



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (together with its SOWs, Change Orders, attachments and exhibits, the “**Agreement**”) is by and between Iron Mountain (UK) Plc, with a place of business at Ground Floor, 4 More London Riverside, London, United Kingdom, SE1 2AU (“**Iron Mountain**”) and [CUSTOMER], with a principal place of business at [ADDRESS] (“**Customer**”).

This Agreement is effective as of the later signature date below (“**Effective Date**”). Customer and Iron Mountain are each referred to as a “**Party**” and collectively, the “**Parties**”.

WHEREAS:

- i. Customer desires to engage Iron Mountain for consulting engagements related to the area of information management and retention; and
- ii. Iron Mountain is interested in performing such engagements for Customer in accordance with this Agreement.

THEREFORE, the Parties agree as follows:

1. **Statements of Work.** Iron Mountain shall perform the services (the “**Services**”) detailed in a written Statement of Work (“**SOW**”). Each SOW will (a) substantially conform to Iron Mountain’s standard template SOW for the Services; (b) be signed by both Parties; (c) detail the Services and Deliverables (as defined herein) to be provided by Iron Mountain; and (d) specify the applicable hourly rate, if the SOW is on a “**Time and Materials**” basis, or the fixed price for the Services and Deliverables.
2. **Change Orders.** Either Party may request changes to the SOW, including without limitation, alterations in, additions to, or deletions from the Services or Deliverables, changes in the sequence of the performance of the Services, or the pricing. The Parties will detail any mutually agreed upon changes to the Services or SOW in writing signed by both Parties (the “**Change Order**”). All Change Orders will substantially conform to Iron Mountain’s standard template Change Order for the Services.
3. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for a period of [INSERT] year thereafter. This Agreement will remain in effect with respect to any SOW already issued until such SOW is either completed or terminated.
4. **Payment Terms.** Payment terms are net, thirty (30) days from date of invoice, unless otherwise set forth in the SOW. Customer shall be liable for interest charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding undisputed amounts. In the event Customer fails to pay any undisputed fees and such failure continues for a period of sixty (60) days, Iron Mountain shall have the right to suspend the provision of Services to Customer or terminate this Agreement.
5. **Termination of Agreement.** Either Party may terminate this Agreement: (a) in the event that the other Party breaches any of its material obligations under this Agreement, unless the breaching Party cures such breach within forty-five (45) days’ following receipt of the non-breaching Party’s written notice thereof; or (b) if the other party has a petition for winding up or for an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or has an administrative or other receiver or an administrator of all or any part of its undertaking or assets appointed or (being an individual or partnership) has a bankruptcy petition presented against it or similar situation arises. Unless otherwise provided in the SOW, (a) if the SOW is on a “Time and Material” basis, Customer may terminate

the SOW without cause by providing ten (10) days' prior written notice to Iron Mountain and paying the applicable fees through the termination date; and (b) if the SOW is a fixed price SOW, Customer may not terminate the SOW without cause. In the event there is no SOW in effect between the Parties, either Party may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

6. **Ownership of Deliverables.** Customer owns the copyright in the contents of all reports, documents, charts and other materials demonstrating the results of the Services delivered to Customer by Iron Mountain ("**Deliverables**"), and the Deliverables will constitute a "work made for hire" to the extent permissible under local copyright law. If the Deliverables are not works made for hire under local copyright law, Iron Mountain assigns the ownership of copyrights in the Deliverables to Customer. Customer hereby grants Iron Mountain an irrevocable, fully paid-up, non-exclusive, worldwide, royalty-free license to: (i) use, reproduce, display, sublicense and distribute the Deliverables; (ii) prepare derivative works based on the Deliverables; and (iii) retain copies of the Deliverables for quality assurance and recordkeeping purposes. Iron Mountain may: (a) use for any purpose, including in connection with any of its customers, the concepts, techniques and know-how developed, used or enhanced in the course of performing the Services; and (b) perform similar services for other customers using its general knowledge, skills and experience, including any gained during the course of performing the Services. Customer will not acquire any ownership interest in the know-how, techniques, or methods that Iron Mountain employs in performing the Services.

7. **Confidentiality.** "Confidential Information" means any: (i) any proprietary, confidential or trade secret information concerning or relating to the property, business and affairs of the party disclosing such information (the "Disclosing Party") that is disclosed to the other party and designated as confidential at the time of disclosure (the "Receiving Party"); (ii) information regarding this Agreement or SOWs; and (iii) information regarding Iron Mountain's processes and procedures. Notwithstanding the foregoing, Confidential Information will not include information that the Receiving Party can demonstrate by reasonably sufficient evidence: (a) was known to the Receiving Party before receipt thereof under this Agreement; (b) is disclosed to the Receiving Party by a third party who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (c) is or becomes generally known to the public or in the trade without violation of either this Agreement by the Receiving Party or any confidentiality obligation owed to the Disclosing Party by any third party; (d) is furnished by the Disclosing Party to a third party without restriction on subsequent disclosure; or (e) is independently developed by the Receiving Party or its employees or subcontractors. The Receiving Party shall use Confidential Information only in the manner and for the purposes contemplated by this Agreement and shall not intentionally disclose Confidential Information to third parties, except as required to be disclosed by law. Nothing herein will preclude either Party from disclosing the existence of this Agreement or generally describing the transactions contemplated hereby. Neither Party shall obtain any rights in or to the Confidential Information of the other Party. Each Party shall implement and maintain reasonable safeguards designed to protect the other Party's Confidential Information. Customer warrants that it shall not disclose to Iron Mountain any information relating to an identified or identifiable natural person ("Personal Data") under this Agreement without Iron Mountain's prior written consent. In such circumstances the parties shall agree appropriate provisions surrounding the exchange and processing of any Personal Data.

8. **Iron Mountain Warranty.** Iron Mountain warrants that: (i) the Services will be performed in accordance with professional industry standards and substantially in conformance with this Agreement, and (ii) the persons it assigns to perform the Services shall have the appropriate skill, training and background to perform such Services in a competent manner. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's sole liability shall be the re-performance of the applicable Service, at no charge to Customer. The warranties set forth in this section are the sole and exclusive warranties of Iron Mountain under this 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 Iron Mountain and waived by Customer.

9. **Limitation of Liability.** Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the amount paid by Customer pursuant to the applicable SOW. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, loss of data, or cost of recreating any data, however caused, under any theory of liability, regardless of whether any remedy set forth herein fails of its essential purpose, and even if a Party knew of or should have known of the possibility of such loss or damage. This section is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law nor shall it be deemed to be an exclusion or limitation (or attempt to create an exclusion or limitation) of either party's liability for death or personal injury claims arising from a party's negligence; and/or fraud or fraudulent misrepresentation. If any portion of this section unenforceable or invalid, the remainder of the section will remain in full force and effect. This section survives the expiration or termination of this Agreement.

10. **Infringement Indemnification.** Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services or Deliverables infringe any third party intellectual property rights, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorises Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability in Section 9. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon: (i) use of or access to the Services or Deliverables in or from an application or environment or on a platform or with devices not authorised in the applicable Iron Mountain published documentation or other requirements specified in the SOW or this Agreement; (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this Agreement. If any Services or Deliverables are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option: (a) procure the right for Customer to continue using or accessing the Services or Deliverables; (b) replace the Services or Deliverables with non-infringing equivalent service or deliverables; or (c) modify the Services or Deliverables to make them non-infringing. This section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Agreement.

11. **Force Majeure.** Any failure or delay by either Party in the performance of its obligations under this Agreement will not be deemed a default or grounds for liability or termination if such failure or delay is caused by an event beyond the affected Party's reasonable control, or by acts of God, governmental actions, labour unrest, acts of terrorism or war, unusually severe weather, riots, or fire (a "**Force Majeure Event**"). The affected Party will be excused from any further performance of its obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Party's inability to perform under the Agreement due to a Force Majeure Event persists for a period of sixty (60) days following the Force Majeure Event, the other Party may terminate only the portion of the Agreement or SOW(s) directly

affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event will not excuse payment obligations under this Agreement.

12. **Non-Hire of Employees.** During the term of each SOW and for one (1) year thereafter, Customer shall not hire, as an employee, independent contractor, or in any other capacity, any individual assigned to perform Services under the SOW who is an employee or independent contractor of Iron Mountain or was an employee or independent contractor of Iron Mountain at any time during the previous six (6) months (unless Iron Mountain terminated that individual's employment or independent contractor agreement).

13. **Dispute Resolution.** In the event a dispute arises between the Parties arising out of or in relation to this Agreement, each of the Parties shall appoint a member of its senior management to attempt to settle the dispute in an amicable and equitable manner.

14. **Notices.** Unless otherwise provided in this Agreement, any notice to be given by one Party to the other shall be in writing and shall be transmitted by recorded post (postage prepaid), or sent by nationally recognised overnight courier. Notice will be effective when received by the addressee. The current addresses for such notices are as follows:

If to Customer, then to:

If to Iron Mountain, then to:

Attn: Director of Legal
Iron Mountain (UK) Limited
Ground Floor
4 More London Riverside,
London,
United Kingdom,
SE1 2AU

15. **Purchase Orders; Order of Precedence.** All pre-printed terms and conditions included on any Customer purchase order shall be of no force or effect and shall not form a part of this Agreement. Except as otherwise provided in this Agreement, in the event of inconsistency between this text and the terms of any other document, the following will be the order of precedence: (i) this text; (ii) the SOW(s); and (iii) any other documents executed by the Parties (excluding mutually negotiated documents that expressly amend the Agreement).

16. **Independent Contractor and Third Party Rights.** The relationship between Customer and Iron Mountain is that of independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the Parties. Each Party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither Party is authorised to act on behalf of the other in any other matter whatsoever. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of this Agreements (Rights of Third Parties) Act 1999 by any person not a party to it.

17. **Assignment.** Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an affiliate. The non-assigning Party shall not unreasonably withhold or delay its consent. For purposes of this Agreement, an affiliate means

any entity controlling, controlled by, under common control with, or having a common parent with Iron Mountain or Customer as applicable.

18. **Choice of Law.** This Agreement will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

19. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

IN WITNESS HEREOF, the Parties hereto have executed and delivered this Consulting Services Agreement as of the Effective Date. This Agreement may be delivered by either or both Parties by delivery of scanned copies of signed signature pages, and will thereupon be legally effective and binding for all purposes.

CUSTOMER:	IRON MOUNTAIN:
Individual Signing: [print name]	Individual Signing: [print name]
Email:	
<i>Signature:</i>	<i>Signature:</i>
Title:	Title:
Signing Date:	Signing Date: