



**GENERAL TERMS & CONDITIONS
(AUSTRIA)**

EFFECTIVE AS OF AUGUST 2022

A) PROVISIONS APPLICABLE TO ALL SERVICE LINES

1 GENERAL

1.1 These General Terms & Conditions ("GT&Cs") set out the legal terms applicable when Iron Mountain provides to the Customer

1.1.1 ongoing hard-copy records management Services against regularly charged fees ("RM Services");

1.1.2 pre-paid hard-copy records management Services ("Prepaid RM Services");

1.1.3 ongoing media management Services against regularly charged fees ("DP Services");

1.1.4 one-off or ongoing scanning Services ("Scanning Services");

1.1.5 one-off or ongoing secure IT Asset disposition services („SITAD Services“).

1.2 These GT&Cs shall only apply to the service lines listed above, unless otherwise stipulated in the respective Service Agreement signed between the parties.

1.3 Clause A) of these GT&Cs stipulate the legal terms applicable to all abovementioned service lines, whereas Clauses B) – E) apply to the there indicated Service line(s) only.

1.4 When a Service Agreement is signed between the parties, it will automatically incorporate the then effective terms of these GT&Cs. Any future change to these GT&Cs will not modify the contents of the Parties' agreement (i.e., always the GT&Cs effective on the signing date will remain applicable). With respect to the Services annex (schedule) of the Service Agreement, however, always the latest available version as published by Iron Mountain will be applicable. Iron Mountain will make all versions of the GT&Cs, whereas the latest, effective version of the Service annexes (schedules) available on its webpage.

2 DEFINITIONS

2.1 In these GT&Cs and the Service Agreements the capitalised words shall have the following meaning.

"Services" The services provided by Iron Mountain to Customer under a given Service Agreement. The services are listed in the respective service annex of the Service Agreement(s).

"Articles" Customer's paper-based, hard-copy documentation/ records on which Iron Mountain provides its Services. Articles are not registered by Iron Mountain separately.

"Media" Customer's data tapes/cassettes, or various types of digital media, on which Iron Mountain provides its Services. Media are only registered by Iron Mountain if stored as loose media items, and not

"Confidential Information"

in Mediacontainers. means all data and information (regardless of the media on which such information is recorded, whether in writing, visual, audio, graphic, digital, or other) which are proprietary in nature and concerning the goods, activity, or affairs of the party disclosing such information to the other

party; with the exception of information that was previously in the knowledge of the receiving party free from any obligation of confidentiality, or that subsequently was made public by the disclosing party, or that is disclosed by a third party entitled to make such disclosure.

"Member"

Those entities which are controlled by, or under common control with either Iron Mountain or Customer.

"COMPANY"

"Box/ Media-container"

The largest storage unit within which the Folders and Articles or Media are stored; Boxes/Mediacontainers are registered by Iron Mountain via separate barcodes;

"Folder"

The storage units within which the Articles are stored. Folders are registered separately, unless agreed with the Customer differently.

"Authorisation Form"

The form which indicates the data of Authorised Users.

"Authorised User"

Private individuals who have been assigned by the Customer in the Authorisation Form to place service orders and to have access to the Articles/Media.

"Calculated Quantity"

Means the pre-estimated quantity of the documents/Articles to be processed, or the pre-calculated volume of Services to be provided.

"Service Agreement(s)"

means the service agreement(s) signed by Customer and Iron Mountain in the subject of either of the service lines listed in Section 1.1. These GT&Cs form inseparable annex to the Service Agreement(s). The Parties may amend all provisions of the GT&Cs by provisioning different terms in the Service Agreement(s).

"Preservation Period"

The period set by the Customer during which the Articles/Media must be retained. In the RM/DP service lines, destruction takes place upon Customer's separate order only, in the Prepaid RM service line, destruction is automatic upon expiry of the Preservation Period.

"Facility"

means the sites where Iron Mountain provides its Services. Based on capacity/logistic planning reasons, Iron Mountain might freely choose at its option at which facility it will store the Articles/Media, or will provide its Services from.

„Image"

means the creation of a digital image of an Article or Articles.

„Resale FMV"

means as defined in the Secure IT Asset Disposition Services Specification.

„Percentage Return"

means as defined in the Secure IT Asset Disposition Services Specification.

„IT Assets"

means the Customer's computer hardware and

electronic equipment processed by Iron Mountain in connection with this Agreement including, without limitation: personal computers; monitors; laptops; hard drives; printers; facsimile machines; smartphones; 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.

3 CUSTOMER WARRANTIES

The Customer:

3.1 will pay the fees for the Services in accordance with the terms of the Service Agreement and these GT&Cs;

3.2 declares that it is the owner or legal custodian of the Articles/Media/Images and has all necessary authority to dispose of the Articles/Media/IT Assets;

3.3 shall not deposit with Iron Mountain securities, jewelry, tickets, cheque stock, documents of title, shares, literary or artistic manuscripts, items that have intrinsic value, or Articles/Media/IT Assets that are explosive, flammable, hazardous, illegal, toxic or otherwise dangerous or which are regulated under any Applicable Law relating to hazardous materials. .

4 FEES AND PAYMENT

4.1 Unless otherwise specified in the Service Agreement the fees shall be invoiced monthly in advance for storage elements of the RM Services, and in arrears for all other Services. The Customer shall pay all invoices within 30 days of the date of the invoice. The fees are net fees, statutory VAT will be added. All other applicable taxes and other fees, such as customs duties, levies, taxes and government surcharges that are incurred exclusively in relation to a specific project and are verifiable, shall be stated separately on Iron Mountain's invoice and shall be borne by the Customer. Customer shall be liable for late charges totalling one and a half percent (1.5%) per month of the outstanding fees balance unless otherwise specified in the Service Agreement.

4.2 If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through Iron Mountain's standard procedures prior to performance by Iron Mountain of the Services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any Iron Mountain 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 Iron Mountain. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to Iron Mountain covering the Services provided under the Services 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 the Services Agreement are expressly rejected by Iron Mountain.

4.3 Customer will pay the fees within the payment deadline stipulated in the Service Agreement. Payment deadline is counted from the date of invoice. If the Customer requires an order number to be included on an invoice to make payment, this must be communicated to Iron Mountain at least 4 weeks prior to the earliest date on which Iron Mountain could issue the relevant invoice. Failure to provide the relevant information in time shall at no time affect the contractually agreed payment terms or Customer's obligation to pay the fees.

4.3 Iron Mountain may – once per any calendar quarter - adapt the fees to changing market conditions, material changes of sourcing costs (e.g. labour, rent, raw materials, supplies), or changes of VAT. In case of price increases that exceed 5 % per year, the Customer shall be entitled to terminate this Agreement in writing within one month upon receipt of the written price increase notification whereby the termination notice period must be 90 days at least. The Customer shall be advised about this termination possibility in writing in any such cases. No price increase will happen during this 90 day termination period.

4.4 In order to keep track with the change of petrol prices Iron Mountain applies the following fuel surcharge on all transportation-related Service fees from the first day of the Service Agreement: <https://www.ironmountain.co.uk/support/>

4.5 Iron Mountain is not entitled to modify on the fee rates for one-off, project-type services (e.g. one-off scanning) and for the prepaid elements of the fees (e.g. prepaid RM).

4.6 Invoices will be sent electronically in Iron Mountain's standard format via Iron Mountain's standard delivery system to Customer. All payments must be made by electronic payment and shall include a remittance document identifying the Iron Mountain invoices to which the payment relates. Customer shall provide written notice of any Fees it disputes on an invoice no later than fifteen (15) days after the invoice date.

4.7 At any time during the term of this Agreement, Iron Mountain may require Customer to settle invoices via Direct Debit.

5 CONFIDENTIALITY

5.1 Parties agree that the Confidential Information of each disclosing Party will be held in confidence by the receiving Party and may be used or disclosed by the receiving Party solely for the purposes permitted by the Service Agreement including as is reasonably necessary for the performance of obligations under the Service Agreement. Each Party shall implement and maintain reasonable safeguards designed to protect the Confidential Information of the other Party, and such measures shall be no less safe and secure than those safeguards utilised by such Party in relation to its own Confidential Information.

6 LIABILITY

6.1 Within the limits stated in Section 6.3 below, and as far as legally permissible, Iron Mountain's aggregate liability under a Service Agreement shall not exceed (i) the amount which in relation to a single (one-off) project, the Customer paid (or has the obligation to pay) to Iron Mountain; (ii) the amount which in relation to Services of an ongoing, continuous nature the Customer paid to Iron Mountain within the last 12 calendar months preceding the occurrence of such liability.

6.2 Within the limits stated in Section 6.3 below and as far as legally permissible, Iron Mountain will have no liability for loss of profit, indirect, consequential and non-material damage arising out of the breach of the Service Agreement.

6.3 The limitations of liability in Sections 6.1 and 6.2 above shall not apply in cases of
- damages caused intentionally or by gross negligence,
- death or bodily injuries,
- negligent breaches of product liability law,

in case of negligent breaches of material obligations („Hauptleistungspflichten“) under the respective Service Agreement, Iron Mountain's liability shall be limited to not typical contractually foreseeable damage.

7 SERVICE ORDERS

7.1 Unless otherwise provisioned in the Service Agreement, Iron Mountain's Services are subject to prior Customer orders. The Customer may order the Services by facsimile or in e-mail. RM Services can be ordered by Iron Mountain's online customer service systems as well (accessible 7 days a week, 0-24). Iron Mountain's customer service is available on working days between 8 am and 5 pm:

Tel.: +49 (0) 800 408 0000
Fax: +49 (0) 40 52108179
E-mail: order@ironmountain.de

8 NOTIFICATIONS

8.1 Any legal notices required under these GT&Cs must be sent by personal delivery or by registered post with return delivery to the interested party's address as indicated in the effective company register. All notices shall be deemed to have been received at the following dates: in case of personal delivery, when the addressee takes over the notification; in case of posting, when the return delivery is signed by the addressee; if the return delivery is not signed, on the fifth business day following dispatch.

8.2 Any formal legal proceedings issued by the Customer against Iron Mountain for loss, damage, or destruction of the Articles and/or IT Assets or any claim or cause of action relating to the provision of the Services shall only be valid if made within 12 months of:

8.2.1 the date of performance of the relevant Services; or

8.2.2 the date when the loss, damage, or destruction of all or part of the Articles has been communicated to the Customer; or

8.2.3 the Customer otherwise becomes aware, or reasonably ought to have become aware, of the same (subject to this date not being more than 12 months after the expiry or termination of the Services);

8.2.4 and the Customer shall be deemed to have expressly waived any such claim after the expiry of the above time limit.

9 TERMINATION, SUSPENSION

9.1 Either party may terminate the Service Agreement with immediate effect by notice to the other party:

9.1.1 if such other Party is in material or continuous breach of its obligations under the Services Agreement and such other party fails to remedy such breach within 20 working days' service of a written notice from the party not in breach; or

9.1.2 if the competent court issues a decision on the winding-up of such other party, or if the competent body of such other party passes a resolution on the dissolution of the party, or if such other Party is entered into bankruptcy proceedings.

9.2 In the event that the Customer fails to pay the fees to Iron Mountain within the respective payment term and fails to remedy such breach within 20 working days' service of a written notice, Iron Mountain may suspend the Services until all outstanding fees are paid in full. This entitlement does not deprive Iron Mountain from exercising its termination right according to Section 9.1.

9.3 As far as legally permissible, if the Customer fails to pay any undisputed sums due under this Agreement within 6 months after the invoice date then without prejudice to Iron Mountain's other rights and remedies at law or under the Services Agreement, Iron Mountain shall be entitled (at the Customer's cost) to destroy any Articles in its possession and the Customer shall indemnify and hold Iron Mountain harmless in relation to any costs, losses, damage or other liabilities incurred by Iron Mountain in relation to any claim by the Customer or any third party relating to the destruction of the Articles.

10 MISCELLANEOUS

10.1 Iron Mountain may use subcontractors. Neither party may assign all or part of its obligations under the Service Agreement(s), without the consent of the other party, except that Iron Mountain is entitled to assign all or part of its obligations to any of its Member Companies with prior notice to Customer. Iron Mountain hereby notifies Customer that it might assign any obligations related to any Service elements of the Service Agreement to Iron Mountain (Deutschland) Service GmbH (HRB 127195).

10.2 Customer agrees to allow Iron Mountain to use its company name and logo for marketing and/or commercial activities (including, but not limited to, using the customer's company name in marketing materials, marketing efforts and/or customer proposals).

10.3 The Customer represents and covenants that throughout the term of the Service 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 the Services 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.

10.4 The Service Agreement shall be governed by and construed in accordance with the laws of Austria. Should any legal dispute arise between the Parties - regardless of the potential foreign residence of the defendant - the Parties submit to the exclusive jurisdiction of the competent Courts of Markgrafenriedl.

B) SPECIFIC PROVISIONS FOR RM AND DP SERVICE LINES

11 TERM

11.1 If the Service Agreement stipulates a definite term, upon expiry of this initial term, the Service Agreement shall continue automatically and continuously for successive one year terms, unless either party gives to the other not less than 90 days' before the expiration of the initial term or the actual one-year prolongation a written notice on its intention not to renew the Service Agreement upon expiry.

11.2 If Customer fails to deliver out/take over its Articles/Media upon cessation of the Service Agreement, and therefore Iron Mountain is compelled to carry out several actions having associated costs (e.g. further storage of Articles/Media, redelivery to the Customer's address), Customer shall be obliged to pay the costs of such storage/actions in an amount equal to 120% of the former Service fees, as long as the Customer's Articles/Media are delivered out from Iron Mountain's facility or otherwise destructed. Iron Mountain shall, however, bear no obligation to carry out these actions after the cessation of the Service Agreement, and even if it takes these actions, it does so at the Customer's sole cost and risk.

11.3 Iron Mountain will be entitled to refuse to return the Customer's Articles/Media before the full settlement of any outstanding fees.

11.4 Parties accept that each delivery of Articles/Media by Iron Mountain to the Customer, except for their permanent withdrawal, shall be considered as temporary transfer, and shall not release the Customer from the obligation to pay for storage of such Articles/Media, since Iron Mountain still provides the space for their storage (stand-by Service).

12 PAYMENT TERMS

12.1 For the storage of Articles, Iron Mountain will invoice the fees monthly in advance, whereas for the storage of Media, as well as for the provision of any other Services, Iron Mountain will invoice the fees on a monthly basis in arrears. Storage will be charged for a full month regardless of the number of days in the month during which the Articles have been in storage. If Customer opted to pay in bundles, bundle prices will be paid monthly in arrears.

13 CONTENT AND VALUE ASSESSMENT

13.1 Iron Mountain registers the Articles by virtue of barcodes shown on the Boxes or on the Folders. In order to ease the identification of Articles, the Customer may provide descriptive information related to the individual Articles on listing sheets, but Iron Mountain will not examine the authenticity of the information, and the Parties will not consider this information as any proof of the Articles' actual content. Iron Mountain registers the Media by virtue of barcodes shown on the Mediacontainers, or in case of individual tape storage, on the Media. In both cases, Customer shall encrypt all data stored on the Media. Consequently, Iron Mountain has no knowledge of the contents of the Articles/Media. Given this, the Customer is obliged to raise Iron Mountain's attention if (due to the specific contents or type of the Articles/Media) the Services are subject to special conditions (such as electronic signing, permit of public archives, etc.). Customer is always obliged to retain on its own systems a back-up copy of the data stored on the Media.

13.2 Iron Mountain does not have any knowledge of the value of the Articles/Media either. For the purposes of this Agreement, the Customer makes the following declaration of value: The Customer warrants that the value of Articles possessed by Iron Mountain is Euro 1 (one) per Box or - in case of open-shelf storage - per linear foot of open-shelf files, whereas the value of Media possessed by Iron Mountain is equivalent to the actual market price of the corresponding physical media, up to a maximum of Euros 26 (twenty six) per media item. For the sake of clarity, Iron Mountain's liability for the loss, deterioration or accidental destruction of the Articles/Media shall be limited to the value declared herein. Customer may conclude an insurance contract with a higher cover.

14 PERMANENT WITHDRAWAL

14.1 Taking into account the technical measures and the capacity required to secure withdrawal of Articles/Media, the duration of permanent withdrawal may exceed the termination/notification period defined in the Service Agreement or in these GT&Cs. For this period, the Customer is continuously obliged to pay the storage fee. The maximum daily service quantity for withdrawal is set in the Services annex.

14.2 No matter of the contract term, the Service Agreement will automatically cease whenever Customer permanently withdraws the full quantity of Articles/Media. If this occurs before the end of the definite term of the Service Agreement, Iron Mountain will charge "Normal Permanent Withdrawal Surcharge" above the „Retrieval Fee" (both specified in the fee table). Also, this surcharge will apply if a) the Service Agreement was concluded for an indefinite term and was terminated without cause (ordinary termination) by either Party, b) if Iron Mountain lawfully terminated the Services Agreement with immediate effect, c) if Customer unlawfully terminated the Services Agreement with immediate effect, or d) if Customer ordered the permanent withdrawal for some Boxes/Folders only (however, in the latter case the Service Agreement shall remain effective obviously).

14.3 If Customer permanently withdrew the Boxes/Folders upon expiry of the definite term (or upon the annual expiry date of the prolongation period), Iron Mountain will charge the "Permanent Withdrawal Surcharge upon Agreement Expiry" above the "Retrieval Fee" (both specified in the Fee Table) only. Parties acknowledge that this surcharge is the remuneration for provided additional services, and it does not prevent Customer from free change of service providers. This surcharge will apply also if the Service Agreement ceases upon mutual agreement of the Parties, or with Customer's lawful immediate effect termination.

15 AUTHORISED USERS

- 1.1 Only the persons assigned by the Customer in the Authorisation Form, or provided with password data for using Iron Mountain's online customer service system, will be entitled to place Service orders. If the order is of an urgent nature, this must be specifically stated in the order.
- 1.2 If Customer uses Iron Mountain's online customer service system, Customer will have the obligation to control and maintain the lists of personnel with whom Customer shares the passwords. With respect to e-mail and fax orders, Customer is entitled to modify the names of authorised personnel unilaterally at any time by notifying Iron Mountain thereabout.
- 1.3 If Customer failed to indicate a password on the Authorisation Form alongside with the name and e-mail address of the Authorised User, Iron Mountain will accept the orders if were submitted from the correct e-mail address. Orders sent by facsimile must be stamped and signed by the Authorised User.
- 1.4 Should the Authorised User be unable to receive the Articles/Boxes at the given location, these shall be delivered to the documentation acceptance department, the reception desk, the security department, or to the designated third-party carrier of the Customer - against a signature of receipt.

2 SECURE DESTRUCTION PROTOCOL

- 2.1 The provisions of this Section are applicable to the RM service line only.
- 2.2 If Customer orders the destruction of Articles/Boxes/IT Assets, actual destruction will not take place until the Customer has signed Iron Mountain's destruction offer.

C) SPECIFIC PROVISIONS FOR THE SCANNING SERVICE LINE

3 SIMPLE COPY PRINCIPLE

- 3.1 Iron Mountain raises Customer's attention that the digitalised image created during scanning is not qualified as an authentic electronic document, and does not equivalently substitute the original paper-based document in official procedures.

4 ADDITIONAL WORKLOAD

- 4.1 No matter that the Parties set a lump sum for the provided scanning Services, Iron Mountain will be entitled to charge additional per item fees (in the amount listed in the Service Agreement), if the factual workload exceeded the Calculated Quantity.

D) SPECIFIC PROVISIONS FOR THE PREPAID RM SERVICE LINE

5 NO REFUND PRINCIPLE

- 5.1 If the prepaid Service quantity does not reach the quantity calculated in the Service Agreement, the prepaid fees are non-refundable. Iron Mountain will not pay a refund either if prior to the end of the Preservation Period, the Customer or the competent authority retrieves the Articles from the facility, stores them at another facility temporarily or permanently, or oblige Iron Mountain to destruct the Articles sooner than the end of the Preservation Period(s).

6 AUTHORISED USERS

- 6.1 Section 15 will apply to the Prepaid RM Service line also - with the following additions.
- 6.2 Customer accepts that Iron Mountain will keep providing access (including order rights) for the listed Authorised Users even when Customer ceased to operate/exist. Customer acknowledges that both during the winding-up/dissolution procedure and after the cessation of the Customer the (former) insolvency practitioner/receiver will have access (including order rights) to the Articles, and may decide to withdraw the access (including ordering) rights of other Authorised Users. After Customer's cessation, Iron Mountain will only meet such service orders, if the person placing the order pays the applicable service fee.
- 6.3 Iron Mountain will without any volume restrictions, automatically meet all official authority requests/warrants related to the Articles, and shall

fully cooperate with the competent authorities. These acts of Iron Mountain will be treated as performing Services, therefore, Iron Mountain will charge to the Customer the itemised fees set in the Service Agreement.

7 CONTENT AND VALUE ASSESSMENT

- 7.1 Section 13 will apply to the Prepaid RM Service line also - with the following additions.
- 7.2 Iron Mountain raises Customer's attention that the documents having an imperishable value or otherwise historically significant must be handed over to the competent public archives, whereas documents containing qualified data must be listed and supervised by the competent authority. Customer represents and warrants that it shall not store with Iron Mountain documents falling into the abovementioned categories. Iron Mountain informs Customer that the social insurance data of Customer's insured individuals must be provided to the pension fund/tax office before Customer's cessation. Customer represents and warrants that it has complied or will comply with the abovementioned statutory obligations.
- 7.3 Iron Mountain raises Customer's attention that the place where Customer locates its invoices, books, tax statements must be notified to the tax authority, and that the competent authority might require the submission of this Service Agreement in order to make sure that the insolvency practitioner/receiver ensured the safe storage of Customer's documents. Iron Mountain hereby gives its consent to indicate its facility as the place of document storage, and to present the Service Agreement to the competent authority.
- 7.4 It is Customer's responsibility to identify the compulsory Preservation Period(s) related to the Articles. When determining these periods, Customer must ensure that the preservation of Articles will not infringe any laws (e.g. data protection laws), and that upon expiry, the Articles become legally destructible, i.e. the destruction of the Articles will not infringe any laws, and will not be subject to special preconditions (such as prior official authorization; permit of public archives, etc.). Taking this into account, Iron Mountain will automatically destruct the Articles upon expiry of the relevant Preservation Period(s).

E) SPECIFIC PROVISIONS FOR THE SITAD SERVICE LINE

- 8 Subject to Section 23, Iron Mountain 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.
- 9 Iron Mountain'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, and the Resale FMV and agreed Percentage Return has been communicated to the Customer, shall not in any circumstances exceed the value of the Percentage Return. Any liability of Iron Mountain pursuant to this Section 23 shall be payable to the Customer by way of credit to be applied against future services. Iron Mountain 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.

