



General Terms & Conditions

The terms and conditions set forth below shall govern the accompanying purchase order ("Purchase Order") issued by Iron Mountain México, S. de R.L. de C.V. and/or Iron Mountain México Servicios, S. de R.L. de C.V. ("Iron Mountain") to the vendor or supplier identified thereon ("Vendor") unless there exists a separate written agreement between Iron Mountain and the Vendor (collectively, the "Parties") that specifies that it governs Iron Mountain's procurement of the Goods or Services ordered

1. **Acceptance.** The agreement by Vendor to furnish the Goods and/or Services (as defined below) hereby ordered, or its furnishing such Goods and/or Services, in whole or in part, shall constitute acceptance by Vendor of these General Terms and Conditions. By accepting the Iron Mountain Purchase Order, Vendor acknowledges receipt of and agrees to comply with these General Terms and Conditions. Iron Mountain shall not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Vendor inconsistent with or in addition to the terms and conditions set forth herein shall be void and of no effect unless specifically agreed to by Iron Mountain in writing. These General Terms and Conditions, together with the Purchase Order and any statement of work applicable to Services ("Statement of Work"), any modifications accepted in writing by Iron Mountain and data relating to price and delivery shall constitute the entire agreement between the parties (collectively this "Agreement").
2. **General.** Vendor shall provide the goods and/or services in accordance with specifications, delivery dates and prices set forth in this Agreement ("Goods" and "Services"). Iron Mountain shall pay Vendor the fees and charges specified in accordance with the terms stated in this Agreement.
3. **Taxes and Other Charges.** All applicable sales taxes, including in its case VAT and other charges such as duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Vendor's invoice.
4. **Title and Risk of Loss.** Vendor shall bear the risk of loss of Goods until they have been delivered (and, if required in writing by Iron Mountain, until assembly of such Goods at Iron Mountain's facility) and accepted by Iron Mountain.
5. **Shipping.** The price set forth by Iron Mountain in its Purchase Order or Statement of Work includes all shipping, handling and transportation costs to deliver the Goods to the designated Iron Mountain location (estimated if so indicated) and the cost of installing the Goods in Iron Mountain's facility (if so specified) at the indicated location. Goods will be deemed delivered to Iron Mountain when assembled in accordance with specifications and accepted by Iron Mountain.
6. **Inspection.** Notwithstanding any prior inspection or test, Goods are subject to final inspection, test, and acceptance by Iron Mountain at the destination specified by Iron Mountain. If the Goods are of a type that require performance testing, Iron Mountain shall perform such testing promptly after the Goods have been delivered and, if applicable, following Vendor's installation. Iron Mountain shall promptly notify Vendor in writing if the Goods do not meet performance specifications, and Vendor shall promptly perform corrective action to cause the Goods to meet such specifications or promptly replace the Goods with conforming Goods (and subject to written acceptance of such conformity by Iron Mountain following further inspection, testing and requiring further Vendor remedial action if necessary), at no additional cost to Iron Mountain. Iron Mountain's permitting Vendor to perform installation shall not constitute acceptance.
7. **Warranties.**
 - a. Vendor represents and warrants that: (i) upon acceptance of the Goods or Services by Iron Mountain, Iron Mountain will have free and clear title to the Goods, (ii) the Goods will conform with all performance specifications established by Iron Mountain and/or set forth in Vendor's product literature for the Goods, and such Goods have been designed and manufactured so as to conform to the specifications, (iii) the Goods will be merchantable, of good material and workmanship and free from defects, (iv) all items of the Goods or Services, or Iron Mountain's use thereof, will not violate any copyright, patent, trade mark, trade secrets or other proprietary right of any third party, (v) Vendor has the right and authority to provide Iron Mountain with the Goods or Services and its entering into this Agreement shall not conflict with any contractual or other relationships to which Vendor is bound (vi) in the case of Services, the Services shall be performed in compliance with all applicable federal, state, and local laws and regulations, including



but not limited to, implementing and maintaining appropriate security measures for the protection of personal information as required by Mexico's Privacy Regulations, and (vii) Services will be performed in accordance with prevailing industry or professional standards by personnel that are familiar with Iron Mountain's requirements and have appropriate skill, training, and background to perform such Services in a compliant manner. In addition, Vendor is responsible for obtaining and maintaining all necessary licenses, permits and other operating authorizations required to furnish the Goods or for the performance of Services.

- b. If the Goods or Services include software, with respect to such software, Vendor represents and warrants that: (i) the software will be free of defects in materials and workmanship, (ii) the software will materially conform to Vendor's then-current documentation for such software, and (iii) the software does not contain any virus, Trojan horse, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase or transport data or programming or otherwise cause any software or hardware to become inoperable, unsecure or incapable of being used in the full manner for which it was designed and created, or provides Vendor or any third party with access to or the ability to alter data or programming code. In the event the software does contain any such third party technology, Vendor warrants that: (1) Vendor has the right to use all such third party technology in the manner necessary to fulfill its obligations under this Agreement, (2) Vendor has the right to grant Iron Mountain use of such third party technology under this Agreement, (3) Vendor is in compliance with all restrictions and requirements associated with such third party technology, and (4) Iron Mountain's use of such third party technology pursuant to this Agreement will not restrict, alter or otherwise encumber Iron Mountain's rights or interests in any technology or intellectual property owned or independently licensed by Iron Mountain.
- c. The warranty period shall be one year from the date of acceptance of the Goods or Services by Iron Mountain.
- d. In the event of the breach of the foregoing warranties, Vendor shall, at no cost to Iron Mountain, promptly repair, replace, modify or re-perform the Goods or Services so as to correct such warranty breach. Vendor makes no warranty with respect to items manufactured and/or installed by others, except that, to the extent of its ability to do so, Vendor hereby assigns to Iron Mountain the benefit of any warranty provided by others.
- e. The warranty entitlements set forth in this Section 7 cover both Iron Mountain and any customers of Iron Mountain to whom Iron Mountain re-sells the Goods.
- f. Iron Mountain agrees to furnish Vendor with prompt notice of all defects of which it becomes aware, either orally or by written notice. Iron Mountain may effect repair or replacement of defective Goods if Vendor fails to or refuses to do so promptly, in which event Vendor shall on demand fully indemnify and keep Iron Mountain fully indemnified Iron Mountain in respect of all costs and expenses thereof. Iron Mountain's action to correct defects shall not relieve Vendor of any obligations or liability hereunder.
8. **Invoicing; Payment.** Vendor's invoices shall be submitted to the address specified by Iron Mountain on the Purchase Order or Statement of Work and in accordance with the Mexican Tax Legislation. Unless otherwise specified in a Purchase Order or Statement of Work, Iron Mountain agrees to pay invoices within forty-five (45) days of the date of Iron Mountain's receipt of an undisputed invoice from Vendor (but in no event prior to acceptance), provided that such invoice contains an accurate description of the Goods or Services furnished which matches those Goods or Services specified in the Purchase Order and provided further that any taxes or other charges are set forth on a separate line item in a manner that provides reasonable detail to Iron Mountain. Invoices that fail to meet the foregoing requirements shall be returned to Vendor and the payment period will not commence until Iron Mountain receives an accurate and complete invoice. Vendor shall be responsible for its own expenses unless otherwise previously agreed in writing or specified in advance in the Statement of Work, and any previously agreed upon travel expenses shall be in accordance with Iron Mountain's travel policy for Vendors.
9. **Progress Schedule.** If the Purchase Order or Statement of Work provides for payment based on completion dates and/or delivery schedules, then Vendor shall promptly notify Iron Mountain of any changes in such completion dates and/or delivery schedules. If requested by Iron Mountain, within five (5) business days of receipt of any work ordering document issued hereunder, Vendor shall prepare and submit for Iron Mountain's approval a more detailed schedule for the delivery of the Goods or performance of the Services. Such schedule shall indicate the dates for the starting and completion of the various stages of delivery and installation, and shall be revised during the course of performance as required by the conditions of the work. No extension beyond the completion date or delivery schedules shall be made unless Iron Mountain approves such extension in writing.



10. Changes. Iron Mountain, from time to time, may authorize changes in the Goods or Services, provided however, that Vendor shall not proceed with any change (including, but not limited to any change in cost, quantity, delivery or completion schedule) without prior written authorization from Iron Mountain. Iron Mountain shall confirm all changes in the Goods or Services by giving Vendor a written confirmation of the change. Vendor shall, within five (5) business days of any requested change, furnish to Iron Mountain a written Change Document, signed by the Parties, setting forth in detail the effect of any such changes, including adjustments to the cost, quantity, delivery or completion schedule, if any, for the Goods and/or Services.

If Iron Mountain requests a change to the Purchase Order or to the scope or execution of the Statement of Work, the Vendor shall, within a reasonable time (and unless otherwise agreed between the parties not more than ten working days after receipt of Iron Mountain's request), provide a written estimate to Iron Mountain of:

- the likely time required to implement the change;
- any necessary variations to the Vendor's charges arising from the change;
- the likely effect of the change on the Statement of Work; and
- any other impact of the change on the Agreement.

11. Installation

- a. If applicable, Vendor shall select, arrange, schedule and accomplish installation of the Goods, including but not limited to, arranging and effecting delivery of all required materials. Vendor shall begin installation of Goods no later than two (2) business days after delivery of the Goods at Iron Mountain's facility, unless the Parties mutually agree in writing to an alternate installation schedule. It is Vendor's responsibility to visit delivery or installation sites to verify local conditions and to determine that no unusual conditions will be met in the work of installation. Vendor shall only be paid for any reasonable expenses incident to additional work caused by unusual latent conditions that may develop and/or be encountered during installation if such conditions would not have been reasonably anticipated by an experienced installer of the Goods and could not have been discovered until installation had commenced, and provided that Vendor notifies Iron Mountain of the existence of such conditions before performing such additional work.
- b. Vendor shall ensure that the conduct of the installation crew is professional and non-disruptive to Iron Mountain's business operations and shall comply with all reasonable instructions of Iron Mountain including but not limited to compliance with Iron Mountain's on-site safety and security policies. Vendor shall be responsible for all onsite material handling, including unloading of Goods.

12. Insurance. Prior to furnishing the Goods and/or Services, Vendor shall obtain and continuously maintain during the term of this Agreement, adequate insurance for the furnishing of Goods and/or Services including but not limited to statutory workers' compensation insurance and general liability insurance acceptable to Iron Mountain. Upon request by Iron Mountain, but at least annually and upon any decrease in insurance coverage amounts and/or limits, Vendor shall provide Iron Mountain with certificates of insurance, and, if required by Iron Mountain, shall name Iron Mountain as an additional insured with respect to any general liability insurance.

13. No Consequential Damages/Indemnifications.

- a. No Consequential Damages. Except for a party's breach of its warranties or indemnification obligations hereunder and to the maximum extent permitted by law, in no event shall either party be liable for any loss of profit or revenue by the other party, or for any other consequential, incidental, indirect or economic damages incurred or suffered by such other party arising as a result of or related to this Agreement, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such loss or damages.
- b. The Vendor shall indemnify and hold Iron Mountain harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, Iron Mountain as a result of or in connection with any claim made against Iron Mountain in respect of any liability, loss, damage, injury, cost or expense sustained by Iron Mountain's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision



of the Goods, Services or the Deliverables as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by Vendor.

- c. **Intellectual Property Indemnification.** Vendor will indemnify, defend and hold harmless Iron Mountain for any action against Iron Mountain brought by a third party to the extent the action is based on a claim that the Goods or Services infringe such third party's patent, trademark, copyright, or misappropriates such third party's trade secret (a "Claim"). Vendor agrees to pay all damages and costs (including reasonable attorneys' fees) attributable to such Claim or those costs and damages agreed to in a monetary settlement of such Claim.
- 14. Ownership of Work Product.** "Work Product" shall mean all deliverables, inventions, innovations, improvements, or other works of authorship that Vendor (or its subcontractors) may conceive or develop in the course of performing the Services, whether or not the Work Product is eligible for patent, copyright, trademark, trade secret or other legal protection. Provider agrees that all such Work Product is considered *work for hire* and shall be the sole and exclusive property of Iron Mountain. If for any reason Iron Mountain does not to have sole and exclusive ownership of such Work Product, Vendor hereby assigns, transfers and conveys to Iron Mountain all right, title and interest in the Work Product, including, without limitation, all related worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of reproduction, and any and all other rights of whatever kind or nature. Provider agrees to execute such further documents and to perform such further acts, at Iron Mountain's expense, as may be necessary to perfect the foregoing assignment and to protect Iron Mountain's rights in the Work Product.
- 15. Compliance with Laws.** Vendor represents and warrants that the Goods and the Services shall be manufactured, sold and provided in compliance with all relevant federal, state and local laws and regulations. Without limiting the foregoing, Vendor agrees that it shall comply with all federal, state and local laws, regulations and orders relating to the employment of labor and non-discrimination against persons based upon race, color, religion, sex, age, disabilities or national origin, as well as other protected groups.
- 16. Confidential Information.** "Confidential Information" shall mean any proprietary, confidential and/or trade secret information concerning or relating to the property, business and affairs of the party disclosing such information (the "Disclosing Party") that is disclosed to the other party (the "Receiving Party") under this Agreement, 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. Confidential Information shall be held in confidence and used or disclosed only to the extent reasonably necessary in the performance of obligations under this Agreement. All such disclosures of Confidential Information shall only be made to those who have a need to know for purposes of performing the obligations under this Agreement, and who are bound by a written agreement with the Receiving Party to guard such disclosed Confidential Information.
- 17. Safety and Security.** If Vendor is performing Services within an Iron Mountain facility or on its premises, then Vendor agrees to comply with Iron Mountain's policies and procedures relating to safety and security.
- 18. Data Protection.** Vendor recognizes that due to the nature of Iron Mountain's storage business, a high level of security is required to be maintained for the protection of sensitive Personal Data. "Personal Data" is defined as any data related to or associated with an identified or identifiable natural person, including, but not limited to, any Iron Mountain employee information, or Iron Mountain customer information. If it is foreseeable that Vendor and/or Vendor's personnel may have access to any Personal Data at any time in connection with this Agreement, regardless of where the Personal Data resides, Vendor agrees to conduct appropriate due diligence and monitor its compliance and performance with the standards and requirements set forth in this Section 18. Vendor also agrees to implement and maintain adequate technical, physical and organizational controls, consistent with prevailing industry standards, as appropriate to meet its obligations under all applicable state and federal laws and regulations related to the security and privacy of Personal Data, in accordance with the Mexico's Privacy Regulation. Upon termination of this Agreement for any reason, Vendor shall return, or, at the written request of Iron Mountain, destroy, and retain no copies of, all Personal Data created or received by Vendor on behalf of Iron Mountain or its customers, and Vendor shall cause its own third party service Vendors to do the same.

In relation to Personal Data, the Vendor warrants and represents that it shall:



- a. Not retain, access, use, disclose, or otherwise Process any Personal Data for any purpose other than the provision of the Services, and only to the extent necessary to provide the Services;
- b. Not disclose or transfer any Personal Data to any third party except (i) with the express prior written consent from Iron Mountain, and in the case of any such permitted transfer, Vendor shall ensure that the third party enters into a written agreement acceptable to Iron Mountain obligating that third party to comply with the standards and requirements set forth in the Agreement or (ii) pursuant to law;
- c. Ensure compliance by its employees and representatives with the Agreement;
- d. Document and immediately report to Iron Mountain any access, acquisition, use or disclosure of Personal Data not authorized in the Agreement; and
- e. Mitigate, to the extent practicable, any harmful effect that is known to the Vendor of a use or disclosure of Personal Data by the Vendor in violation of the requirements of the Agreement.

In addition to and not in lieu of any other indemnification obligations set forth in this Agreement, the Vendor agrees to indemnify, defend and hold harmless Iron Mountain, its subsidiaries, affiliates, shareholders, directors, officers, employees and agents, from any sanction, claim, demand, liability, expense, or loss, including reasonable legal fees, made by any third party or authority due to or arising out of, or in any way connected with the Vendor's Processing of or access to the Personal Data, the Vendor's breach of this Agreement, or the Vendor's failure to adhere to any law applicable to the Processing and security of the Personal Data

19. Term and Termination.

- a. Unless terminated as provided herein, this Agreement shall not terminate until satisfactory completion of the work has occurred, as specified in the Statement of Work or Purchase Order. Iron Mountain may terminate this Agreement without cause, by giving Vendor thirty (30) days advance written notice. In the event of termination without cause by Iron Mountain, Iron Mountain agrees to pay Vendor for all of the Goods or Services delivered up to the date of termination, based upon the actual Goods delivered or hours worked by Vendor (but not to exceed the fixed price amount if a fixed price has been agreed upon under the Statement of Work or Purchase Order), provided Vendor delivers to Iron Mountain all such Goods or Services in a satisfactory manner up to the effective date of termination, including, but not limited to, notes, reports, and analyses and other stated deliverables, whether completed or in progress, which shall be compiled in an organized and understandable format.
- b. Either party may terminate this Agreement for material breach of the other party's obligations and/or warranties, provided, however, the terminating party shall give the other party at least thirty (30) days prior written notice of the breach and opportunity to cure within the thirty (30) days. If the non-breaching party has a reasonable belief that such material breach cannot be cured within thirty (30) days, such party may terminate this Agreement immediately, unless otherwise mutually agreed upon by the parties. Termination for material breach shall not preclude the terminating party from exercising any other remedies it may have under this Agreement or at law.

On termination of the Agreement (however arising) the accrued rights and liabilities of the parties as at termination, and the following clauses, shall survive and continue in full force and effect:

- a. Clause 13 (Liability);
- b. Clause 14 (Ownership of Work product);
- c. Clause 16 (Confidential Information);
- d. Clause 18 (Data Protection);
- e. Clause 19 (Termination); and
- f. Clause 24 j. (Governing Law).

20. Notices. All notices given by one party to another under this Agreement must be in writing and shall be transmitted by certified mail, postage prepaid, or sent by nationally recognized overnight courier. Notices



shall be addressed: (a) in the case of notices given by Iron Mountain, to Vendor's address and to the attention of the authorized agent, identified by Vendor in the Statement of Work or an invoice; and (b) in the case of notices given by Vendor, to Iron Mountain's mailing address at Hidalgo 940 Colonia El Mirador Centro, Monterrey Nuevo León, C.P. 64070 Mexico to the attention of General Manager, with a copy to Legal Counsel, Legal Department.

- 21. Relation of the Parties.** The performance by Vendor of its duties and obligations under this Agreement shall not create or imply an agency relationship between Vendor and Iron Mountain, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. If Vendor employs the use of its own personnel, employees or contractors under this Agreement, Vendor shall assume full liability for payroll withholding, worker's compensation and other statutory contributions for such individuals as they are not employees of Iron Mountain. Iron Mountain's sole obligation shall be to pay the Vendor at the agreed-upon rates in the Statement of Work or Purchase Order.
- 22. Vendor's Personnel.** Vendor warrants that it has the personnel necessary for the performance of the Services, and that said personnel is properly qualified and trained to ensure that the rendering of the Services will achieve the agreed objectives. The personnel/employees that Vendor allocates to render the services according to the Terms established herein, shall not be considered, under any circumstance, employees of Iron Mountain.
- a. In consequence, the compliance and observance of all laws, decrees, collective agreements and other agreements either present or future arising from Federal, State and/or municipal that governed henceforth matters of labor law, taxes, social security, health and safety, insurance accidents, etc., that relate to the performance of the services, shall be the sole responsibility of Vendor. Vendor shall assume exclusively and in its entirety the responsibility that may derive as a result of a possible breach of the stated provisions regarding its personnel and/or subcontractors and/or third parties involved in the contracted services. Moreover, Vendor agrees to comply at all times with the applicable laws against Child Labor, including those programs and Conventions established by the International Organization of Labor on this matter.
 - b. Vendor shall be registered in all relevant agencies under the applicable laws, particularly with regard to social security and pensions, and it shall keep its employees insured against all risks for which the current legislation requires the hiring of compulsory insurance.
 - c. Vendor shall be responsible to register its employees and personnel providing the services to Iron Mountain in the Mexican Social Security Institute ("IMSS") and it will provide on a monthly basis, written proof with regard to its own employees as well as any contracted personnel, and it will require to all its subcontractors and/or third parties involved to fulfill all these obligations together with the payment of the receipts of the corresponding social security contributions, assuming full responsibility before Iron Mountain in the event of non-compliance by subcontractors and third parties. Nevertheless, it is recognized that the provision of insurances and/or the inscription in the IMSS, shall not absolve Vendor from the obligations derived from the present Agreement. Vendor shall submit to Iron Mountain on a monthly basis, written proof of the payment done towards the insurance premium or the monthly share of social security contributions.
 - d. Vendor agrees, irrevocably, to hold Iron Mountain harmless and free from any kind of legal claim and/or judicial or extrajudicial claim, expenses, liquidated damages present, past or future, involving any labor and/or social security claims filed by its employees, contractors and/or subcontractors and/or third parties that may directly or indirectly affect Iron Mountain and/or its Directors, due to or originated herein, including expenses of any kind and reasonable attorney's fees.
 - e. The Vendor also undertakes to on demand indemnify Iron Mountain in full against any action or claim by or on behalf of any individual(s) arising out of the Vendor's, or any third party's failure to comply with its or their obligation to inform and consult under Mexican Labor Law.
- 23. Anti-Corruption and Trade Control Laws.** Both Parties to this Agreement, their officers, directors and employees and any person for whose acts or omissions may be vicariously liable or any person acting on behalf of any of them, will not offer or make any payment or offer or provide anything of value to no person that goes against applicable laws or that constitutes bribery, in connection with this Agreement or in any way relating to this Agreement or affecting the same. Iron Mountain recognizes that international laws against corruption, including the The Parties will comply with the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K Bribery Act, and acknowledge that these prohibit any offer, payment or receipt of



money directly or indirectly or anything of value from/to any person (including, but not limited to any Government Official, international organization, political party or candidate for political office) in order to obtain, retain or direct business, securing any improper advantage in the conduct of business or induce the abuse of exercise of any public office or business. The Parties declare and guarantee that in the performing of their obligations under this Agreement or otherwise in connection with this Agreement, they have not offered or made any prohibited payment and agree that they will not offer or make no payment prohibited.

Also, both Parties shall comply with, and retain responsibility for their compliance with, all applicable export control laws and economic sanctions programs relating to their respective businesses, facilities, and the provision of services to third parties (collectively, "Trade Control Laws"). Iron Mountain shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws if performed by Iron Mountain and it shall be in the sole discretion of Iron Mountain to refrain from being involved in such activities.

Applicable Trade Control Laws may include U.S. export control laws such as the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"), and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions and other controls currently imposed against Cuba, Iran, North Korea, Sudan, Syria and Crimea (territory of Ukraine) (collectively, "Restricted Countries"), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of individual or entities identified on, applicable government restricted party lists such as the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List and Debarred Parties List (collectively, "Restricted Parties").

Vendor represents that neither Vendor [nor any End-User] (i) is a Restricted Party; (ii) is located in, organized under the laws of or ordinarily resident in a Restricted Country; or (iii) will directly or indirectly export, re-export or otherwise transfer any goods, technology or services covered by the Agreement to Restricted Countries or Restricted Parties.

24. Miscellaneous

- a. Time is of the Essence. Time for delivery of the Goods and/or performance of Services is of the essence in this Agreement.
- b. Survival. The terms, provisions, representations and warranties herein shall survive the delivery of the Goods and Services and payment of the fees and charges.
- c. Amendment. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.
- d. Entirety. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and undertakings with respect to the subject matter.
- e. Waiver. No term or provision hereof shall be waived except in writing, and specific waiver in any one instance shall not constitute a waiver of any other instance.
- f. Force Majeure. Neither party shall be liable for a delay in its performance of its obligations under this Agreement due to causes beyond the delayed party's reasonable control.
- g. Assignment. Vendor may not assign or subcontract this Agreement, in whole or in part, without Iron Mountain's prior written consent. Iron Mountain may assign this Agreement to an affiliate, in whole or in part.
- h. Release of Liens. All Goods delivered and Services performed under this Agreement shall be free of liens and encumbrances. Vendor shall obtain releases of liens executed by Vendor and Vendor's subcontractors prior to final payment.
- i. Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- j. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Mexico City.
- k. Dispute Resolution. The following procedure shall be followed in all disputes other than breaches of material obligations under this Agreement which Iron Mountain and Vendor cannot resolve informally. The aggrieved party shall notify the other party in writing of the nature of the



dispute with as much detail as possible about the nature of the dispute. The persons identified for purposes of notices set forth in Section 20, or their designees, shall meet (in person or by telephone) within fourteen (14) days after the date of the written notification to attempt to resolve the dispute. If those persons are unable to agree on a resolution, then senior management personnel of each of Iron Mountain and Vendor having authority to resolve the dispute without the further consent of any other person ("Management") shall meet or otherwise act promptly to facilitate an agreement. If Management cannot resolve the dispute within thirty (30) days after their initial meeting or other action (or in case either party fails to participate in the dispute resolution), either party may take such other and further action as it deems necessary. Iron Mountain and Vendor agree that neither of them shall take any legal action unless and until this dispute resolution procedure has been employed or waived.

1. Publicity. Vendor agrees not to use Iron Mountain's name, trademark or logo in any way on its web site or in any of its advertising or other written material provided to third parties, shall not create a link, either directly or indirectly between Vendor's web site and Iron Mountain's web sites, and shall not insert a reference or attribution to the Vendor, without the prior written consent of Iron Mountain. Vendor agrees to seek prior written approval from Iron Mountain to issue any news release or public communication in which Iron Mountain or its activities, including without limitation the existence or nature of the Agreement, with the Vendor are mentioned.