



BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

Iron Mountain Canada Operations ULC d/b/a Iron Mountain Canada ("Iron Mountain" or "IM") will perform the services described on any schedule ("Schedule") or statement of work ("SOW") annexed to these Basic Terms and Conditions by reference, and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to the Agreement, which consists of the Basic Terms and Conditions, the Schedules, any SOW in effect and the Glossary of terms that can be found at <http://cic.ironmountain.ca>.

The following terms and conditions shall apply to the Agreement.

1. **Term.** The term of the Agreement shall commence on the effective date set forth on any SOW or Schedule incorporating these Basic Terms and Conditions. The initial term of the Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will 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 thirty (30) days prior to the expiration date. In the event that IM continues to hold Deposits after the expiration or termination of the Agreement, the terms of the Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of service by IM, and may thereafter be changed by IM upon thirty (30) days' notice. Transportation surcharges apply and change monthly without notice in accordance with IM's fuel surcharge policy, which may be found at <https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/ca-fuel-surcharge>. Customer requests requiring IM to alter its standard operations, billing or collections policies or procedures may be denied and if approved, subject to additional charges.
3. **Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with the Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or by email. Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.
4. **Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
5. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
7. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding the Agreement and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by the Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
8. **Limitation of Liability.**
 - a. **Value of Deposits.** Customer declares, for the purposes of the Agreement, that (a) with respect to hard-copy

(paper) records, microfilm and microfiche stored pursuant to the Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to the Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

- b. **Liability for Loss or Damage to Deposits.** IM shall not be liable for any loss or destruction of, or damage to, any materials stored with Iron Mountain (“Deposits”), including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss, destruction or damage resulted from IM’s negligence. If liable, for loss or destruction of, or damage to, Deposits IM’s liability is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain’s maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM.
 - c. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM’s liability is limited as provided above. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM.
 - d. **No Consequential Damages.** In no event shall either party be liable for any indirect, consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort (extra-contractual liability), contract or under any other theory.
9. **Notice of Claims.** Claims by Customer must be presented to IM in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
 10. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.
 11. **Payment Terms.** Payment terms are net, thirty (30) days from invoice date unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Customer shall be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Invoices will be sent electronically in IM’s standard format via IM’s standard delivery system to Customer. Customer shall 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 electronic payment. At any time during the term of this Agreement, IM may require Customer to enroll in autopay. Autopay will be required for customers who are consistently late payers. Any change to the IM standard electronic payment method must be approved by Iron Mountain. All payments shall include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM will require full payment in advance.
 12. **Customer Default.** If Customer fails to pay IM’s charges (other than disputed charges) 60 days after the date of an invoice, IM may suspend service. If Customer fails to pay IM’s charges (other than disputed charges) for three (3) months after the due date of the invoice, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days’ written notice to Customer and Customer shall pay IM’s standard price for such destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including the use of third parties and reasonable attorneys’ fees. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section 14, it shall have no liability to Customer or anyone claiming by or through Customer.
 13. **Termination.** Either party may terminate the Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s). Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate this Agreement immediately. If Customer’s financial performance materially deteriorates, IM may suspend performance and/or modify Customer’s payment terms.
 14. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or provincial law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, cheque stock or other items that have intrinsic value. Customer warrants

that it shall only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous conditions. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.

15. **Controlled Goods and Technology.** Customer represents that none of the Deposits stored by IM pursuant to this Agreement are controlled goods or controlled technology within the meaning of the *Defence Production Act* (R.S.C., 1985, c. D-1) and the *Controlled Goods Regulations* (SOR/2001-32). If any Deposits do contain controlled goods or controlled technology, Customer shall immediately notify IM of the specific Deposits and Customer acknowledges that IM may, at its sole discretion, refuse to store those specific Deposits. If IM stores such Deposits, special storage and service rates may apply thereto.
16. **Purchase Orders.** If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through IM's standard mediums 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 shall correct such purchase order within forty-eight hours of request by IM. In this case, the original payment due date shall 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 which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
17. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate. Neither party may assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code, or equivalent legislation, as adopted in the province where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Schedule shall prevail as to the services covered thereby. 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. This Agreement shall be governed by the laws of the province in which Customer's office identified in this Agreement is located except for conflicts of laws principles.
18. **Language.** The parties have agreed that this Agreement be drawn up in the English language only. *Les parties conviennent que le présent contrat soit rédigé en anglais seulement.*
19. **Entire Agreement.** The terms contained in the Agreement, together with any Schedules and/or SOW, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.