



Special Terms and Conditions Applicable to Library Services

These Special Terms and Conditions apply to Library Solutions 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.

Limitation of Liability and Value of Property.

As used herein, the term "Property," shall mean the items in whole or in part, in packed or unpacked state, including but not limited to fine and decorative arts, antiques, books, scrolls, artifacts, furniture and household goods, that are tendered to IM or otherwise entrusted to IM for any reason in connection with the performance of storage and/or services pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, it is agreed that IM's liability for loss or damage to Property shall be limited to \$0.60 per pound as determined by the actual weight of the unwrapped Property; provided, however, that such limitation may be increased upon written request by Customer by declaring a value for each individual item of Property to IM that is accepted by IM in writing, which will result in a higher rate being charged for storage services performed under this Agreement. If Customer does not declare a value for any or all of the Property that is accepted by IM in writing, it shall constitute Customer's agreement to limit IM's liability to \$0.60 per pound for any loss or damage to Property. To the extent permitted by law, Customer hereby waives all rights of subrogation against IM, its officers, members, agents and employees, occurring and or arising out of any loss or damage to the Property, to the extent such loss or damage is covered by insurance. Except with respect to claims for loss or damage to Property, the liability for which is set forth above, IM's cumulative, maximum liability arising out of or in connection with this Agreement, regardless of the cause of action and whether arising in Agreement, tort, indemnity, warranty or any other legal theory shall in no event exceed the total fees paid by Customer under this Agreement in the immediately preceding twelve (12) months. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, Agreement or under any other theory. This paragraph is not intended to, and shall not be construed as, excluding or limiting any liability contrary to applicable law or public policy, including by way of example liability for death or bodily injury, with the foregoing limitations. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of this Section shall remain in full force and effect.