

## BASIC TERMS AND CONDITIONS

The following terms and conditions shall apply to the Agreement.

1. **Scope of Services.** Iron Mountain Information Management, LLC (“IM”) will perform the services described on any schedule (“Schedule”) or statement of work (“SOW”) annexed to these basic terms and conditions by reference (collectively, the “Services”), and Customer will pay IM for such Services according to the rates and provisions set forth in the applicable Schedule(s) and/or SOW(s). Services may include, but are not limited to, storage of Deposits and related services, digitization of digital content from Customer’s media assets, ingestion of Customer’s digital content and/or storage of Customer’s digital content in IM’s Digital Content Repository (“DCR”). All Services will be provided subject to the terms and conditions set forth in the Agreement, which consists of these Basic Terms and Conditions, the Schedules and any SOW then in effect. For the purposes of the Agreement, “Deposits” shall mean the hard-copy records, media and other items stored by IM on behalf of Customer under the Agreement and “Data” shall mean any materials, data, content and information provided by Customer and processed by IM in connection with the Services provided under the Agreement, including but not limited to information contained in the Deposits.
2. **Term.** The term of this Agreement shall commence on the effective date set forth on SOW or Schedule incorporating these Basic Terms and Conditions. The initial term of the Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will 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. In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM’s facility, except that IM may adjust rates upon thirty (30) days’ written notice.
3. **Charges.** Customer will pay Iron Mountain for Services according to the rates and provisions in the applicable Schedule(s) or SOW(s). Unless otherwise set forth in the applicable Schedule or SOW, rates and charges for Services 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. Transportation surcharges apply and change monthly without notice in accordance with IM’s fuel surcharge policy, which may be found at <http://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>. Customer requests requiring IM to alter its standard operations, billing or collections policies or procedures may be denied and if approved, subject to additional charges.
4. **Ownership of Deposits and Data.** All Deposits and Data shall at all times remain the property of Customer. Customer warrants that it is the owner or legal custodian of the Deposits and Data and has full authority to store and direct their disposition in accordance with this Agreement. IM will perform Services pursuant to the direction of Customer’s agent(s) identified pursuant to IM’s standards. Authority granted to any persons on standard authorization forms shall constitute Customer’s representation that the identified persons have full authority to order any service, including destruction or deletion of Data.
5. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
6. **Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer’s expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer’s efforts to quash or limit any subpoena, at Customer’s expense.
7. **Confidentiality.** “Confidential Information” means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding the Agreement, its Schedules and IM’s processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party’s written consent. IM shall not obtain any rights of any sort in or to the Confidential Information or Data of Customer. IM shall implement and maintain reasonable safeguards designed to protect Customer’s Confidential Information.
8. **Limitation of Liability.**
  - a. **Value of Deposits.** Customer declares, for the purposes of the Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to the Agreement, the value of such stored items is \$1.00 per carton, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media assets stored pursuant to the Agreement, the value of such stored items is equal to the cost of replacing the physical media or the cost to provide a reasonable alternate physical media type if no longer readily replaceable. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

- b. Liability for Loss or Damage to Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss, destruction or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited to the value of each Deposit as described above in Section 8.a. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM.
        - c. Liability for Non-Storage Services. Iron Mountain's maximum liability with respect to services not related to storage of Deposits is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service.
        - d. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
9. **Data Security.** IM will maintain and enforce appropriate administrative, physical and technical safeguards designed to protect Customer's Data. In addition, IM will cause interfaces between any servers used in providing the Services and the Internet to include firewalls or other online security infrastructure commensurate with industry standards to protect Customer's Data against loss, damage or disclosure. IM shall process Data only to the extent required to carry out its obligations or exercise its rights under this Agreement or in accordance with the instructions of Customer. If Iron Mountain becomes aware of an event that compromises the security, confidentiality or integrity of Customer's Data, Iron Mountain will promptly report the incident to Customer in writing and take appropriate actions to contain, investigate and mitigate the effects of the incident. Upon termination of the Agreement, Iron Mountain shall return Data to the Customer or destroy such Data in accordance with Customer's written instructions, subject to the fees on the applicable Schedule or SOW.
10. **Services Warranty and Disclaimer.** IM warrants that the services provided under the Agreement will be performed in accordance with industry standards and will be provided in substantial conformance with IM supplied documentation applicable to the Services. This warranty is limited and shall not apply to any of the services where the failure to satisfy this warranty resulted, in whole or in part, from Customer's improper use of the Services. In the event of IM's breach of the foregoing warranty, Customer's exclusive remedy and IM's entire liability shall be for IM to promptly re-perform the applicable Services, at no charge, and bring the performance of the Services into compliance with the terms of this warranty. THE WARRANTIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IM UNDER THE AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IM AND WAIVED BY CUSTOMER. THE EXISTING WARRANTIES EXTEND ONLY TO CUSTOMER. IM WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIM OR DEMAND AGAINST CUSTOMER IN CONNECTION WITH THIS SECTION.
11. **Intellectual Property Rights of Iron Mountain; License Grant for DCR.** The Agreement does not convey to Customer any ownership rights in the Services, the technology and/or software used to provide the Services, any "metadata" or indices created by IM in connection with the performance of the Services, any documentation related to the Services created by IM, or any processes used by IM to provide the Services, all of which shall be the exclusive property of IM or its licensors. The Agreement constitutes only a right to use or access IM's intellectual property if included as part of a Service ordered under the Agreement. If access to or use of the DCR is provided hereunder (as set forth in any Schedule), IM hereby grants Customer a limited, nonexclusive license to use the DCR solely in conjunction with the Services provided by Iron Mountain during the term of the Agreement.
12. **Infringement Indemnification.** Customer shall indemnify, defend, and hold harmless IM and its affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands and all liabilities arising out of or in connection with allegations that the Data infringes any intellectual property right of any third party or violates any applicable law. IM shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defense and all related settlement negotiations. IM shall provide any necessary assistance, information and authority and Customer will reimburse IM for any reasonable, documented, out-of-pocket expenses incurred by IM in providing such assistance. IM shall have the right to participate, at its own expense, in the claim or suit. This paragraph shall survive the expiration or termination of the Agreement.
13. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
14. **Payment Terms.** Payment terms are net, thirty (30) days unless otherwise specified in the Schedule or SOW. Customer shall be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance unless otherwise specified in the Schedule or SOW. Invoices will be sent electronically in IM's standard format via IM's standard delivery

system to Customer. Customer shall provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be electronic payment. At any time during the term of the Agreement, IM may require Customer to enroll in auto-pay. Autopay will be required for customers who are consistently late payers. Any change to the IM standard electronic payment method must be approved by Iron Mountain. All payments shall include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits and/or Data upon expiration or termination of the Agreement, IM will require full payment in advance.

15. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) within sixty (60) days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for three (3) months after the date of an invoice, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer and Customer shall pay IM's standard price for such secure destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including the use of third parties and reasonable attorneys' fees. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
16. **Termination.** Either party may terminate the Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations thereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s) and/or SOW(s). Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate the Agreement immediately. If Customer's financial performance materially deteriorates, IM may suspend performance and/or modify Customer's payment terms.
17. **Safe Materials and Premises.** Customer shall not store with IM any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other similar items that have intrinsic value. 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 reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this warranty.
18. **Purchase Orders.** If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through IM's standard mediums prior to performance by IM of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight (48) hours of request by IM. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to IM covering the services provided under the 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.
19. **Miscellaneous.** IM may subcontract its obligations under the Agreement, in whole or in part, to an affiliate. Neither party may assign the Agreement in whole or in part, except to an affiliate, without the prior written consent of the other party. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. Any notice made pursuant to the Agreement may be given in writing at the addresses set out on the Schedule or SOW incorporating these Basic Terms & Conditions. Notices to IM shall be sent to the attention of its General Manager. IM may exercise all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these Basic Terms and Conditions and a Schedule or SOW, the Basic Terms and Conditions shall prevail as to the services covered thereby. Customer represents and covenants that during the term of the 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 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. The Agreement shall be governed by the laws of the state in which Customer's office identified in the Agreement is located except for conflicts of laws principles.
20. **Entire Agreement.** The terms contained in the Agreement, together with any Schedules or SOWs, 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.