



General Terms & Conditions

The terms and conditions set forth below shall govern the accompanying purchase order (“Purchase Order”) issued by Iron Mountain Data Centers, LLC (“Iron Mountain”) to the Vendor or Supplier identified thereon (“Vendor”) unless there exists a separate signed 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.

1. **Acceptance.** The agreement by Vendor to furnish the Goods and/or Services (as defined below) hereby ordered, or its furnishing such Goods and/or Services, in whole or in part, shall constitute acceptance by Vendor of these General Terms and Conditions. By accepting the Iron Mountain Purchase Order, Vendor acknowledges receipt of and agrees to comply with these General Terms and Conditions. Iron Mountain shall not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Vendor inconsistent with or in addition to the terms and conditions set forth herein shall be void and of no effect unless specifically agreed to by Iron Mountain in writing. These General Terms and Conditions, together with the Purchase Order and any statement of work applicable to Services (“Statement of Work”), any modifications accepted in writing by Iron Mountain and data relating to price and delivery shall constitute the entire agreement between the parties (collectively this “Agreement”).
2. **General.** Vendor shall provide the goods and/or services in accordance with specifications, delivery dates and prices set forth in this Agreement (“Goods” and “Services”). Iron Mountain shall pay Vendor the fees and charges specified in accordance with the terms stated in this Agreement.
3. **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.
4. **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.
5. **Shipping.** The price set forth by Iron Mountain in its Purchase Order or Statement of Work 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.
6. **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.
7. **Warranties.**
 - a. 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 and its entering into this Agreement shall not conflict with any contractual or other relationships to which Vendor is bound (vi) in the case of Services, the Services shall be performed in compliance with all applicable federal, state, and local laws and regulations, including but not limited to, implementing and maintaining appropriate security measures for the protection of personal information as required by MA 201 CMR 17.00 et. seq., 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.

- b. 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, unsecure 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 under this Agreement, (2) Vendor has the right to grant Iron Mountain use of such third party technology under this Agreement, (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 pursuant to this Agreement 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.
 - c. The warranty period shall be one year from the date of inspection and acceptance of the Goods or Services by Iron Mountain.
 - d. 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.
 - e. The warranty entitlements set forth in this Section 7 cover both Iron Mountain and any customers of Iron Mountain to whom Iron Mountain re-sells the Goods.
 - f. 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 affect 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.
- 8. Invoicing; Payment.** Vendor's invoices shall be submitted to the address specified by Iron Mountain on the Purchase Order or Statement of Work. Unless otherwise specified in a Purchase Order or Statement of Work, Iron Mountain agrees to pay invoices within sixty (60) 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.
- 9. Progress Schedule.** If the Purchase Order or Statement of Work 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.
- 10. 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 this Agreement, adequate insurance for the furnishing of Goods and/or Services in the minimum amounts set forth below, which may be amended from time to time.

a. **Iron Mountain Minimum Insurance Requirements:**

- i. Workers' Compensation: statutory limits;
- ii. Employer's Liability: \$1million per employee per event;
- iii. Commercial General Liability: \$1million per occurrence, \$2million in the aggregate;
- iv. Business Auto Liability: \$1.0 million per accident;
- v. Errors and Omission: \$5.0 million per occurrence;
- vi. Crime Insurance: \$2.0 million per occurrence;
- vii. Cyber Liability: \$5.0 million per occurrence

b. **Certificate of Insurance**

- i. 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 shall name Iron Mountain, its parents, subsidiaries, affiliates, directors, officers and employees, successors and assigns as an additional insured with respect to any general liability insurance.
- ii. Vendor hereby agrees to waive subrogation against Iron Mountain, and that Vendor's insurance policies shall include a waiver of subrogation provisions
- iii. Vendor agrees with respect to claims arising out of your performance, Vendor's insurance shall be primary and Iron Mountain's insurance shall be excess and non-contributory.
- iv. Vendor's obligations to maintain insurance shall in no way limit the liability or obligations assumed by Vendor under the Purchase Order.
- v. In addition, Vendor shall, upon Iron Mountain request, provide Iron Mountain with a performance payment bond in the amount equal to the value of the labor and/or services performed in connection with the project identified on the Purchase Order.

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 this Agreement, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such loss or damages.
- b. **Indemnification.** To the fullest extent permitted by law and notwithstanding anything otherwise contained herein to the contrary, Vendor shall indemnify, defend and hold Iron Mountain harmless from any and all claims brought against Iron Mountain by third parties and all resultant costs, expenses and reasonable attorneys' fees incurred by Iron Mountain to the extent such claims arise out of or are in connection with Vendor's services or goods under the Purchase Order, including, without limitation, (i) defective workmanship, quality or materials in or in relation to the Goods and/or Services; (ii) any and all liens and charges of every type, nature, kind or description which may at any time be filed or claimed against Iron Mountain real property, or any portion thereof, or the improvement situated thereon, as a consequence, direct or indirect of any of Vendor's acts or omission; (iii) any losses by reason of the use or misuse by any Vendor party of our real property or any portion thereof or the improvements situated thereon and/or (iv) any and all re-inspection fees levied against Iron Mountain as a result of faulty or inferior workmanship and/or materials of Vendor. The foregoing indemnification obligations shall not apply in the event and to the extent that the claim or demand arises as a result of Iron Mountain's negligence.
- c. **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.

- d. **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. Vendor 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 to 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. Vendor 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 relevant federal, state and local laws and regulations. Without limiting the foregoing, Vendor agrees that it shall comply with all federal, state and local laws, regulations and orders 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") under this Agreement, 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 in the performance of obligations under this Agreement. 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 this Agreement, and who are bound by a written agreement with the Receiving Party to guard such disclosed Confidential Information. Vendor shall notify Iron Mountain of any unauthorized disclosure of Confidential Information.
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, which may include performance of criminal background investigations and drug testing and Iron Mountain IT Information Security Requirements. Vendor shall immediately notify Iron Mountain of any incidence that may impact contracted services for Iron Mountain.
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 this Agreement, 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 18. Vendor further agrees to comply with all reasonable Iron Mountain policy requirements, including execution of a separate Data Protection Agreement. 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 MA 201 CMR 17.00; and Industry Standard Safeguards, which shall mean those safeguards widely accepted by information security professionals as necessary to reasonably protect data during storage, process and transmission; consistent with the sensitivity of and widely recognized threats to data. Upon termination of this Agreement 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. Upon reasonable request, Vendor shall permit Iron Mountain to examine any Personal Data in Vendor's possession or custody to confirm compliance with the requirements set forth herein. Vendor shall immediately notify Iron Mountain of any security breach, which notification shall also be sent to

IMDCCompliance@ironmountain.com. Vendor and/or Vendor's personnel shall comply with the following provisions, to the extent Vendor processes European residents' Personal Data:

- a. During the term of this Agreement, Vendor shall self-certify compliance with the EU-US Privacy Shield and U.S.-Swiss Safe-Harbor frameworks, and promptly notify Iron Mountain in writing in the event Vendor ceases to be self-certified under either framework. Vendor will cooperate with Iron Mountain to execute EU standard contractual clauses or another mutually acceptable solution;
- b. To the extent Vendor can only access European residents' Personal Data, Vendor shall assist Iron Mountain (and its customers) with responding to European residents' legitimate requests to access, rectify, delete or transfer their Personal Data;
- c. 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 this Agreement with Vendor's subprocessors to Iron Mountain in order to share with Iron Mountain's customers and/or regulators;
- d. Vendor shall maintain records of its processing activities as set forth in Article 30 GDPR;

19. OSHA Requirements. Goods shall be designed and manufactured in compliance with the Occupational Safety and Health Act of 1970, as amended from time to time ("OSHA"). Acknowledging that injuries sustained by Vendor employees at Iron Mountain sites may require their recording on Iron Mountain's site OSHA log, in the event of a totally or partially disabling injury or the removal of Vendor's employee from the Iron Mountain site with respect to continued work as a result of injury, Vendor agrees to provide the applicable Iron Mountain site with sufficient information to fulfill its OSHA recordkeeping responsibilities. The information required includes but is not necessarily limited to information necessary to complete the OSHA Form 301 associated with the injury and ongoing data to update any ongoing restricted duty or lost time from work. Vendor agrees to continue to provide this information until maximum reporting criteria are met.

20. Term and Termination.

- a. Unless terminated as provided herein, this Agreement shall not terminate until satisfactory completion of the work has occurred, as specified in the Statement of Work or Purchase Order. Iron Mountain may terminate this Agreement 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.
- b. Either party may terminate this Agreement 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 this Agreement immediately, unless otherwise mutually agreed upon by the parties. Termination for material breach shall not preclude the terminating party from exercising any other remedies it may have under this Agreement or at law.

21. Notices. All notices given by one party to another under this Agreement 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 745 Atlantic Avenue, Boston, MA 02111, and to the attention of SVP, Global Procurement, with a copy to 615 N 48th Street, Phoenix, AZ85008 and to the attention of Vice President, Legal.

22. Relation of the Parties. The performance by Vendor of its duties and obligations under this Agreement shall not create or imply an agency relationship between Vendor and Iron Mountain, nor shall this Agreement 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 this Agreement, 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 Statement of Work or Purchase Order.

23. Miscellaneous.

- a. Code of Conduct. Vendor shall comply with Iron Mountain's Code of Ethics and Business Conduct which is available at: www.ironmountain.com/code.
- b. Time is of the Essence. Time for delivery of the Goods and/or performance of Services is of the essence in this Agreement.
- c. Survival. The terms, provisions, representations and warranties herein shall survive the delivery of the Goods and Services and payment of the fees and charges.
- d. Amendment. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.
- e. Entirety. This Agreement 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.
- f. 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.
- g. Force Majeure. Neither party shall be liable for a delay in its performance of its obligations under this Agreement due to causes beyond the delayed party's reasonable control.
- h. Assignment. Vendor may not assign or subcontract this Agreement, in whole or in part, without Iron Mountain's prior written consent. Iron Mountain may assign this Agreement to an affiliate, in whole or in part.
- i. Release of Liens. All Goods delivered, and Services performed under this Agreement shall be free of liens and encumbrances. Vendor shall obtain releases of liens executed by Vendor and Vendor's subcontractors prior to final payment.
- j. Severability. If any term of this Agreement 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 of this Agreement will remain in full force and effect.
- k. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The parties consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for any action or proceeding brought by either party in connection with or arising out of this Agreement.
- l. Dispute Resolution. The following procedure shall be followed in all disputes other than breaches of material obligations under this Agreement which Iron Mountain and Vendor cannot resolve informally. The aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the nature of the dispute. The persons identified for purposes of notices set forth in Section 22, or their designees, shall meet (in person or by telephone) within fourteen (14) days after the date of the written notification to attempt to resolve the dispute. If those persons are unable to agree on a resolution, then senior management personnel of each of Iron Mountain and Vendor having authority to resolve the dispute without the further consent of any other person ("Management") shall meet or otherwise act promptly to facilitate an agreement. If Management cannot resolve the dispute within thirty (30) days after their initial meeting or other action (or in case either party fails to participate in the dispute resolution), either party may take such other and further action as it deems necessary. Iron Mountain and Vendor agree that neither of them shall take any legal action unless and until this dispute resolution procedure has been employed or waived.
- m. Equitable Relief. Vendor acknowledges that monetary damages may be an inadequate remedy for breach by Vendor of this Agreement and, accordingly, Iron Mountain may enforce this Agreement, without following the alternative dispute resolution procedures set forth herein, by seeking appropriate equitable relief.
- n. 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.

24. U.S. Government Flow Down Clauses.

- a. If the goods or services provided by Vendor are used in support of a Prime Contract with the Federal Government, Vendor will comply with the following provisions of the Federal Acquisition Regulation (FAR), 48 CFR Part 52:
 - i. [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) if the agreement exceeds \$5,000,000 and has a performance period of more than 120 days;

- ii. [52.222-54](#), Employment Eligibility Verification (JUL 2012);
 - iii. [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) if the agreement offers further subcontracting opportunities. If the agreement(except agreements with small business concerns exceeds \$650,000 (\$1,500,000 for construction of any public facility), the Vendor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities;
 - iv. [52.222-26](#), Equal Opportunity (Mar 2007);
 - v. [52.222-35](#), Equal Opportunity for Veterans (Sept 2010);
 - vi. [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010); and
 - vii. [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496) (for agreements that exceed \$10,000 and that will be performed wholly or partially in the United States).
- b. If Iron Mountain informs Vendor that services to be performed by Vendor are subject to the Service Contract Act of 1965, 41 USC § 6701 et seq. (“SCA”), as implemented by the Department of Labor in 29 CFR. Part 4 and FAR Subpart 22.10, Vendor will comply with (a) FAR 52.222-41, Service Contract Act of 1965 (Nov 2007); and (b) [52.222-17](#), Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
 - c. (i) Vendor represents that as of the time of award of this Agreement, the Vendor and its principals are not debarred, suspended, or proposed for debarment by the Federal Government; and (ii) Vendor will include the requirements of FAR 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors, Debarred, Suspended, or Proposed for Debarment (Dec 2010) (appropriately modified for the identification of the parties) in each subcontract that exceeds \$30,000 in value and is not a subcontract for commercially available off-the-shelf (COTS) items, as defined in FAR 2.101.
 - d. As used in the referenced FAR clauses “Contract” means this Agreement; “Contracting Officer” means the U.S. Government Contracting Officer; “Contractor” and “Offeror” means Vendor; “Prime Contract” means a prime contract between Iron Mountain and the Federal government or between a customer of Iron Mountain and the Federal Government; and “Subcontract” means any contract placed by Vendor with lower-tier subcontractors under this Agreement.
- 25. Affirmative Action Notice.** Vendors and subcontractors are notified that they may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 61-741.5(a); 41 CFR Section 60-1.4(a) and 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.

This Vendor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This Vendor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

- 26. HIPAA Compliance.** The Vendor certifies that it does not maintain, create, receive, or transmit Personal Health Information, (“PHI”), which shall have the same meaning as the term ‘protected health information’ in 45 CFR §160.103 and shall include any PHI of Iron Mountain and/or its customers, and therefore is not a Business Associate, as defined by 45 CFR 160.103, for the purposes of this Agreement.