



## **Special Terms and Conditions for Operations and Program Management Support**

1. **Statements of Work.** Iron Mountain shall perform the services (the “Services”) detailed in a written Statement of Work (“SOW”). Each SOW will for the Services; (a) be signed by both Parties; (b) detail the Services and Deliverables (as defined herein) to be provided by Iron Mountain; and (c) 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. **Deliverables.** All Deliverables shall be the property of Customer, subject to Iron Mountain’s right to retain copies thereof for quality assurance and records purposes. Notwithstanding the foregoing, Customer shall not acquire any ownership interest in any techniques or methods, which Iron Mountain employs in performing work on the project. Iron Mountain shall be free to use concepts, techniques and know-how developed, used or enhanced in the course of the project in performing services for other clients, with written permission from the Customer.
3. **Limitation of Liability.** Iron Mountain’s maximum aggregate liability arising out of or in connection with the Services 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 the Services 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 is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of the section will remain in full force and effect. This section survives the expiration or termination of the contract for Services.