



Iron Mountain ALM Terms and Conditions

Iron Mountain Information Management, LLC (“Iron Mountain” or “IM”) will perform the Asset Lifecycle Management Services (ALM) and related services, and Customer will pay IM for such services, according to the rates and provisions in a Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these IM ALM Terms and Conditions, and such IM Special Terms and Conditions identified therein (cumulatively “Agreement”).

As used herein, “IT Assets” means the Customer’s computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, servers, and other computer equipment and computer related peripherals.

1. Term. The term of this Agreement will commence on the date of the last signature on the Agreement, Statement of Work (SOW), Schedule, Purchase Order, or Task Order incorporating these terms, conditions (“Effective Date”), and continue for one (1) year after commencement. This Agreement will thereafter continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than forty-five (45) days prior to the expiration date. If this Agreement includes Customer options to extend the term, in order to be a valid exercise of an option to extend the term of this Agreement, an Option Year Modification issued by the Customer must incorporate these Terms and Conditions.

2. Pricing. Rates and charges will be as specified in the schedules, quotations and/or statements of work and shall be paid by Customer in accordance therewith. Rates and charges will remain fixed for the first year of this Agreement, and may thereafter be changed at any time by IM upon thirty (30) days’ written notice. Unless prohibited by law, transportation surcharges apply and change monthly without notice in accordance with IM’s fuel surcharge policy, which may be found at <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>.

3. 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.

4. Purchase Orders. If a purchase order is required by Customer for payment, Customer will issue an accurate and complete purchase order to IM prior to performance by IM of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer will correct such purchase order within forty-eight (48) hours of request by IM. In this case, the original payment due date will apply. In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order that are in addition to, different from, or that establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM. For clarity, Customer will include the following statement on



any such purchase orders or SOW: "This order is issued pursuant to the Iron Mountain Customer Agreement entered into by Customer and Iron Mountain as of __ (insert date) __, (the "Customer Agreement"). The terms and conditions of the Customer Agreement control this order, and any different, inconsistent, or additional terms of this order are deleted in their entirety."

5. Confidentiality. "Confidential Information" means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.

6. Representations and Warranties.

a. Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data Customer provides to IM in connection with the IT Assets, and that Customer has the right and authority to sell, convey, and transfer such IT Assets to IM, and that such IT Assets are not subject to liens, security interests, foreclosures, or other encumbrances. Unless prohibited by law, Customer agrees to indemnify and hold IM harmless from and against any and all third party claims or demands and related damages and liabilities (including reasonable attorney fees and expenses) arising out of IM complying with its obligations under this Agreement to destroy Customer's IT Assets, materials or data in the event of a dispute concerning such destruction by IM.

b. 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 shall 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 Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Customer will not provide Iron Mountain any goods, software, services and/or technical data subject to export controls and controlled at a level other than EAR99/AT.

c. Unless expressly provided otherwise in a schedule or statement of work mutually agreed to by the parties, Customer will not deliver to IM any material considered toxic, dangerous, or regulated under any federal or state law, or data bearing. Customer represents and warrants that: (1) the IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA, (2) the IT Assets will be packaged in a manner to prevent releases into the environment, and (3) that their removal by IM does not constitute a violation of any federal, state, or local environmental laws or regulations. 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 indemnify IM for damage to equipment or injury to personnel resulting from Customer's breach of this section.

d. IM warrants to Customer that Services will be performed in accordance with all applicable federal and state environmental laws and regulations, including, without limitation, regulations enacted by the United States Environmental Protection Agency ("EPA") governing the "Recycling" and "Reuse" of the Equipment, as those terms are defined in the applicable EPA regulations. At the conclusion of the



Services and full payment therefor, IM will execute and deliver to Customer a Certificate of Recycling and/or Destruction in applicable form.

e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING ON EITHER PARTY AS A WARRANTY.

f. The provisions of this Section 6 and Section 7 will survive the termination or expiration of this Agreement.

7. Limitation of Liability. IM will not be responsible or liable in any manner whatsoever for the contents of any IT Assets delivered to it for disposition, and will have no liability for the disposition of such IT Assets pursuant to Customer's direction. IM will not be liable under this Agreement unless IM fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of IM's liability is limited to the aggregate amount Customer paid for the particular service during the six (6) months preceding the event that gave rise to the claim. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, OR THE COST OF RECREATING ANY DATA OR INFORMATION, REGARDLESS OF WHETHER AN ACTION IS BROUGHT IN TORT, CONTRACT OR UNDER ANY OTHER THEORY OF LIABILITY.

8. Force Majeure. Each party will be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays, epidemics, unusual weather, or other causes beyond its control.

9. Federal Contract Flow Downs. If the services provided by IM are used in support of a Federal Prime Contract, in accordance with Federal Acquisition Regulation (FAR) (48 CFR Part 52), FAR 52.244-6, Subcontracts for Commercial Items, IM will comply with the provisions set forth in FAR 52.244-6.

10. Contract Terms and Conditions for Federal Contracts. If the IM services are provided directly to the Federal government, to the extent not inconsistent with these terms and conditions, General Terms and Conditions, and applicable Special Terms and Conditions provided herein, the provisions of FAR 52.212-4 (NOV 2023) are applicable to this Agreement.

11. Delivery, Shipment and Risk of Loss. Unless otherwise agreed in a SOW, Schedule, Purchase Order, or Task Order incorporating these terms, conditions, Customer will bear the risk of loss of and any other risk pertaining to the IT Assets until such IT Assets are delivered to IM or its representatives. For purposes of the preceding sentence, delivery of IT Assets will occur when IM receives physical possession of the IT Assets. Title to the IT Assets will pass to IM upon such delivery. It is Customer's sole and exclusive responsibility to ensure that only the IT Assets intended for processing by IM under this Agreement are delivered to IM. In the event of a dispute or discrepancy, Customer will have the burden of proving delivery of IT Assets to IM. IT Asset lists provided by Customer are not evidence of delivery and will only be used to compare against IM scan results when the Customer has selected a service that includes a serial number scan of the IT Assets onsite at Customer's premises. If Customer ships IT Assets to IM via carrier, it is Customer's sole and exclusive responsibility to ensure that the carrier's bill of lading or other freight documentation includes an accurate description of the type, quantity and condition of the IT Assets shipped to IM and reflects the correct number of pallets, if applicable. IM will be entitled to rely solely on the bill of lading or other freight documentation and shall



not be liable or responsible to Customer for any claim of inaccuracies or inconsistencies between the bill of lading or other freight documentation and Customer's records or accounting of the type, quantity or condition of the IT Assets or number of pallets shipped to IM. Iron Mountain will not be liable for loss or destruction of, or damage to, IT Assets stored with or transported by Iron Mountain unless it fails to exercise such care as a reasonably careful person would exercise under like circumstances, and if liable, the amount of Iron Mountain's liability is limited to the fair market value of the lost, damaged or destroyed IT Assets.

While IT Assets are in the custody of the specified shipping company for transportation, such shipping company will be solely responsible for any loss of or damage to, such IT Assets or any data contained thereon while in the custody of the shipping company.

12. Assignment; Performance of Services by IM Affiliates or Subcontractors. IM may assign this Agreement, in whole or in part, and may delegate or subcontract any or all of its obligations under this Agreement, to an affiliate of IM. IM may also delegate or subcontract certain of its obligations to its third party vendors and subcontractors. IM acknowledges that it will remain directly liable to the Customer for the performance of such delegated obligations.

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

14. Miscellaneous. Any notice made pursuant to this Agreement must be given in writing. Customer will send notices to IM to the attention of its General Manager, Iron Mountain Government Solutions, and General Counsel. 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.

15. Entire Agreement. This Agreement, including applicable Schedules, and Special Terms and Conditions for ALM Services, sets forth the complete terms and conditions for ALM services only, and supersede all previous communications, representations, agreements and understandings relating to the ALM services. In the event that any other services are provided in connection with a SOW, Schedule, Purchase Order, or Task Order incorporating these terms and conditions, such services will be governed by the terms and conditions of IM's standard General Terms and Conditions and applicable Special Terms and Conditions for the respective services, available at [IMGS Public Sector Terms](#).



Special Terms and Conditions for ALM Services

The following Special Terms and Conditions will apply if a Customer Agreement, SOW, Schedule, Purchase Order, or Task Order incorporating IM ALM Terms and Conditions includes IT Asset Auditing, IT Asset Remarketing, or Share Arrangements for IT Scrap Proceeds:

1. IT Asset Auditing For the avoidance of doubt, unless Customer orders a complete Asset Audit, IM may audit and capture pertinent data for remarketing or other internal purposes, and such information will not be provided to the Customer.
2. Remarketing Services
 - a. Unless the parties expressly agree otherwise, “Fair Market Value” means the estimated sum that a reasonable purchaser in the ALM industry in the United States would pay for an IT asset, contemporaneously with the estimate of the value, less expenses, overhead and carrying costs, such as those associated with transporting, inspecting, repairing, refurbishing and storing the asset, as applicable.
 - b. Customer will ensure that all assets intended for remarketing services are unlocked and free of any password protections of BIOS lock features prior to delivery to IM. If IM receives assets with password protection or BIOS locks, Iron Mountains will notify the Customer and allow 72 business hours for the Customer to provide the required pass code information. Notwithstanding any other provision of this Agreement, assets that cannot be unlocked within the 72-hour period may be processed by IM for destruction and recycling services with no fair market value share issued to the Customer, and the Customer will be responsible for all charges and fees associated with the destruction and recycling services provided, at IM’s discretion.
3. Share Arrangements

Unless the parties expressly agree otherwise, IM will timely calculate and notify Customer of any portion of e-Waste recycling recovery or remarketing payment due to the Customer, and provide credits against sums due to IM for ALM and related services provided to the Customer. If such credits exceed the outstanding balance due by the Customer, IM will provide payment to the Customer as provided in the respective SOW, Schedule, Purchase Order, or Task Order under which the parties established the share arrangement. The parties acknowledge that services may be provided and invoiced by IM prior to the calculation and notification to the Customer of applicable credits for e-Waste recycling recovery or remarketing, and will not relieve Customer of timely payment of invoices for services.