



**GENERAL TERMS & CONDITIONS
(FINLAND)**

EFFECTIVE AS OF 15 FEBRUARY 2023

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 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 hard-copy records management Services against regularly charged fees for clinical studies ("Clinical RM Services");
 - 1.1.4 pre-paid hard-copy records management Services for clinical studies ("Prepaid Clinical RM Services");
 - 1.1.5 ongoing media management Services ("DP Services");
 - 1.1.6 one-off or ongoing scanning Services ("Scanning Services");
 - 1.1.7 one-off document archiving Services ("Archiving Services");
 - 1.1.8 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) – F) 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 be 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 in Mediacontainers.
"Confidential Information"	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 Company"
Those entities which are controlled by, or under common control with either Iron Mountain or Customer.

"Box/Media-container"
The largest storage unit within which the Folders and Articles or Media are stored; Boxes/Mediacontainers are registered via barcodes;

"Folder"
The storage units within which the Articles are stored. It depends on the applied service line, whether Folders are registered via barcodes.

"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.

"GCP Investigator Material Storage & Availability Agreement Form" and "Investigator"
In the Clinical RM and Prepaid Clinical RM Service lines, this form is signed by the owner of the stored clinical studies, i.e. the Investigator, who has unrestricted right to place service orders and have access to the stored Boxes containing clinical studies.

"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).

"Calculated Quantity"
Means the pre-estimated quantity of the documents/Articles to be processed.

"Preservation Period"
The period set by the Customer in the Prepaid and Prepaid Clinical RM Service Agreements, during which the Articles must be retained. Upon expiry of the Preservation Period(s), Articles will be automatically destructed in the Prepaid RM Service line, whereas they will be destructed in the Prepaid Clinical RM Service line only with the authorisation of the Customer.

"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/IT Assets 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 totaling 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 Service fees shall be fixed until the end of the calendar year in which the Service Agreement was signed. Thereafter, Iron Mountain shall be entitled to adjust the fees at any time by giving not less than 30 days' written notice to the Customer. In making any variation to the Service fees Iron Mountain shall consider factors including changes in labour costs, inflation, price volatility of raw materials (apart from petrol price), real estate costs, foreign exchange rates and general economic conditions. 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/how-it-works/resources/transportation/fuel-surcharge>.
- 4.4 Iron Mountain is not entitled to modify on the fee rates for one-off, project-type services (e.g. one-off scanning and one-off archiving).
- 4.5 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
- 4.6 In the Clinical RM and Prepaid Clinical RM Service lines, Customer will be obliged to pay all applicable fees irrespective of the fact that the service orders will be placed by the Investigator.
- 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 Iron Mountain will not be liable for any damage, except in the event that there is negligence of Iron Mountain. 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; whereas (iii) in case of Prepaid/Prepaid Clinical RM Agreements, 100% of the service fees the Customer paid up front, upon conclusion of the Service Agreement.
- 6.2 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.

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 in e-mail or via fax. Iron Mountain's customer service is available on working days between 8 am and 4 pm:
Tel: +358 9 8256 0214
Fax: +358 9 8256 0210
Email: arkisto@ironmountain.com

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 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.
- 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 Finland. Should any legal dispute arise between the Parties - regardless of the potential foreign residence of the defendant - the Parties submit to the jurisdiction of the competent Finnish Courts.

B) SPECIFIC PROVISIONS FOR THE RM, CLINICAL 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 semi-annually 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 (and in specific cases, on the Folders as well, e.g. Pronto, Refile). 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 these 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, whereas the value of Media possessed by Iron Mountain is equivalent to the actual market price of the corresponding physical media. 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 Boxes/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 Whenever a Box/Media is permanently withdrawn from Iron Mountain's facility irrespective whether this occurs during or upon expiry of the Service Agreement's term, Iron Mountain will charge "Permanent Withdrawal Surcharge" (as specified in the Fee Table) in excess of the retrieval fee.

- 14.3 Permanent withdrawal surcharge will always be calculated per the smallest registered unit of the Articles/Media (depends on the applied service line). E.g., if the Articles are registered per each Folder, permanent withdrawal shall be charged per Folder, whereas if the Articles are registered on a Box-level only, per Box surcharge shall apply.

15 AUTHORISED USERS IN THE RM AND DP SERVICE LINES

- 15.1 In the RM and DP Service lines, only the persons assigned by the Customer in the Authorisation Form will be entitled to place Service orders. If the order is of an urgent nature, this must be specifically stated in the order.
- 15.2 The Customer is entitled to modify the Authorisation Form unilaterally at any time. Any change in the Authorisation Form may take effect if (after the formal inspection of the modified Authorisation Form) Iron Mountain confirmed the application of the new form.
- 15.3 If Customer failed to indicate a password on the Authorisation Form alongside with the name, e-mail and fax address of the Authorised User/Investigator, Iron Mountain will accept the orders if were submitted from the correct e-mail/fax address.

- 15.4 Articles/Boxes/Media will 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.

16 INVESTIGATOR'S RIGHTS IN THE CLINICAL RM SERVICE LINE

- 16.1 The provisions of this Section are applicable to the Clinical RM service line only.
- 16.2 Iron Mountain will accept and meet service orders related to the stored Boxes only if such order was placed by the Investigator or its' representative indicated as such in the GCP Investigator Material Storage & Availability Agreement Form. Services not related to the stored Boxes might be ordered by and will be completed to the Customer as well.
- 16.3 During the term of the Service Agreement, Iron Mountain will accept destruction orders related to the stored Boxes only if the order was received/confirmed both by the Customer and the Investigator. Upon expiry/termination of the Agreement, Iron Mountain will destruct the Boxes upon the Sponsor's sole instruction as well.

17 SECURE DESTRUCTION ACT (PROTOCOL) IN THE RM SERVICE LINE

- 17.1 The provisions of this Section are applicable to the RM service line only.
- 17.2 If Customer orders the destruction of Folders/Boxes/IT Assets, actual destruction will not take place until the Customer has signed Iron Mountain's destruction offer. Scanned signed copy received back via e-mail or simple electronic signature suffices.

18 REQUESTWEB

- 18.1 Services might be ordered via Iron Mountain's online customer service system, the ReQuestWeb.
- 18.2 Authorised Users (in the RM and DP Service lines), and Investigators (in the Clinical RM Service line) will have access to the system. Authorised Users/Investigators are responsible to keep their user names and passwords protected.

C) SPECIFIC PROVISIONS FOR THE SCANNING SERVICE LINE

19 SIMPLE COPY PRINCIPLE

- 19.1 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.

20 ADDITIONAL WORKLOAD

- 20.1 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 AND PREPAID CLINICAL RM SERVICE LINES

21 NO REFUND PRINCIPLE

- 21.1 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 at the end of the Preservation Period(s).

22 AUTHORISED USERS

- 22.1 Sections 15 and 16 will apply - with the following additions.
- 22.2 In the Prepaid RM Service line, 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.
- 22.3 In the Prepaid Clinical RM Service line, Customer accepts that Iron Mountain will keep providing access (including order rights) for the Investigator even when Customer ceased to operate/exist. After Customer's cessation, however, Iron Mountain will only meet such service orders, if the Investigator pays the applicable service fees.
- 22.4 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.

23 CONTENT AND VALUE ASSESSMENT

- 23.1 Section 13 will apply - with the following additions.
- 23.2 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 classified data might 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.
- 23.3 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.

- 23.4 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.).

- 23.5 In the Prepaid RM Service line, upon expiry of the Preservation Period(s), Iron Mountain will automatically destruct the Articles. In the Prepaid Clinical RM Service line, Iron Mountain will only do so, if it receives a destruction order from the Sponsor at least.

E) SPECIFIC PROVISIONS FOR THE ARCHIVING SERVICE LINE

24 ON-SITE WORKS

- 24.1 Since document archiving is usually performed on the Customer's premises, Customer will allow Iron Mountain reasonable access to its related premises. Customer represents and warrants that the premises are safe and are free from any hazardous substances or mixtures. Customer will ensure appropriate working conditions for Iron Mountain to carry out the works.

25 ADDITIONAL WORKLOAD

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

F) SPECIFIC PROVISIONS FOR THE SITAD SERVICE LINE

- 26.1 Subject to Section 26.2, 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.
- 26.2 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 26.2 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.

