



**Special Terms and Conditions Applicable to Document Conversion,  
Digital Records Center (DRC) and Image on Demand (IOD) Services**

These Special Terms and Conditions apply to DRC and IOD services provided by Iron Mountain (IM) under the Agreement, and have precedence over any different or conflicting terms or conditions of the Iron Mountain General Terms and Conditions.

**1. Limitations and Exclusions of Liability.** Iron Mountain will not be liable under this Agreement unless Iron Mountain fails 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 amount paid by Customer for a discrete project or, if the service is of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service.

**2. Ownership Warranty.** Customer warrants that: (i) it is the owner or legal custodian of the Deposits; (ii) it has full authority to direct the disposition of the Deposits in accordance with this Agreement; and (iii) Iron Mountain's imaging or otherwise processing the Deposits will not violate the rights of any third party.