Special Terms and Conditions for Consulting Services

1. **Statements of Work**. Iron Mountain shall perform the services (the "Services") detailed in a written Statement of Work ("SOW"). Each SOW will (a) substantially conform to Iron Mountain's standard template SOW for the Services; (b) be signed by both Parties; (c) detail the Services and Deliverables (as defined herein) to be provided by Iron Mountain; (d) be incorporated into any resulting contract if the SOW is provided to the U.S. Federal government, and (d) specify the applicable hourly rate, if the SOW is on a "Time and Materials" basis, or the fixed price for the Services and Deliverables.

2. **Change Orders**. Either Party may request changes to the SOW, including without limitation, alterations in, additions to, or deletions from the Services or Deliverables, changes in the sequence of the performance of the Services, or the pricing. The Parties will detail any mutually agreed upon changes to the Services or SOW in a writing signed by both Parties (the "Change Order")..

3. **Ownership of Deliverables**. Customer owns the copyright in the contents of all reports, documents, charts and other materials demonstrating the results of the Services delivered to Customer by Iron Mountain ("Deliverables"), and the Deliverables will constitute a "work made for hire" to the extent permissible under U.S. copyright law. If the Deliverables are not works made for hire under U.S. copyright law, Iron Mountain assigns the ownership of copyrights in the Deliverables to Customer. Customer hereby grants Iron Mountain an irrevocable, fully paid-up, nonexclusive, worldwide, royalty-free license to (i) use, reproduce, display, sublicense and distribute the Deliverables; (ii) prepare derivative works based on the Deliverables; and (iii) retain copies of the Deliverables for quality assurance and recordkeeping purposes. Iron Mountain may (a) use for any purpose, including in connection with any of its customers, the concepts, techniques and know-how developed, used or enhanced in the course of performing the Services; and (b) perform similar services for other customers using its general knowledge, skills and experience, including any gained during the course of performing the Services. Customer will not acquire any ownership interest in the know-how, techniques, or methods that Iron Mountain employs in performing the Services.

4. **Iron Mountain Warranty.** Iron Mountain warrants that (i) the Services will be performed in accordance with professional industry standards and substantially in conformance with this Amendment, and (ii) the persons it assigns to perform the Services shall have the appropriate skill, training and background to perform such Services in a competent manner. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's sole liability shall be the re-performance of the applicable Service, at no charge to Customer. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IRON MOUNTAIN UNDER THIS AMENDMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IRON MOUNTAIN AND WAIVED BY CUSTOMER.

5. **Limitation of Liability**. Iron Mountain's maximum aggregate liability arising out of or in connection with this Amendment regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the amount paid by Customer pursuant to the applicable SOW. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Amendment including any loss of profits, interruption of business, loss of data, or cost of

recreating any data, however caused, under any theory of liability, regardless of whether any remedy set forth herein fails of its essential purpose, and even if a Party knew of or should have known of the possibility of such loss or damage. This section survives the expiration or termination of this Amendment.

6. **Infringement Indemnification**. Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services or Deliverables infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorizes Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability as set forth above. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services or Deliverables in or from an application or environment or on a platform or with devices not authorized in the applicable Iron Mountain published documentation or other requirements specified in the SOW; (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this Amendment. If any Services or Deliverables are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option (a) procure the right for Customer to continue using or accessing the Services or Deliverables, (b) replace the Services or Deliverables with non-infringing equivalent service or deliverables; or (c) modify the Services or Deliverables to make them non-infringing. This section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Amendment.

7. **Performance of Service by Iron Mountain Affiliates or Subcontractors.** Without providing notice to, or receiving prior consent from Customer, Iron Mountain may engage subcontractors to participate in the performance of Services. Iron Mountain acknowledges that it remains directly liable to Customer for the performance of subcontractors.