



Special Terms and Conditions for Pathology Services

1. Definitions.

- a. "Pathology Assets" shall mean any and all Customer materials delivered to Iron Mountain pursuant to the attached schedule, statement(s) of work or Deposits currently stored in Iron Mountain facilities containing Microscope Slides and/or Paraffin Blocks.
- b. "Microscope Slide" is a small flat rectangular piece of glass on which Sections can be mounted for microscopic study, covered by a Cover Slip.
- c. "Cover Slip" is a small and very thin piece of glass used to cover the specimen on a microscope slide plate glass, or sheet glass (glass formed into large thin sheets).
- d. "Paraffin Block" is a small plastic cassette in which fixed tissue is embedded in paraffin wax.
- e. The term "Deposits" in the Agreement is hereby amended to include Pathology Assets.

2. Limitations of Liability, Pathology Services.

For the purposes of the Agreement, Customer declares that the value of Pathology Assets stored pursuant to the Agreement is \$1.00 per cubic foot, container or other storage pricing unit ("Declared Value"). Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

Iron Mountain shall not be liable for any loss or destruction of, or damage to, Pathology Assets, unless such loss or damage resulted from Iron Mountain's failure to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Iron Mountain's liability is limited to the Declared Value set forth above.

Iron Mountain shall not be liable for: (i) loss or damage to Pathology Assets while in transit if Customer does not follow the operational procedures and use the containers recommended by Iron Mountain; (ii) degradation of Pathology Assets due to Customer's decision to store Pathology Assets in a non-temperature controlled environment (e.g., a non-temperature controlled area within a Records Center); or (iii) for damage to Pathology Assets stored in containers that are not packed in accordance with Iron Mountain's recommended procedures, as set forth in the Iron Mountain Description of Services contained in an applicable SOW. If Pathology Assets are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Pathology Assets while in the custody of the carrier.

3. Acceptable Materials and Containers. Customer warrants that the materials delivered to Iron Mountain will be properly labeled and packaged for transportation and will not contain any "hazardous", "toxic", or "radioactive" materials as defined by all applicable laws or regulations. Customer shall be liable for any injury, loss or damage resulting from non-conforming materials.

Customer shall not store with Iron Mountain any Pathology Assets that have not been treated with a fixative such as formaldehyde or any materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3.

4. Removal and Disposal. Iron Mountain agrees to store Customer's Pathology Assets while such materials serve a useful clinical, diagnostic, or research purpose ("Useful Life"); Customer represents that the Pathology Assets do not constitute regulated medical waste. Customer is responsible for determining the end of a Pathology Asset's Useful Life. Upon Customer's determination that certain Pathology Assets will reach the end of their Useful Life, whether as a result of Customer's decision or by statutory requirement, and the material will become waste, Customer will immediately contact Iron Mountain, prior to the end of the Material's Useful Life, to arrange for the removal and disposal of such waste materials. Customer authorizes Iron Mountain to use a licensed third party to perform the packaging, removal, and destruction of any such waste materials. Pricing for Removal and Disposal will be included in a separate destruction schedule.

5. Compliance. Customer warrants compliance with all Federal and State laws, rules, and regulations relating to Customer Pathology Assets, including but not limited to environmental or other laws relating to the handling, packaging, labeling, transportation, storage, and disposal of Pathology Assets, and shall not cause Iron Mountain to be in violation of any such laws, rules or regulations. Customer shall reimburse Iron Mountain for the costs, fees, and expenses (including reasonable attorneys' fees) incurred by Iron Mountain as a result of Customer's breach of the foregoing warranty.

6. Notice of Loss. When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.

7. Termination. Notwithstanding the terms set forth in Section 14 of the General Terms and Conditions, no termination shall be effective prior to the permanent withdrawal of all material stored with Supplier (not to exceed 180 days) and the payment in full for such storage and related services.