



Iron Mountain General Terms and Conditions

Iron Mountain Information Management, LLC (“Iron Mountain” or “IM”) will perform the services, or deliver the items sold, licensed or used in performance of this Agreement, and Customer will pay IM for such services and items, according to the rates and provisions in a Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these IM General Terms and Conditions, and such IM Special Terms and Conditions identified therein (cumulatively “Agreement”).

As used in this Agreement, “Deposits” means Customer materials stored by Iron Mountain or otherwise placed into Iron Mountain’s possession or control, or to which Customer has provided to Iron Mountain physical or electronic access, including goods, parts, records, software, media, or data in physical or electronic form. “Loss” means any loss, destruction or disclosure of, or damage to Deposits, or other default, damages or costs relating to services performed under this Agreement or software or other items sold, licensed or used hereunder, including direct damages resulting from a breach of data security or confidentiality.

1. Value of Deposits.

Customer declares, for the purposes of this Agreement, that:

- (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open- shelf files, container or other storage unit, and
- (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such Deposits is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

2. Limitation of Liability

(a) **Deposits.** Iron Mountain will not be liable for any Loss except to the extent that such Loss resulted from Iron Mountain’s negligence. Iron Mountain’s liability, if any, for Loss is limited to the value of each Deposit as described above, or as otherwise set forth in Special Terms and Conditions which have been incorporated in this Agreement, but in no event greater than total payments from Customer to Iron Mountain under this Agreement at the time of the Loss. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier will be solely responsible for any claim related to the Deposits while in the custody of the carrier. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer will cause its insurers of Deposits to waive any right of subrogation against IM.

(b) **Non-Storage Services.** With respect to services not related to the storage of Deposits, and electronic storage services and data related to each, IM will not be liable for any Loss except to the extent that the negligence of IM. IM will not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM and only to the extent caused by IM’s negligence. If liable under this subsection 2(b), the amount of IM’s liability is limited to six (6) months of fees paid by Customer for the particular service that gave rise to the claim.

(c) **No Consequential Damages.** In no event will either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms will constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or by email. Customer releases IM from all liability related to the destruction of materials pursuant to Customer's authorization.

4. **Operational Procedures.** Customer will comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three-month period) may involve additional charges, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such charges in advance.

5. **Force Majeure.** Neither party will be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, epidemics or pandemics, or other causes beyond its reasonable control.

6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.

7. **Confidentiality.** "Confidential Information" means any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and regarding this Agreement and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. The contents of Deposits are not Confidential Information for purposes of this Agreement. Confidential Information will be used only in the manner contemplated by this Agreement and will not be intentionally disclosed to third parties without the disclosing party's written consent, except as authorized in this Section 6. IM will not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM will implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.

8. **ITAR/EAR Compliance.** Customer represents that none of the Deposits contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If any of Customer's Deposits or other items do contain any such information, Customer will notify Iron Mountain of the specific Deposits or items that contain such information, and IM and Customer must execute an amendment to this Agreement to that effect. Customer acknowledges that special storage and service rates will apply thereto.

9. **Non-Custodial Status.** Iron Mountain and Customer agree that it is their intent that the performance of services pursuant hereto will not cause Iron Mountain to be deemed a "custodian" of any records contained in Deposits or a "designee" of Customer under state or federal law with respect to such records.

10. Notice of Claims. Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of or has knowledge of a Loss, whichever occurs first.

11. Notice of Loss. Upon confirmation by IM of the event of any Loss, including damage or destruction of Deposits, or any unauthorized disclosure, IM will notify the Customer without undue delay.

12. Payment Terms. Payment terms are net thirty (30) days from invoice date unless otherwise specified in a Pricing Schedule incorporated into this Agreement. Unless prohibited by law or otherwise specified in a Pricing Schedule incorporated into this Agreement, Customer will be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance. Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. Customer will provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be by electronic payment. At any time during the term of this Agreement, IM may require Customer to enroll in an autopay program. Any change to the IM standard electronic payment method must be approved in advance by IM. All payments will include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM may request and, in such event, Customer will provide full payment in advance of such service by IM.

13. Customer Default. If Customer fails to pay IM's charges (other than disputed charges) 60 days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for three (3) months after the due date of the invoice, IM may securely destroy Deposits, provided IM will have provided ninety (90) days' written notice to Customer and Customer will pay IM's standard price for such destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including where permitted by law, the use of third parties and reasonable attorneys' fees. IM will have all other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section 13, it will have no liability to Customer or anyone claiming by or through Customer.

14. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party materially breaches the Agreement and fails to cure such default within forty-five (45) days after written notice of such default, subject to payment of the fees or charges set forth in the applicable SOW, Schedule, Purchase Order, or Task Order incorporating IM General Terms and Conditions. Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate this Agreement immediately. If Customer's financial performance materially deteriorates, IM may suspend performance or modify Customer's payment terms.

15. Safe Materials and Premises. Customer will not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer will not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer will only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and will be free of hazardous substances or dangerous conditions. Customer will reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this Section 15.

16. Purchase Orders. If a purchase order or task order is required by Customer to issue for payment to IM, Customer will issue an accurate and complete order through IM's standard mediums prior to performance by IM of services. Customer will be responsible for keeping all necessary order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired order, Customer will correct such order within forty-eight hours of request by IM. In this case, the original payment due date will apply. All purchase orders shall state that they are issued under these terms and conditions of this Agreement and will be deemed to be so issued even if not so stated. In the event that Customer issues a order to IM covering the services or items provided under this Agreement, any terms and conditions set forth in the order which are in addition to or establish different or conflicting terms and conditions, other than specifics of the order such as volumes, times, and places, to those set forth in this Agreement are expressly rejected by IM.

17. Changes. Customer changes in specifications, place or time of performance, or other performance or delivery requirements, including without limitation the assumptions upon which pricing is based, must be accepted by IM, and will entitle IM to an equitable adjustment in the price or performance schedule or both.

18. Miscellaneous. IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing. Notices to IM will be sent to the attention of its General Manager and General Counsel. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these General Terms and Conditions and a Schedule, the General Terms and Conditions will prevail, however Special Terms and Conditions will prevail over General Terms and Conditions. Customer represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and will remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. IM may immediately terminate this Agreement in the event Customer breaches or IM reasonably believes that Customer is in breach, of any obligations or representations of the preceding sentence. This Agreement will be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.

19. Entire Agreement. The terms contained in this Agreement, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.