 Trustee
ATTN: NDC Registration
26999 Central Park Blvd
Suite 125N
Southfield, MI 48076
Telephone: (313) 962-5035
Fax: (313) 963-4316

Date

User's Electronic Signature

User's Name (please print)

Address

City/State/Zip Code

Telephone

Date

Mail (or fax) this Agreement to the address or fax number above.

NATIONAL DATA CENTER USER LOGIN INFORMATION FORM
KRISPEN S. CARROLL
CHAPTER 13 STANDING TRUSTEE
EASTERN DISTRICT OF MICHIGAN-DETROIT

(Please print clearly or type)

Select one case you are a party in and provide the case name and number:

CASE NAME: _____ CASE # _____

****YOU MUST PROVIDE A CASE NUMBER ABOVE****

LAW FIRM/COMPANY NAME: _____

AUTHORIZED USER'S NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

AUTHORIZED USER'S
ELECTRONIC SIGNATURE: _____ DATE: _____

PLEASE PROVIDE LOGIN ID: _____
(5 to 8 alpha-numeric characters ONLY!)

PASSWORD SETUP WILL BE PROVIDED BY AN EMAIL FROM NDC
(8 or more characters must contain one number)
The login ID and password cannot be the same.

WEBSITE ADRESS: www.NDC.org

Email completed form to: travis@det13ksc.com

Our firm files in the following Bankruptcy Courts please provide our login information to those Trustee(s) :

- [x] Detroit
- [ ] Flint
- [ ] Kalamazoo
- [ ] Saginaw
- [ ] Traverse City