

AGREEMENT ON THE PROVISION OF SITAD SERVICE

Version 1.0 Effective Date 1st January 2022

TERMS AND CONDITIONS

These Iron Mountain Secure IT Asset Disposition Services (SITAD) terms and conditions (these “**Terms and Conditions**”) shall govern any Statements of Work, exhibits and addenda in which they are referenced (which together shall form the “**Agreement**”). Customer and Iron Mountain are each referred to as a “**Party**” and collectively, the “**Parties.**” In consideration of the mutual promises contained herein, the Parties hereby agree to the following:

1. **Secure IT Asset Disposition Services.** IM will perform the IT Asset disposition and related services described on schedules and/or statements of work annexed to this Agreement. All services will be provided subject to the terms and conditions set forth herein and in any schedule and/or statements of work. As used herein, “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, and other computer equipment and computer related peripherals.
2. **Term.** The term of this Agreement shall commence on the Effective Date set forth above and continue for one (1) year after commencement. This Agreement shall thereafter 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. **Pricing.** Rates and charges shall be as specified in the schedules, quotations and/or statements of work and shall be paid by Customer in accordance therewith. 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.
4. **Payment Terms.** Payment terms are net, thirty (30) days. Customer shall be liable for late charges totaling one percent (1%) per month of the outstanding balance. If Customer fails to pay IM’s charges (other than disputed charges) within forty-five (45) days after the date of an invoice, IM may, at its option: (a) suspend service, or (b) terminate this Agreement. At any time during the term of this Agreement, IM may require Customer to enroll in electronic payment (including auto-pay) at no additional charge to Customer if: (i) Customer fails to pay its charges pursuant to the payment terms herein; or (ii) Customer’s annual account charges meet IM’s requirement for electronic payment. Prior to the expiration or termination of this Agreement, IM may require full payment by certified check in advance.
5. **Purchase Orders.** 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.
6. **Confidentiality.** “Confidential Information” means any information relating to the property, business and affairs of the party disclosing such information to the receiving party. Unless such Confidential Information was previously known to IM free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure, it shall be held in confidence by IM and shall be used only for the purposes provided in this Agreement. IM shall use the same degree of care to safeguard Customer Confidential Information as it uses to safeguard its own but, in any event, no less than reasonable care.
7. **Representations and Warranties.**
 - a. Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets (which Assets shall be free from any data) and any materials, deposits or data Customer provides to IM in connection with the IT Assets & services to be performed under this Agreement, and that Customer has the right and authority to sell, convey, and transfer such IT Assets to IM, and that such IT Assets are not subject to liens, security interests, foreclosures, or other encumbrances. Customer agrees to indemnify and hold IM harmless from and against any and all third party claims or demands and related damages and liabilities (including reasonable attorney fees and expenses) arising out of IM complying with its obligations under this Agreement to destroy Customer’s IT Assets, materials or data in the event of a dispute concerning such destruction by IM.
 - b. 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.
 - c. Customer shall only deliver to IM those IT Assets listed as accepted in a schedule or statement of work, and shall not deliver to IM any material considered toxic, dangerous, or regulated under the laws of India .Customer represents and warrants that: 1) the IT Assets do not constitute a “Hazardous Waste”. 2) the IT Assets shall be packaged in a manner to prevent releases into the environment, and 3) that their removal by IM does not constitute a violation of any central, state, or local environmental laws or regulations. 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 indemnify IM for damage to equipment or injury to personnel resulting from Customer's breach of this section.

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- d. IM warrants to Customer that Services will be performed in accordance with all applicable central and state environmental laws and regulations, including, without limitation, regulations governing the “Recycling” and “Reuse” of the Equipment. At the conclusion of the Services and full payment therefor, IM shall execute and deliver to Customer a Certificate of Recycling and/or Destruction in applicable form.
- e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT WILL BE BINDING ON EITHER PARTY AS A WARRANTY.
- f. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.
8. **Limit of Liability.** IM shall not be responsible or liable in any manner whatsoever for the contents of any IT Assets delivered to it for disposition, and shall have no liability for the disposition of such IT Assets pursuant to Customer’s direction. 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. If liable, the amount of IM’s liability is limited to the aggregate amount Customer paid for the particular service during the six (6) months preceding the event which gave rise to the claim. 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.
9. **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 or other causes beyond its control.
10. **Delivery, Shipment and Risk of Loss.** Unless otherwise agreed in a statement of work, Customer shall bear the risk of loss of and any other risk pertaining to the IT Assets until such IT Assets are delivered to IM or its representatives. For purposes of the preceding sentence, delivery of IT Assets shall occur when IM receives physical possession of the IT Assets. It is Customer’s sole and exclusive responsibility to ensure that only the IT Assets intended for processing by IM under this Agreement are delivered to IM. If Customer ships IT Assets to IM via carrier, it is Customer’s sole and exclusive responsibility to ensure that the carrier’s bill of lading or other freight documentation includes an accurate description of the type, quantity and condition of the IT Assets shipped to IM and reflects the correct number of pallets, if applicable. IM shall be entitled to rely solely on the bill of lading or other freight documentation and shall not be liable or responsible to Customer for any claim of inaccuracies or inconsistencies between the bill of lading or other freight documentation and Customer’s records or accounting of the type, quantity or condition of the IT Assets or number of pallets shipped to IM.
11. **Assignment; Performance of Services by IM Affiliates or Subcontractors.** IM may assign this Agreement, in whole or in part, and may delegate or subcontract any or all of its obligations under this Agreement, to an affiliate of IM. Such affiliate may invoice Customer directly. IM may also delegate or subcontract certain of its obligations to its third party vendors and subcontractors. IM acknowledges that it shall remain directly liable to the Customer for the performance of such delegated obligations.
12. **Additional Services.** This Agreement sets forth the complete terms and conditions for IT Asset disposition services only. In the event that any other services are provided under this Customer ID, such services shall be governed by the terms and conditions of IM’s standard Customer Agreement for such services.
13. **Notice.** Any notice made pursuant to this Agreement shall 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.
14. **Governing Law and Submission to Jurisdiction.** In the event of disputes, differences or claims, interpretation of clauses, arising between the parties hereto out of this Agreement, the parties shall first endeavor to settle such disputes, differences or claims by friendly consultation, which should be referred to an Arbitral Tribunal presided over by three Arbitrators, one appointed by each of the parties hereto and the third Arbitrator who shall be the Presiding Arbitrator (“Umpire”) shall be appointed by the two Arbitrators so appointed. The Arbitration proceedings shall be conducted in Mumbai in English language and the same will be subject to and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any enactment thereof. The Parties hereby expressly agree and understand that, nothing contained herein shall restrict either party from seeking any interim injunction or appeal or other equitable relief or filing an appeal against the Arbitral award (if necessary or appropriate) in order to prevent irreparable loss or damages, from a court of competent jurisdiction. This agreement shall be construed in accordance with and governed by the laws prevailing in India for the time being in force and all enactments thereof and for all purposes the Courts in Mumbai alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this agreement.
15. **Third Party Rights.** The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it.
16. **Entire Agreement.** The terms contained in this Agreement, together with any SOW entered into hereunder, 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.