

## Iron Mountain's Terms and Conditions for the Supply of SITAD Services

1. **Secure IT Asset Disposition ("SITAD") Services.** IM will perform the SITAD services described in the service specification (the "**Specification**") within a SITAD Statement of Work (as applicable) (the "**Services**") in accordance with these Terms and Conditions. As used herein, this "**Agreement**" shall mean the SITAD Statement of Work (inclusive of the Specification and pricing schedule) and these Terms and Conditions and "**IT Assets**" shall mean the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation: personal computers; monitors; laptops; hard drives; printers; facsimile machines; smartphones; round reel-cassettes, audio or video cassettes, films, cartridges or data cassettes, backup and removable media and other computer equipment and computer related peripherals.
2. **Term.** The term of this Agreement shall commence on the earlier of the date of last signature of this Agreement or the date of commencement of the Services (the "**Effective Date**") and shall continue for one (1) year. Thereafter this Agreement shall 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.
3. **Performance:** IM shall perform the Services in accordance with the Specification, with reasonable care and skill and in accordance with good industry practice and all applicable laws pertaining to IM.
4. **Pricing.** Rates and charges shall be as set out in the pricing schedule within a SITAD Statement of Work. Unless stated in the pricing schedule, rates and charges shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by IM upon thirty (30) days' written notice.
5. **Payment Terms.** Payment terms are thirty (30) days from the date of invoice. Customer shall pay interest and charges in the event of any late payment of undisputed invoices in accordance with the then current rate under the Late Payment of Commercial Debts (Interest) Act 1998. If Customer fails to pay any undisputed charges, whether under this Agreement or otherwise, within forty-five (45) days after the date of an invoice, IM may, at its option: (i) suspend the Services; or (ii) terminate this Agreement; by giving written notice.
6. **Customer Obligations.** Customer represents that it is the owner or legal custodian of the IT Assets and that it has the requisite rights and permissions to provide the IT Assets to IM for destruction or disposition. Customer shall reimburse IM for any reasonable costs, fees or expenses (including reasonable legal fees) incurred by IM in relation to any third party claim or dispute that IM becomes involved in as a result of the destroying or disposing of IT Assets for Customer. Customer shall only deposit IT Assets with IM, and not any other materials that are explosive, flammable, hazardous, illegal, toxic or otherwise dangerous or which are regulated under any applicable law relating to hazardous material. Further, Customer warrants to provide IM with any necessary instructions, information or access reasonably necessary to enable IM to provide the Services.
7. **Confidentiality.** Each party shall not: (i) use the other party's confidential information otherwise than in the performance of its obligations under this Agreement; (ii) disclose the other party's confidential information to any person (save for its directors, employees, and authorised agents to the extent that such disclosure is necessary for the performance of this Agreement and for whose actions the relevant party shall remain liable) except with the prior written consent of the other party. The foregoing shall not apply to confidential information which: (i) is or becomes at any time publicly known other than by the receiving party's breach of this Agreement; or (ii) can be shown by the receiving party to have been known by the receiving party before disclosure by the disclosing party to the receiving party; or (iii) is or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or (iv) is required to be disclosed by law or in order to instruct professional advisers.
8. **Data Protection.**
  - 8.1 The parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA") as set out at [www.ironmountain.co.uk/utility/legal/customer-terms-and-conditions](http://www.ironmountain.co.uk/utility/legal/customer-terms-and-conditions).
  - 8.2 If at any time, the Customer considers the information detailed within Appendix 1 of the DPA, is incorrect or incomplete, the Customer shall promptly notify IM Customer Services in writing.
  - 8.3 The parties agree that in variation of Appendix 3 of the DPA, TES-AMM UK Limited and Network 2 Supplies UK Limited shall be added as an approved Sub-Processor for the delivery of the Services.
9. **Hazardous Materials.** Customer shall only deliver to IM those IT Assets detailed in the Specification. Customer shall not deliver to IM any material considered toxic, dangerous, or regulated under any law. Customer shall indemnify IM for any loss or damage to property, equipment or injury to personnel resulting from Customer's breach of this section.
10. **Limit of Liability.**
  - 10.1 Nothing in this Agreement shall be deemed to be an exclusion or limitation (or attempt to create an exclusion or limitation) of either party's liability for: (i) death or personal claims arising from a party's negligence; and/or (ii) fraud or fraudulent misrepresentation; and/or (iii) any other matter for which it would be unlawful for such party to attempt to exclude or limit its liability.
  - 10.2 The Customer shall indemnify IM in relation to any costs, losses, damage or other liabilities incurred by IM in connection with any claim (including those relating to rectifying any conflict) by a third party that the collection, storage, handling, destruction, wiping, shredding or remarketing of any IT Asset in accordance with the terms of this Agreement is in breach of or infringes any of such third party's contractual, common law or other legal rights.
- 10.3 Subject to clause 10.4, IM shall not be responsible or liable in any manner whatsoever for the destruction or damage to any IT Assets delivered to it for disposition or resale, and shall have no liability for the erasure, destruction or disposal of such IT Assets pursuant to Customer's direction.
- 10.4 IM's total liability in respect of loss of or damage to any IT Assets that takes place after any IT Asset has been assigned a Resale FMV (as defined in the Specification) and the Resale FMV and agreed Percentage Return (as defined in the Specification) has been communicated to the Customer, shall not in any circumstances exceed the value of the Percentage Return. Any liability of IM pursuant to this clause 10.4 shall be payable to the Customer by way of credit to be applied against future Services. IM shall not be responsible or liable for any loss of or damage to any IT Asset(s) prior to the assignment of a Resale FMV to the same or to IT Assets deemed to have no Resale FMV.
- 10.5 Subject to clause 10.1 and clause 10.6, IM shall not be liable under this Agreement unless IM fails to exercise such care as a reasonably careful person would exercise under like circumstances and, if liable, the amount of IM's liability is limited to the aggregate amount Customer paid for the Services during the six (6) months preceding the event which gave rise to the claim.
- 10.6 Subject to clause 10.1, in no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or interruption of business, or the cost of recreating any data or information, regardless of whether an action is brought in tort, contract or under any other theory of liability.
11. **Title.** The parties agree that all the Customer's rights, title and/or interest in and to each IT Asset shall transfer to IM immediately after the data has been erased from the relevant IT Asset and the Customer agrees that it shall have no rights, title and/or interest in and to such IT Asset following the erasure of the relevant data.
12. **Force Majeure.** Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays fire, flood or storm, epidemic, pandemic, terrorist acts or other causes beyond its reasonable control.
13. **Assignment; Performance of Services by IM Affiliates or Subcontractors.** IM may assign this Agreement, in whole or in part, to an affiliate of IM. IM may also delegate or subcontract its obligations to third party subcontractors. IM acknowledges that it shall remain directly responsible to the Customer for any act or omission of its third party subcontractors as if the act or omission were its own.
14. **Additional Services.** This Agreement sets forth the entire agreement of the parties in relation to the Services only. In the event that any other services are provided to the Customer, such services shall be governed by the terms and conditions of IM's standard Customer Agreement for such services (or such other agreement as may be in place between the parties).
15. **Third Party Rights.** The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Agreements (Rights of Third Parties) Act 1999 by any person not a party to it.
16. **Export Control.** Customer represents and covenants that upon the Effective Date 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 IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.
17. **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Court.

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| <p>.....</p> <p><b>(the "Customer")</b></p> | <p><b><i>Iron Mountain (UK) plc</i></b></p> |
| <p><i>Authorised by (signature):</i></p>    | <p><i>Authorised by (signature):</i></p>    |

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| <i>Name of Individual Signing (Print):</i> | <i>Name of Individual Signing (Print):</i> |
| <i>Title:</i>                              | <i>Title:</i>                              |
| <i>Signed Date:</i>                        | <i>Signed Date:</i>                        |
| <i>Address:</i>                            | <i>Address:</i>                            |

