

General Terms & Conditions

The terms and conditions set forth below shall govern the purchase order ("Purchase Order") issued by Iron Mountain Chile S.A. ("Iron Mountain") to the vendor or supplier identified thereon ("Vendor") unless there exists a separate written agreement between Iron Mountain and the Vendor (collectively, the "Parties") that specifies that it governs Iron Mountain's procurement of the Goods or Services ordered from Vendor under the Purchase Order.

1. **General.** Vendor shall provide the goods and/or services in accordance with specifications, delivery dates and prices set forth in the Purchase Order ("Goods" and "Services"). Iron Mountain shall pay Vendor the fees and charges specified in accordance with the terms stated in the Purchase Order.
2. **Taxes and Other Charges.** All applicable sales taxes and other charges such as duties, customs, tariffs, imposts and government-imposed surcharges shall be stated separately on Vendor's invoice, and Iron Mountain agrees to reimburse Vendor for all such applicable taxes or other charges occasioned by the purchase of the Goods or the delivery of Services by Vendor provided that all charges are accurately stated on the Vendor's invoice.
3. **Title and Risk of Loss.** Vendor shall bear the risk of loss of Goods until they have been delivered (and, if required in writing by Iron Mountain, until assembly of such Goods at Iron Mountain's facility) and accepted by Iron Mountain.
4. **Shipping.** The price set forth by Iron Mountain in its Purchase Order includes all shipping, handling and transportation costs to deliver the Goods to the designated Iron Mountain location (estimated if so indicated) and the cost of installing the Goods in Iron Mountain's facility (if so specified) at the indicated location. Goods will be deemed delivered to Iron Mountain when assembled in accordance with specifications and accepted by Iron Mountain.
5. **Inspection.** Notwithstanding any prior inspection or test, Goods are subject to final inspection, test, and acceptance by Iron Mountain at the destination specified by Iron Mountain. If the Goods are of a type that require performance testing, Iron Mountain shall perform such testing promptly after the Goods have been delivered and, if applicable, following Vendor's installation. Iron Mountain shall promptly notify Vendor in writing if the Goods do not meet performance specifications, and Vendor shall promptly perform corrective action to cause the Goods to meet such specifications or promptly replace the Goods with conforming Goods, at no additional cost to Iron Mountain. Iron Mountain's permitting Vendor to perform installation shall not constitute acceptance.
6. **Warranties.** Vendor represents and warrants that: (i) upon acceptance of the Goods or Services by Iron Mountain, Iron Mountain will have free and clear title to the Goods, (ii) the Goods will conform with all performance specifications established by Iron Mountain and/or set forth in Vendor's product literature for the Goods, and such Goods have been designed and manufactured so as to conform to the specifications, (iii) the Goods will be merchantable, of good material and workmanship and free from defects, (iv) all items of the Goods or Services, or Iron Mountain's use thereof, will not violate any copyright, patent, trade mark, trade secrets or other proprietary right of any third party, (v) Vendor has the right and authority to provide Iron Mountain with the Goods or Services (vi) in the case of Services, the Services shall be performed in compliance with all applicable laws and regulations, including but not limited to, implementing and maintaining appropriate security measures for the protection of personal information; and (vii) Services will be performed in accordance with prevailing industry or professional standards by personnel that are familiar with Iron Mountain's requirements and have appropriate skill, training, and background to perform such Services in a compliant manner. In addition, Vendor is responsible for obtaining and maintaining all necessary licenses, permits and other operating authorizations required to furnish the Goods or for the performance of Services.

If the Goods or Services include software, with respect to such software, Vendor represents and warrants that: (i) the software will be free of defects in materials and workmanship, (ii) the software will materially conform to Vendor's

then-current documentation for such software, and (iii) the software does not contain any virus, Trojan horse, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase or transport data or programming or otherwise cause any software or hardware to become inoperable, insecure or incapable of being used in the full manner for which it was designed and created, or provides Vendor or any third party with access to or the ability to alter data or programming code. In the event the software does contain any such third party technology, Vendor warrants that: (1) Vendor has the right to use all such third party technology in the manner necessary to fulfill its obligations, (2) Vendor has the right to grant Iron Mountain use of such third party technology, (3) Vendor is in compliance with all restrictions and requirements

associated with such third party technology, and (4) Iron Mountain's use of such third party technology will not restrict, alter or otherwise encumber Iron Mountain's rights or interests in any technology or intellectual property owned or independently licensed by Iron Mountain.

The warranty period shall be one year from the date of acceptance of the Goods or Services by Iron Mountain.

In the event of the breach of the foregoing warranties, Vendor shall, at no cost to Iron Mountain, promptly repair, replace, modify or re-perform the Goods or Services so as to correct such warranty breach. Vendor makes no warranty with respect to items manufactured and/or installed by others, except that, to the extent of its ability to do so, Vendor hereby assigns to Iron Mountain the benefit of any warranty provided by others.

The warranty entitlements set forth in this Section, cover both Iron Mountain and any customers of Iron Mountain to whom Iron Mountain re-sells the Goods.

Iron Mountain agrees to furnish Vendor prompt notice of all defects of which it becomes aware, either orally or by written notice. Iron Mountain may effect repair or replacement of defective Goods if Vendor fails to or refuses to do so promptly, in which event Vendor shall reimburse Iron Mountain for the cost thereof. Iron Mountain's action to correct defects shall not relieve Vendor of any obligations or liability hereunder or under the Uniform Commercial Code.

7. **Invoicing; Payment.** Vendor's invoices shall be submitted to the address specified by Iron Mountain on the Purchase Order. Unless otherwise specified in a Purchase Order, Iron Mountain agrees to pay invoices within forty-five (45) days of the date of Iron Mountain's receipt of an undisputed invoice from Vendor (but in no event prior to acceptance), provided that such invoice contains an accurate description of the Goods or Services furnished which matches those Goods or Services specified in the Purchase Order and provided further that any taxes or other charges are set forth on a separate line item in a manner that provides reasonable detail to Iron Mountain. Invoices that fail to meet the foregoing requirements shall be returned to Vendor and the payment period will not commence until Iron Mountain receives an accurate and complete invoice. Vendor shall be responsible for its own expenses unless otherwise previously agreed in writing or specified in advance in the Statement of Work, and any previously agreed upon travel expenses shall be in accordance with Iron Mountain's travel policy for Vendors.
8. **Progress Schedule.** If the Purchase Order provides for payment based on completion dates and/or delivery schedules, then Vendor shall promptly notify Iron Mountain of any changes in such completion dates and/or delivery schedules. If requested by Iron Mountain, within five (5) business days of receipt of any work ordering document issued hereunder, Vendor shall prepare and submit for Iron Mountain's approval a more detailed schedule for the delivery of the Goods or performance of the Services. Such schedule shall indicate the dates for the starting and completion of the various stages of delivery and installation, and shall be revised during the course of performance as required by the conditions of the work. No extension beyond the completion date or delivery schedules shall be made unless Iron Mountain approves such extension in writing.
9. **Changes.** Iron Mountain, from time to time, may authorize changes in the Goods or Services, provided however, that Vendor shall not proceed with any change (including, but not limited to any change in cost, quantity, delivery or completion schedule) without prior written authorization from Iron Mountain. Iron Mountain shall confirm all changes in the Goods or Services by giving Vendor a written confirmation of the change. Vendor shall, within five (5) business days of any requested change, furnish to Iron Mountain a written Change Document, signed by the Parties, setting forth in detail the effect of any such changes, including adjustments to the cost, quantity, delivery or completion schedule, if any, for the Goods and/or Services.
11. **Installation.**
 - a. If applicable, Vendor shall select, arrange, schedule and accomplish installation of the Goods, including but not limited to, arranging and effecting delivery of all required materials. Vendor shall begin installation of Goods no later than two (2) business days after delivery of the Goods at Iron Mountain's facility, unless the Parties mutually agree in writing to an alternate installation schedule. It is Vendor's responsibility to visit delivery or installation sites to verify local conditions and to determine that no unusual conditions will be met in the work of installation. Vendor shall only be paid for any reasonable expenses incident to additional work caused by unusual latent conditions that may develop and/or be encountered during installation if such conditions would not have been reasonably anticipated by an experienced installer of the Goods and could not have been discovered until installation had commenced, and provided that Vendor notifies Iron Mountain of the existence of such conditions before performing such additional work.
 - b. Vendor shall ensure that the conduct of the installation crew is professional and non-disruptive to Iron Mountain's business operations. Vendor shall be responsible for all onsite material handling, including unloading of Goods.

12. Insurance. Prior to furnishing the Goods and/or Services, Vendor shall obtain and continuously maintain during the term of the Purchase Order, adequate insurance for the furnishing of Goods and/or Services. Upon request by Iron Mountain, but at least annually and upon any decrease in insurance coverage amounts and/or limits, Vendor shall provide Iron Mountain with certificates of insurance, and, if required by Iron Mountain, shall name Iron Mountain as an additional insured with respect to any general liability insurance.

13. No Consequential Damages/Indemnifications.

a. No Consequential Damages. In no event shall either party be liable for any loss of profit or revenue by the other party, or for any other consequential, incidental, indirect or economic damages incurred or suffered by such other party arising as a result of or related to the Purchase Order, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such loss or damages.

b. Bodily Injury/Property Damage Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party (the "Indemnified Party") harmless with respect to any claim or demand for bodily injury (including death) or loss of or damage to tangible property, to the extent based upon the negligent acts or omissions of the Indemnifying Party, provided that the Indemnified Party provides the Indemnifying Party prompt written notice of any such claim or demand.

c. Intellectual Property Indemnification. Vendor will indemnify, defend and hold harmless Iron Mountain for any action against Iron Mountain brought by a third party to the extent the action is based on a claim that the Goods or Services infringe such third party's patent, trademark, copyright, or misappropriates such third party's trade secret (a "Claim"). Vendor agrees to pay all damages and costs (including reasonable attorneys' fees) attributable to such Claim or those costs and damages agreed to in a monetary settlement of such Claim.

14. Ownership of Work Product. "Work Product" shall mean all deliverables, inventions, innovations, improvements, or other works of authorship that Vendor (or its subcontractors) may conceive or develop in the course of performing the Services, whether or not the Work Product is eligible for patent, copyright, trademark, trade secret or other legal protection. Provider agrees that all such Work Product is considered *work for hire* and shall be the sole and exclusive property of Iron Mountain. If for any reason Iron Mountain does not have sole and exclusive ownership of such Work Product, Vendor hereby assigns, transfers and conveys to Iron Mountain all right, title and interest in the Work Product, including, without limitation, all related worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of reproduction, and any and all other rights of whatever kind or nature. Provider agrees to execute such further documents and to perform such further acts, at Iron Mountain's expense, as may be necessary to perfect the foregoing assignment and to protect Iron Mountain's rights in the Work Product.

15. Compliance with Laws. Vendor represents and warrants that the Goods and the Services shall be manufactured, sold and provided in compliance with all Chilean Laws. Without limiting the foregoing, Vendor agrees that it shall comply with all Laws in the Republic of Chile relating to the employment of labor and non-discrimination against persons based upon race, color, religion, sex, age, disabilities or national origin, as well as other protected groups.

16. Confidential Information. "Confidential Information" shall mean any proprietary, confidential and/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 (the "Receiving Party"), 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 held in confidence and used or disclosed only to the extent reasonably necessary. All such disclosures of Confidential Information shall only be made to those who have a need to know for purposes of performing the obligations under the Purchase Order.

17. Safety and Security. If Vendor is performing Services within an Iron Mountain facility or on its premises, then Vendor agrees to comply with Iron Mountain's policies and procedures relating to safety and security.

18. Data Protection. Vendor recognizes that due to the nature of Iron Mountain's storage business, a high level of security is required to be maintained for the protection of sensitive Personal Data. "Personal Data" is defined as any data related to or associated with an identified or identifiable natural person, including, but not limited to, any Iron Mountain employee information, or Iron Mountain customer information. If it is foreseeable that Vendor and/or Vendor's personnel may have access to any Personal Data at any time in connection with the Purchase Order, regardless of where the Personal Data resides, Vendor agrees to conduct appropriate due diligence and monitor its compliance and performance with the standards and requirements set forth in this Section. Vendor also agrees to implement and maintain adequate technical, physical and organizational controls, consistent with prevailing industry standards, as appropriate to meet its obligations under all applicable state and federal laws and regulations related to the security and privacy of Personal Data, including maintaining a

comprehensive written information security program that meets the requirements of Law #19.628 about protection of private life. Upon termination of the Purchase Order for any reason, Vendor shall return, or, at the written request of Iron Mountain, destroy, and retain no copies of, all Personal Data created or received by Vendor on behalf of Iron Mountain or its customers, and Vendor shall cause its own third party service Vendors to do the same.

Vendor shall authorize Iron Mountain to provide evidence of Vendor's compliance to Iron Mountain's customers and/or regulators, and to provide a summary or a representative copy of the relevant privacy provisions of the Purchase Order with Vendor's subprocessors to Iron Mountain in order to share with Iron Mountain's customers and/or regulators.

19. Term and Termination.

Unless terminated as provided herein, the Purchase Order shall not terminate until satisfactory completion of the work has occurred, as specified in the Purchase Order. Iron Mountain may terminate the Purchase Order without cause, by giving Vendor thirty (30) days advance written notice. In the event of termination without cause by Iron Mountain, Iron Mountain agrees to pay Vendor for all of the Goods or Services delivered up to the date of termination, based upon the actual Goods delivered or hours worked by Vendor (but not to exceed the fixed price amount if a fixed price has been agreed upon under the Statement of Work or Purchase Order), provided Vendor delivers to Iron Mountain all such Goods or Services in a satisfactory manner up to the effective date of termination, including, but not limited to, notes, reports, and analyses and other stated deliverables, whether completed or in progress, which shall be compiled in an organized and understandable format.

Either party may terminate the Purchase Order for material breach of the other party's obligations and/or warranties, provided, however, the terminating party shall give the other party at least thirty (30) days prior written notice of the breach and opportunity to cure within the thirty (30) days. If the non-breaching party has a reasonable belief that such material breach cannot be cured within thirty (30) days, such party may terminate the Purchase Order immediately, unless otherwise mutually agreed upon by the parties. Termination for material breach shall not preclude the terminating party from exercising any other remedies at law.

20. Notices. All notices given by one party to another under the Purchase Order must be in writing and shall be transmitted by certified mail, postage prepaid, or sent by nationally recognized overnight courier. Notices shall be addressed: (a) in the case of notices given by Iron Mountain, to Vendor's address and to the attention of the authorized agent, identified by Vendor in the Statement of Work or an invoice; and (b) in the case of notices given by Vendor, to Iron Mountain's mailing address at El Taqueral 266, Lampa, Santiago, STX: Panamericana Norte 18.900, Lampa, Santiago, and to the attention of its General Manager.

21. Relation of the Parties. The performance by Vendor of its duties and obligations under the Purchase Order shall not create or imply an agency relationship between Vendor and Iron Mountain, nor shall the Purchase Order be deemed to constitute a joint venture or partnership between the parties. If Vendor employs the use of its own personnel, employees or contractors under the Purchase Order, Vendor shall assume full liability for payroll withholding, worker's compensation and other statutory contributions for such individuals as they are not employees of Iron Mountain. Iron Mountain's sole obligation shall be to pay the Vendor at the agreed-upon rates in the Purchase Order.

22. Miscellaneous.

a. Time is of the Essence. Time for delivery of the Goods and/or performance of Services is of the essence in the Purchase Order.

b. Survival. The terms, provisions, representations and warranties herein shall survive the delivery of the Goods and Services and payment of the fees and charges.

c. Amendment. No amendment or modification to the Purchase Order shall be effective unless it is in writing

d. Entirety. The Purchase Order constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and undertakings with respect to the subject matter.

e. Waiver. No term or provision hereof shall be waived except in writing, and specific waiver in any one instance shall not constitute a waiver of any other instance.

f. Force Majeure. Neither party shall be liable for a delay in its performance of its obligations under the Purchase Order due to causes beyond the delayed party's reasonable control.

g. Assignment. Vendor may not assign or subcontract the furnishing of goods and/or services from this Purchase, in whole or in part, without Iron Mountain's prior written consent. Iron Mountain may assign the Purchase Order to an affiliate, in whole or in part.

h. Release of Liens. All Goods delivered and Services performed under the Purchase Order shall be free of liens and encumbrances. Vendor shall obtain releases of liens executed by Vendor and Vendor's subcontractors prior to final payment.

i. Severability. If any term herein is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions will remain in full force and effect.

j. Governing Law. The Purchase Order and its Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Chile.

k. Arbitration. All disputes or difficulties arising out by reason of the interpretation, performance, enforcement or breach of the Purchase Order and its Terms, shall be settled by Arbitration under the Rules of the Arbitration Center of the Chamber of Commerce of Santiago A.G. in full force and effect at the time that the Arbitration is requested. The Parties shall appoint the arbitrator by mutual agreement or, in the absence of an agreement, the Parties may confer an Irrevocable Special Power of Attorney to the Chamber of Commerce of Santiago A.G., so that, at the written request of either party, an arbitrator may be appointed by them from among the members of the Arbitration Body from the Arbitration Center of said Chamber. By the mere fact that one of the parties requires the appointment of the arbitrator, it shall be deemed that there has been no agreement for the appointment of same. No appeal whatsoever will proceed against the resolutions of the arbitrator; hence the Parties expressly waive to same. The arbitrator is particularly empowered to resolve all matters related with its competence and/or jurisdiction.

l. Publicity. Vendor agrees not to use Iron Mountain's name, trademark or logo in any way on its web site or in any of its advertising or other written material provided to third parties, shall not create a link, either directly or indirectly between Vendor's web site and Iron Mountain's web sites, and shall not insert a reference or attribution to the Vendor, without the prior written consent of Iron Mountain. Vendor agrees to seek approval from a Vice President of Corporate Marketing and Communications of Iron Mountain to issue any news release or public communication in which Iron Mountain or its activities with the Vendor are mentioned.