# **RECORDS MANAGEMENT SERVICES SPECIFICATION**

### Ordering of RM Services:

- Authorised Users should place orders for RM Services (as described in its component parts below) using IM's online portal, IM Connect.
- Where this is not practicable, Authorised Users may order RM Services through IM's Customer Services Department via email to atencion.cliente@ironmountain.es
- Authorised Users shall be responsible for providing IM with sufficient information to perform the Services.
- The Fees for the RM Services shall be as detailed in the then current Charges Schedule or as otherwise agreed between the parties.

# At the Customer's instruction IM will provide the following Services:

# Storage of Articles

- IM will maintain space for the Articles within a suitable environment in an IM Facility from which IM will be able to satisfy its obligations under this Agreement.
- The basis upon which the Customer pays for the storage of the Articles (eg, per Container/per file or per Cubic Foot/linear foot) shall determine the treatment of the Article throughout the life of this Agreement. For example should the Customer store at a per Container level the limitations of liability and any permanent withdrawal charges shall be calculated on a per Container basis.
- IM's records storage facilities are configured for the efficient storage of IM's standard archive Containers. IM's operating processes, costs, and pricing are modelled around its standard Containers. Each Container type, including IM's standard archive box, vary in dimensions based upon manufacturer, style of design, weight of loading, and normal wear-and-tear from storage and retrieval.
- There are four main standard Container sizes at IM (1,10, 1,50, 1,66 & 177 cubic foot) and most Containers received for storage are assigned to one of these four categories based on functional equivalence and approximate dimensions, established by assessing the space occupied by a box and not its precise dimensions; cubic footage for billing purposes is then determined. All other box types and Articles received for storage are assigned a specific cubic footage for billing purposes at the time of receipt, taking into account such factors as: shape, weight, loading efficiency, legacy conventions agreed upon with our Customers, compatibility with other Containers already in storage, and past practices used by predecessor storage providers that IM has acquired.

#### Initial Move

- For a new Customer, the initial transfer of Articles to an IM Facility for storage will include: pickup; transportation; inbounding and placement into storage.
- The period of time necessary for the initial move will be agreed between the parties and, where appropriate, detailed within an 'Intake Plan'.
- Where the parties agree an Intake Plan, it shall detail: the volume of Articles to be inbounded; the location from which they are to be collected; the timescales for inbounding; and any other relevant information.
- The Customer acknowledges that IM's Fees for any initial move are based on the assumption that the Articles will be available from a ground floor location, palletized and wrapped prior to collection by IM. Should this assumption prove inaccurate, and in the absence of prior agreement between the parties, IM reserves the right to charge the Customer any additional costs incurred relating to its failure to provide the Articles for collection as anticipated.
- The Customer shall be responsible for providing IM with any required information (which may include completing any transmittal sheets provided by IM) prior to collection of the Articles and shall provide this to IM at the point of collection of the Articles.
- The Customer agrees that where the Articles to be collected are more than 45 kilómetros from the nearest IM Facility that IM may charge additional transportation costs. These additional transportation costs will be detailed in the Intake Plan (if any) or notified to the Customer in advance of collection of the Articles.

# **Receiving and Entry (New Containers)**

Upon arrival of the Containers at the IM Facility IM shall:

- Inbound the Container (in accordance with the Customer's request).
- Assign a size to the Container as detailed above.
- Allocate the Container to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

# Individual Listing (New Files)

Upon arrival of the files at the IM Facility IM shall:

- Inbound the file (in accordance with the Customer's request).
- Allocate the file to a location within an appropriate IM Facility.
- Capture the descriptive metadata from the information provided by the Customer prior to ingestion into SafeKeeperPLUS and/or any other IM system used for recording and tracking Articles in storage.

Note any service performed in addition to the Initial Move, Receiving and Entry (New Containers), Individual Listing (New Files) and Collection Boxes, will be billed as a separate line item on the invoice (e.g. labour hours, individual listing or inventory per file).

# **Retrieval & Delivery**

- Upon request of the Customer IM shall locate, physically identify and, if in storage, retrieve the Article requested by the Customer from the relevant IM Facility. Note any service performed in addition to the retrieval will be billed as a separate line item on the invoice (e.g. permanent withdrawal, destruction, imaging, or secure destruction).
- IM shall deliver the Article(s) to a central location within the Customer's Facility. Unless agreed otherwise as a premium service, IM will not deliver Articles to specific departments or individuals within the Customer's Facility.
- When ordering retrieval services the Customer may elect one of the following delivery options:
  - Standard Delivery: subject to the order being received by IM before 15:00 IM will deliver the Articles within standard working hours but usually between 08:00 and 17:00 as follows: 2 cartons or less; or 10 files or less within 2 business days. Deliveries of 3 or more items will be delivered within 5 business days. A maximum of 50 Articles may be ordered by the Customer using this delivery option; or
  - Rush Delivery: IM will deliver the Articles within 4 hours of receipt of instruction, or within such other period as may be agreed between the parties. A maximum of 5 Articles may be ordered in each Rush Delivery. Note Rush Delivery orders placed and required outside of IM's standard working hours may be provided by IM.
- Should the Customer require a delivery of:
  - o More than 50 Articles by IM at standard delivery rates IM will contact the Customer to agree timescales for the delivery of the Articles;
  - o Any 'List X' Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the delivery of the Articles.
- The Customer must state in any request for retrieval services the type of delivery required. In the event that the Customer fails to specify the delivery option IM will provide a Standard Delivery service.
- For Customers outside of mainland Spain, or in remote provinces or regions, delivery times will be agreed between the parties prior to the provision of Services.

#### Image on Demand

- The Customer may request that IM scan and transmit parts or all of an Article electronically (via Secure File Transport Protocol transfer ("SFTP") or via a secure image repository) to the Customer.

- Upon the creation and storage of an Image or Images by IM, IM shall use reasonable endeavours to notify the Customer that the Image or Images is/are available for the Customer to download via a SFTP, image repository or similar system made available by IM.
- IM shall make the Image or Images available through the SFTP, image repository (or similar system made available by IM) for 30 days following the date of notification referred to above. Following this 30 day period IM may remove the Customer's access to the Image or Images and has irrevocable authority from the Customer to delete such Image or Images.
- IM shall not be liable for a failure to: (i) create an image if IM is unable to locate the required Article: or (ii) to the provide access to the Image or Images due to:
  - factors outside of IM's reasonable control;
  - $\circ~$  any action or inaction of the Customer or its Authorised Users; or
  - the Customer's or an Authorised User's equipment or telecommunications facilities, and/or third party equipment that are not within the sole control of IM.

- The Customer agrees that it shall bear sole responsibility for ensuring that it retrieves the Image or Images in accordance with the terms of this RM Services Specification. The Customer also acknowledges and agrees that in the event that it fails to retrieve the Image or Images within the 30 day period set out above, IM shall not be liable to the Customer whatsoever with regard to the provision of the Image or Images but shall nevertheless be entitled to receive the Fees for the services provided. The Customer agrees that if it wishes to receive the Image or Images that it failed to retrieve within the 30 day period set out above it shall re-request the creation of the Image or Images and this shall be treated as a new request and charged accordingly. Should the Customer wish to receive the contents of a large number of Articles through the method described above, or to benefit from IM's Insight platform, the Customer should contact its account manager.

# Permanent Withdrawal of Articles

- Upon request of the Customer IM shall locate, physically identify and, if in storage, permanently retrieve the Article requested by the Customer from the IM Facility. This applies whether upon termination or expiry of this Agreement or whether as part of the Services during the term of this Agreement.

# **Collection Services**

- The following collection types may be requested by the Customer:
  - o New Containers
    - A Container being sent into storage at an IM Facility for the first time.
  - o Refiles
    - A Container or file, previously retrieved from storage by the Customer, which is being returned to storage at an IM Facility.
- When ordering collection services the Customer may elect:
  - o Standard Collection: subject to the order being received by IM before 15:00 IM will collect the Articles between 08:00 and 17:00 within 5 working days. A maximum of 50 Articles will be collected from the Customer using this delivery option.
- Should the Customer require the collection of:
  - o More than 50 Articles by IM at Standard Collection rates IM will contact the Customer to agree timescales for the collection of the Articles ;
  - o Any 'List X' Articles by IM, IM will contact the Customer within 4 working hours of receipt of the order to agree timescales for the collection of the Articles.
- The Customer must state in any request for collection services the type of collection required. In the event that the Customer fails to specify the collection option IM will provide a Standard Collection service.
- For Customers outside of mainland Spain or in remote provinces or regions, collection times will be agreed between the parties prior to the provision of Services.

# <u>Interfile</u>

- A new file being sent in for storage in an existing box already in storage at an IM Facility.

# Document Insert

A document to be added to an existing file already in storage at an IM Facility.

### **Imaging**

- A box being sent in for storage in an IM Facility requiring the contents be digitally scanned.

# **Article Destruction**

- Authorised Users may request to have a specific Article destroyed. Upon receipt of request the Article will be retrieved from the storage location at the IM Facility and destroyed in a secure and safe manner and in accordance with EN15713. Should the Customer require a significant volume of Articles to be destroyed the parties shall agree timescales for the destruction.
- A certificate of destruction will be supplied to the Customer within 30 days of the date of destruction.

Notice the average execution time for on storage multi-container destruction projects is 60 days since the Customer request, so that any destructions pending at the start of a specific billing cycle will keep on generating storage expenses in that cycle.

# **Contaminated Articles**

- If Article(s) are damaged at Customer premises or otherwise (e.g. mould/damp/age) IM may use a third party supplier to restore the Articles where possible.

# Miscellaneous / Ancillary Services

- The cost and scope of any Services not detailed within this Agreement shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services shall be charged at IM's then standard rates.
- Unless agreed otherwise in writing any such Services shall be subject to the GT&Cs.

# Administration Support & Reports

- As part of the RM Services IM shall, upon reasonable request, provide administrative assistance to the Customer in the management of its accounts.
- The Customer may generate reports through IM Connect, including those detailing Article movement and spend history (split by storage type and services).
- Should the Customer require additional reports or management information to be generated by IM (other than through IM Connect) the Customer agrees to pay IM's reasonable costs in providing such information (which may be charged at IM's discretion).

#### Training

- An introductory training programme on IM's bespoke online records management utility, "IM Connect", is available to Authorised Users free of charge as part of the implementation procedure.
- This training will cover how to place orders for the component aspects of IM's RM Services as described above and any other relevant procedures that may be required.