

IRON MOUNTAIN PROPOSAL FOR

CITYWIDE DOCUMENT MANAGEMENT SERVICES

SOLICITATION NUMBER: 269-2019-090

VOLUME # - 1 TECHNICAL PROPOSAL

SUBMITTED TO: CITY OF CHARLOTTE, NORTH CAROLINA

SUBMITTED BY: IRON MOUNTAIN INFORMATION MANAGEMENT, LLC

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Boston, MA 02110

DUNS: 621417633
CAGE CODE: 1F2Y7

Submission Date: June 24, 2020

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4.1.1. COVER LETTER

June 24, 2020

Ms. Tracey Keyes
City of Charlotte Department of General Services
City Procurement, 9th Floor
CMGC 600 East Fourth Street,
Charlotte, North Carolina 28202

Ms. Keyes,

Iron Mountain Information Management, LLC is pleased to submit this proposal in support of the City of Charlotte, North Carolina Request for Proposal (RFP) for Citywide Document Management Services (RFP# 269-2019-090).

The City of Charlotte and the various state and local agencies mentioned in the RFP under the Charlotte Cooperative Purchasing Alliance (CCPA), are seeking a vendor to provide documentation lifecycle services to include storage, shredding, and scanning/digitization services for various counties, departments, and agencies across several states, including South Carolina, Georgia, and Tennessee, among others. The City is seeking a vendor with a web-based portal for locating, tracking, and archiving the records in storage and producing a variety of usage reports and metrics.

Our enclosed proposal supports the requirements specified in the RFP Section 4.1, “Proposal Content,” and inclusive of the RFP Section 6, “Required Forms.” Iron Mountain’s price proposal for the services specified within the RFP are valid for 180 days from the submission deadline date.

Iron Mountain’s ability to service the City of Charlotte and the CCPA affiliates is further enhanced by a dedicated team of professionals with the experience necessary to provide a comprehensive solution.

The signature on this page is to acknowledge RFP Addenda and to attest that all information provided in this proposal is true and correct. If you have any questions regarding this proposal, please contact Michael Curcio, Business Development Executive (full contact info provided below and on pg. 8).

Kari Eaton, Business Development Executive
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Date: 2020.06.23 15:29:49 -0400'

4.1.2. PROPOSED SOLUTION

4.1.2.1. COMPANY BACKGROUND

Pertinent Company Information

Company Legal Name and Headquarters Location	Iron Mountain Information Management, LLC One Federal Street Boston, MA 02110
Regional Office	1821 Michael Faraday Drive Suite 100 Reston, VA 20190
DUNS Number	621417633
Tax ID	23-2588479
Business Size	Large Business
Years in Business	69 years (est. 1951)
Public Sector Clients	50+

Contract Terminations

Iron Mountain is a \$4Billion dollar company operating in over 40 countries. As part of our day-to-day business, we regularly enter into and conclude numerous types of contracts, with different types of customers, vendors and other business partners, in a wide variety of jurisdictions which are subject to a variety of different laws. As such, Iron Mountain would not be able to identify the number of contracts which have terminated over the past two years and the reasons for said terminations.

Company Litigations

Iron Mountain is a large, publicly traded company with over \$4B in annual revenues. As such, we are occasionally involved in litigation matters in various states and other jurisdictions in the ordinary course of our business. Please see Iron Mountain’s most recent Form 10-Q filed with the U.S. Securities and Exchange Commission for more information on current matters.

<http://investors.ironmountain.com/company/for-investors/financial-information/sec-filings/default.aspx>

Company Overview

Established in 1951, Iron Mountain is considered one of the first records management companies in the country. Iron Mountain has demonstrated continued success, steadily increasing revenue as a result of strategic acquisition, extensive service offerings, a focus on service quality, and a demonstrated ability to satisfy the complex information management requirements of our customers.

As the global leader in information management services, Iron Mountain provides record management, data management, information governance, and information destruction services for more than 225,000 organizations around the world. Iron Mountain offers Government agencies a comprehensive array of information management solutions that help government agencies secure their physical and digital assets to lower costs, mitigate risks, meet compliance and improve access to mission critical information.

Trust and Accessibility

We understand that our most valuable asset is trust. From the everyday to the extraordinary, our customer's rely on Iron Mountain to securely store information and assets – with a chain of custody that ensures that they are protected and accessible when needed.

Global Presence

Iron Mountain maintains a global network with more than 1,450 facilities comprising of 90 million square feet of real estate worldwide. Our fleet encompasses more than 3,600 vehicles which make approximately 15 million trips per year worldwide. Currently, we have more than 675 million cubic feet of hardcopy records in storage; over 10 million linear feet of medical records under management; more than 89 million pieces of media and 68 exabytes of data under highly secured data protection.

Security

At Iron Mountain, security is a never-ending process of setting safeguards, testing their effectiveness, and continually refining them to get stronger. We abide by the strictest industry standards for safeguarding information and ensuring data privacy.

Comprehensive Solutions

Iron Mountain offers a comprehensive array of information management solutions that help you know what information you have, where it is stored, and how to get to it quickly and confidently to reduce costs, risks, and inefficiencies unlocking its inherent value. Our ability to service the City of Charlotte (the City) is further enhanced by a dedicated team of professionals with the experience necessary to provide a comprehensive solution.

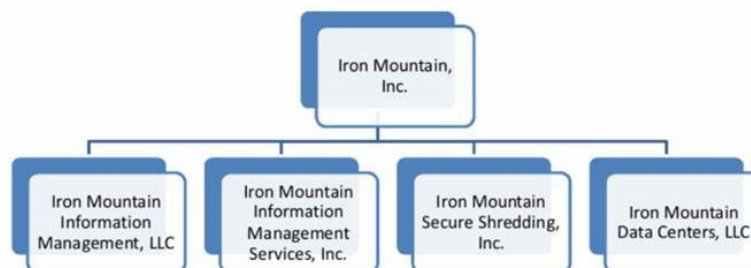
Company Organization

Iron Mountain Information Management, LLC is a subsidiary of Iron Mountain Incorporated (incorporated in the State of Delaware).

For a full leadership team profile, please see the following link:

<https://www.ironmountain.com/about-us/leadership.aspx>

Iron Mountain Incorporated is the parent entity to the following subsidiaries:



Relevant Experience

Information Governance and Digital Solutions

Iron Mountain's digitization capabilities include more than 20 years of experience with paper based materials including, radiographs, x-rays, microfiche, microfilm, delicate/onion skin documents, HIPAA documents, library services, books, journals, newspapers, manuscripts, loose leaf notebook, loose

material in file folders, archival documents, maps, oversized documents, damaged/remediation documents and catalog cards. Iron Mountain maintains one of the industry's largest information governance consultancies including record managers, privacy specialists, legal researchers, lawyers, and library scientists. Iron Mountain's Advisory Services provides our customers with more than 25 years of experience.

Records Management Solutions

Iron Mountain's records and information management services include standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, offsite/onsite destruction, carton purchases, and specialized labor. Iron Mountain provides our customers with industry best practices, defined processes, and tested procedures to support the overall records program as well as provide effective support to our customer's records programs. With Iron Mountain's comprehensive solution, our customers have the ability to locate, access, and deliver any records when required. As a trusted industry leader, we actively work with customers to tailor solutions to meet their information management needs of today and the future.

Document Destruction Solutions

Iron Mountain understands our customers have a requirement to protect against privacy information theft and breaches, which provides our customers the assurance that all documents and media are destroyed safely and securely. We have designed our operating procedures based upon many years of experience—enabling us to provide our customers with the most reliable, consistent and secure service. Iron Mountain's Secure Shredding provides our customers with resources and proven expertise to create, implement, and monitor a comprehensive, compliant, cost effective, and sustainable information destruction program. Leveraging Iron Mountain's destruction best practices our customers are able to maintain a consistent, auditable chain of custody from pickup to destruction; stay current and compliant in an ever-changing regulatory climate; retain complete visibility via reporting and online monitoring tools that help maintain control over the program, services, and costs.

Reference 1: Richland County Government, Community Planning & Development Department, Register of Deeds Division—Iron Mountain provides Richland County with its Policy Center and Global Research services. Iron Mountain Policy Center is a cloud-based retention policy platform that helps customers comply with retention and privacy laws and regulations. The program is designed to enable Customers to identify its record types, establish categorizations for those record types, classify each record type by category and determine an appropriate retention period for each category. Project methodology involves: consulting and advisory services to help develop and maintain a defensible and comprehensive Records and Information Management program; providing automated, up-to-date industry-appropriate retention recommendations for in-scope jurisdictions that are researched, curated, and vetted by legal experts within local geographies and mapped to retention schedules; and utilizing PCS, a cloud-based research authoring and distribution platform, in concert with GRS, Iron Mountain's cloud-based repository of legal retention obligations, to enable records retention schedules to be systematically shared with the organization and integrate the County's retention schedule with its Iron Mountain-stored inventory.

Reference Point of Contact: William P. Henry, Records Management Specialist

Contact Info: henryw@rcgov.us (803) 576-1914

Contract Term: Three (3) years with two (2) automatic renewals (starting 2019).

Reference 2: City and County of Denver, CO—Since 2012 Iron Mountain provides the City and County of Denver, CO with multiple document management services, including: records and media storage, climate-controlled storage of 1200 boxes for the City Recorder’s Office, and document destruction (secure shredding).

Reference Point of Contact: Karen Kindblade, Records Management Specialist

Contact Info: Karen.kindblade@denvergov.org / (720) 944-6003

Contract Term: Multiple contracts/projects dating back to 2012

Reference 3: County of Clark, NV—Iron Mountain provides various public agencies within the County of Clark, NV with Records Management and Documentation Programs, including document scanning/imaging, indexing, and media destruction (Secure IT Asset Disposition).

Reference Point of Contact: Mercedes Ward, Records Management Specialist

Contact Info: wardm@clarkcountynv.gov / (702) 455-5161

Contract Term: Multiple contracts/projects dating back to 2013

4.1.2.2. COMPANY QUALIFICATIONS

Ability to Provide Services

With Iron Mountain’s comprehensive solution, the City of Charlotte will have the ability to locate, access, and delivery any records when required. We will provide the City with the confidence to entrust their records management with Iron Mountain’s proven processes, practices, and thinking. As a trusted industry leader, we actively work with customers to tailor solutions to meet their information management needs of today and the future. The City can leverage this experience to understand a changing regulatory landscape and assist with the development of a compliance based and legally credible records management program.

The City will have the ability to document these guidelines and store them in a centralized online repository that is easily accessible by all members of the organization. Additionally, the City will be able to run a host of informative reports about retention and disposal practices, helping to evaluate performance and maintain compliance. In addition, the City will be able to develop a process for suspending the destruction of any records based on their internal or external needs.

Iron Mountain’s comprehensive records and information management services include standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, destruction, carton purchases, and specialized labor. Iron Mountain will provide the City with industry best practices, defined processes, and tested procedures to support the overall records program.

Once Iron Mountain assumes physical custody and responsibility for the City’s material, all records are tagged and classified using customer defined terminology, tracked with bar-coded labels, and made available on our intuitive IMConnect web portal, helping the City to quickly locate and retrieve the information required to address internal and external requests. Retention schedules, records storage policies and procedures, and other Iron Mountain services can also be requested through the portal. Iron Mountain also has the storage capacity to account for bringing on additional departments (accounts) throughout the duration of this contract.

Transition of Services

Iron Mountain is highly focused on the security of records and chain of custody while in transition, applying various protocols to protect City assets. Figure 9-4 highlights the workflow necessary to transfer physical records from the City’s current locations to Iron Mountain and have the records available for City retrieval five (5) business days after transfer from existing storage facilities. These critical steps will allow for easy receiving, storage, and locating of records; making access to information assured and reliable.



Figure 4-1. Box Transfer Workflow

To migrate materials, Iron Mountain will complete the following steps at the City/Customer facility:

Planning – Iron Mountain Project Manager (PM) works with the facility, and designated points of contact, to coordinate planning and provide training on transfer process.

Planning – Necessary supplies (e.g., labels, extra boxes) are delivered to the facility prior to the transfer commencement. Iron Mountain PM schedules pick-up and documents the order in our inventory tracking system.

- 1) Day 1 – On transfer day, asset-tracking labels are applied to each pallet that are part of the shipment and subsequently scanned by the Iron Mountain driver at the records center loading dock.
- 2) Day 1 – Pallets are placed onto an Iron Mountain or third party shipping vehicle. Once vehicle is fully loaded, materials are transported to the pre-determined Iron Mountain facility.
- 3) Day 2 – Upon receipt of materials at the Iron Mountain facility, a Records Specialist will scan the asset-tracking label at the receiving dock during the unloading process
- 4) Day 2 – Barcodes are added to each box and subsequently scanned to formally receive the box into the Iron Mountain facility. The SKP tracking system is immediately updated indicating that a box has been “scan-received.”
- 5) Day 3 – Metadata capture of information from boxes (on boxes with) is performed by Records Specialists, either manually or by scanning the legacy barcode.
- 6) Day 3 to Day 4 – Records Specialist will print unique “put-away” barcode labels, apply them to each processed box, and move boxes to the storage area.
- 7) Day 4 – Boxes are placed in their final storage location in the racking system.
- 8) Day 4 – Final scan of box is performed to log the unique location identifier in the tracking system.
- 9) Day 4 to Day 5 – Metadata captured from boxes is entered into the SKP system and matched against the box registry that the City is responsible for submitting.

At the conclusion of the transfer process, records and historical City box/file level information is available for viewing in IMConnect. Iron Mountain takes pride in providing industry-leading protection for all customers’ assets while in transit and storage. Iron Mountain’s Project Manager will provide the City with status of transfers on a regular basis, including milestones, metrics, and issues.

Communication Plan

Iron Mountain will serve each City with a dedicated account team for any support, questions or issues (should they arise) with the contract. Upon award, Iron Mountain will set up a dedicated email address for the City to seek customer support and provide an escalation contact chart for Account and Operations teams. See more details below:

Account Team	Contact Information
Contract Point of Contact	Sheila Poggi - Contracts and Compliance Manager Phone: (703) 889-6151 Email: IMGS-SLEDContracts@ironmountain.com



Primary Point of Contact	Michael Curcio - Business Development Executive Phone: (609) 480-6587 Email: Michael.Curcio@ironmountain.com
State, Local & Education SME	Gary Mitchell - Business Development SLED - East Phone: (803) 207-2081 Email: GaryE.mitchell@ironmountain.com

Customer Support Model

Based on the evolving requirements of our customers Iron Mountain for Customer Service is available to you 24/7/365 through the following methods:

- Phone: 1-800-934-3453
- Email: askcustomerservice@ironmountain.com
- Fax: 1-800-934-5348

To place orders for Records Management or Shredding questions regarding order completion, status updates on order requests, consultation before placing an order

- Phone: 1-800-934-3453
- Email: order@ironmountain.com

For account maintenance, general service questions, status on service request, IM Connect questions and billing/invoice questions.

- Email: AskCustomerService@ironmountain.com
- Expedient issue resolution is a critical element of Iron Mountain's position as a service industry leader. We rely on our trained, professional staff and our systemic quality assurance mechanisms to provide timely, responsive solutions to any issues that may arise.
- Once resolved, the issue is closed and tracked for quality assurance and statistical reference. Daily issue resolution reports are provided to senior management. District, regional, and division management track and review reports summarizing issues by operating unit to ensure that proactive steps are being taken to address the root causes of recurring issues.
- Iron Mountain implemented tools and programs to expedite the issue resolution workflow utilized by our Customer Care Team. Program improvements include significantly increased first-call resolution, reduced number of call transfers, and self-service portals. We conduct regular customer satisfaction surveys to monitor our progress, identify any trends, and follow up on any open items that may be shared.
- Regardless of the nature or severity, communication is vital to fully understand problems and agree on appropriate courses of action. Formal communication channels exist to ensure issues are communicated at the appropriate level. At Iron Mountain, we believe the responsibility for customer satisfaction belongs to every employee.

Scanning Services

Iron Mountain’s core digitization services include day forward and backfile scanning for bulk digitization, as well as Image on Demand services that offer our customers a low-cost, efficient option for the digital retrieval of documents in Iron Mountain’s storage facility. Iron Mountain works with our customers to select and develop an appropriate digitization approach to support their digitization requirements, document access requirements and budgetary considerations.

Our digitization processes and procedures ensure our customers receive accurately digitized documents. Iron Mountain’s digitization capabilities include paper based materials including but not limited to books, journals, newspapers, manuscripts, loose leaf notebook, loose material in file folders, and other archival documents, maps, and catalog cards. Additionally, Iron Mountain can process microform documents such as microfilm, microfiche, and microcards.

Document Conversion Process

Iron Mountain has established Standard Operating Procedures (SOPs) for its Document Conversion process, **Figure 4-2**. Our Imaging Center staff is trained on the procedures, and adherence to them is verified through the Internal Audit group as part of the regular site inspections. These SOPs include the establishment of documentation for each distinct application, training acknowledgement for each operator involved in the application, tracking and logging of tasks and operators and Quality Assurance (QA) inspections with any resulting corrective actions. Our SOPs also include a process for quickly retrieving and returning documents that the customer needs to have back during the imaging process. Documents can be returned either electronically through our image-on-demand service, or in hard copy.

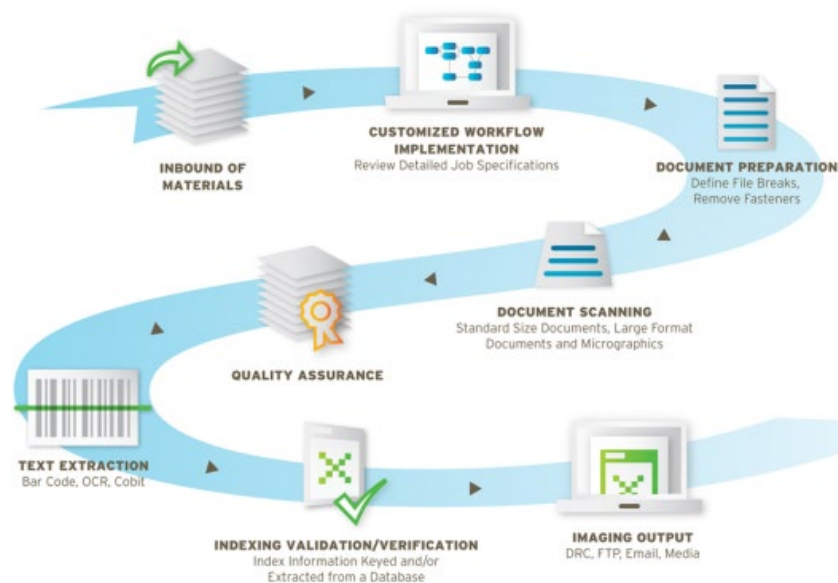


Figure 4-2. Iron Mountain’s standard Document Conversion Process

Document Conversion Facilities

Iron Mountain is prepared to support our customer’s current and future digitization needs via a vast network of over 80 facilities with imaging capabilities in North America. Iron Mountain maintains eight (8) large scale Imaging Centers of Excellence located within the continental U.S. and as a

company, scans over 100 million images/month. Our U.S. Imaging Centers are located in: Atlanta, GA; Jessup, MD; Dallas, TX; Cerritos, CA; Freehold, NJ; Boyers, PA; Livermore, CA; St. Louis, MO.

All Iron Mountain imaging facilities operate under the same best practice processes, employee qualifications, and equipment to ensure reliable and consistent delivery of imaging services no matter where services are rendered. Iron Mountain can accommodate document conversion projects with very high volumes or other special specifications that require additional capacity beyond Iron Mountain's existing imaging footprint. Iron Mountain's ability to scale imaging resources offers our customers national coverage to meet current requirements and the flexibility to accommodate future needs.

Document Conversion Equipment

At Iron Mountain, we provide each customer an image conversion solution based on their needs in order to deliver high quality electronic images of their data. Typically, we utilize Kodak BBH nGenuity production scanners to perform high-volume scanning. These scanners handle a wide variety of paper types and conditions and operate at 90, 125 or 150 pages per minute. For manual handling of documents that cannot be fed through a high volume scanner, we use Fujitsu 6770C with flatbed capability. Large-format scanning generally takes place on IDEAL large format scanners.

Iron Mountain's standard image capture software is Kofax Capture, implemented in an enterprise environment. This industry-leading package drives a wide variety of capture devices, provides batch process control and sequencing and generates a wide variety of output to feed business and content management systems. Applications can be uniquely defined to fit the capture, process flow, and output requirements, resulting in consistently high-quality document image and index packages. The automation capabilities of the software are employed where possible to reduce human workloads and costs. These features include barcode recognition, machine printing recognition (OCR), handwriting/hand-printing recognition (ICR), mark recognition (OMR), forms recognition, and data match and merge.

The enterprise environment allows centralized management for all connected locations and supplies considerable post-scan processing resources for computer-intensive tasks such as PDF generation. Individual scanning applications (batch classes) may be created anywhere and uploaded to the central servers and may be distributed to any site in a matter of minutes. In conjunction with Iron Mountain's Standard Operating Procedures, this supports consistent image conversion processes and results for customers wherever the scanning takes place.

Electronic Document Management Software

Iron Mountain InSight Essential Edition is a subscription solution that combines scanning of physical documents and digital storage in a secure cloud repository accessible through Iron Mountain Connect™, our web-based customer hub. You have the option to ingest documents from other digital repositories.

Iron Mountain scans, indexes and ensures quality control to meet your document conversion requirements. Leveraging optical character recognition (OCR) technology through Google Cloud Vision API, the contents of your documents are completely searchable by text or index, available for many file types and in 50 plus languages. Once your physical documents are digitized, you can securely store, search and access them in a modern, secure cloud storage repository.

Digital documents stored in other repositories can also be ingested to have all of your documents together for centralized visibility and access. Your electronic information will be encrypted at rest, and

during transmission across a secure network with access restricted by encryption keys that you own and manage. Role-based permissions enable authorized users to access only the information that they need, wherever and whenever they need it.

Digital documents stored in other repositories can also be ingested to have all of your documents together for centralized visibility and access. Customers may perform exports of documents within InSight to other platforms as well.

InSight Essential Edition is a secure cloud repository accessible through Iron Mountain Connect™, our web based customer hub. Your electronic information will be encrypted at rest, and during transmission across a secure network with access restricted by encryption keys that you own and manage. Role-based permissions enable authorized users to access only the information that they need, wherever and whenever they need it.

Data is stored in Google Cloud Platform (GCP) InSight Essential Edition backs up data every four hours. Data backups run in multiple zones with failover built into the architecture.

Iron Mountain uses CA Securecenter to enforce security measures, including but not limited to:

- Password complexity/expiration policies
- Three tier network architecture/multiple firewalls
- Vulnerability scanning/remediation
- Salted SHA encryption for user passwords
- HTTPS communication protocol

Access to InSight Essential Edition is available 24 hours a day 7 days a week.

**Please note that Iron Mountain InSight Essential Edition Services requires its own unique set of Standard Terms, which we have included as an attachment with our submission.*

Quality Control Plan

Iron Mountain's internal management process serves to synchronize the quality management functions including: Performance Monitoring and Control, Problem Identification, Resolution, and Risk Management, and Quality Assurance (QA). We developed an Operational Excellence program to monitor contract performance, trends, and issues with internal leadership teams dedicated responsible for process, technology, and training enhancements through root cause analysis.

Performance Monitoring and Control

Performance Monitoring and Control function is responsible for the overall project execution and ensuring all tasks are performed on time and within acceptable quality levels. Iron Mountain institutionalized our Operational Excellence Program (OEP) to actively monitor and manage quality during the performance of our contracts. Iron Mountain's OEP enables continuous improvement by establishing targets, providing support tools and systems, and measuring three key areas: service, quality and production. All of our North American facilities are part of this program and held accountable for meeting stringent performance measures. Industry standard metrics are tracked such as box and file accuracy, on-time delivery and pickup, incoming material put-away, on-time destruction processing, and quality of customer care calls.

Iron Mountain is committed to continuously improving our operational excellence and quality. The overall result of our OEP is an improved customer experience. As we become more efficient, we increase quality and service levels with our customers.

- Each quarter, we review results and set targets for performance around service, quality and production.
- We perform root cause analysis on any safety and security incidents on breakdowns in chain of custody procedures.
- We provide support for operations to achieve the targets.
- Each week, we share scores with team members, indicating how well each market/territory/area performed against the targets in order to continuously improve.

The OEP encompasses Key Performance Indicators (KPIs) across all product lines and many aspects of our business that are rolled up to an overall service and quality score for the operations. Examples include: box file retrieval accuracy; file retrieval accuracy; on-time delivery and pickup service; incoming material put-away; quality of customer care center phone calls. The City will have the opportunity to adopt and enhance many of the quality assurance aspects of our KPIs to best suit the Citywide Document Management Program. Key aspects to this program include an Iron Mountain team with cross-functional representation, monthly reports with SLA metrics, customized standard operating procedures, and continual support from key Iron Mountain personnel such as specialists in NARA regulations, security, and contracting.

Problem Identification, Resolution, and Risk Management

Iron Mountain mitigates the risk of exposure and damage to all records in our storage facilities by applying strict standards to several process areas including:

- Structural integrity in the design of our records centers and storage systems
- Employee training
- Strict adherence to procedures governing the transportation, handling, and storage of customer materials

Our experience, coupled with proven processes and procedures, will provide the City with the assurance that Iron Mountain's complete solution provides for reduced risk to the vital records stored within our facilities.

Quality Assurance

Through Quality Assurance (QA), Iron Mountain focuses on continuous improvement of our ability to deliver the services required by our customers in a timely and cost effective manner. It is a deliberate effort to continuously improve upon each of the activities and processes that are carried out to achieve maximum, consistent quality. More specifically, the QA function is the means by which our team will continually identify, assess, evaluate, and implement new operational technologies, services, and techniques to improve our ability to deliver the highest level of quality and the most competitive solutions to the City during the performance of this contract.

Our QA initiative ensures processes continuously link quantitative feedback from all operational levels as inputs for making strategic improvements. Activities associated with our QA process include global internal audits performed as an independent appraisal activity chartered to examine and evaluate the company's activities as a service to the organization. The objective of Iron Mountain's Internal Audit

Department is to assist Iron Mountain management in the effective discharge of responsibilities by providing independent, objective assurance, and consulting services. Internal Audit accomplishes this by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of the business risk management, internal control, and governance processes. Internal Audit results are tracked and reported, via the OEP.

Our Imaging Centers offers premium safeguarded quality control by utilizing an American National Standards Institute/American Society for Quality Control (ANSI/ASQC) Standard Z1.4 at a 1.0 Acceptable Quality Level (AQL). This standard is a statistically valid sampling plan that covers the sampling of data or records and specifically addresses defects and nonconformity. The plan specifies exactly how many items should be reviewed within a lot based on statistics. It specifically states when a unit is acceptable or unacceptable based on the quality review results.

This standard was chosen as a minimum standardized quality control measurement to be applied to all imaging processes. The objective is to ensure quality in the products created by Iron Mountain.

Our Quality Control plan, that fundamentally ensures search-ability and share-ability, is specifically designed to review and monitor the quality of the customer's information throughout the entire imaging process. As the work passes through each phase of the imaging process, it is quality checked randomly by unit. Upon reaching the final phase of the imaging process, Iron Mountain will have produced a quality product that multiple persons have reviewed prior to delivery, and the customer can be assured that Iron Mountain has taken many precautions to prevent unacceptable images/indexes.

Additionally Iron Mountain offers 100% Paper to Image Quality Control. This is often required within our Life Sciences Vertical and for audited documents.

Corrective Actions

In the event that a non-conforming issue occurs related to the records facility, storage, records requests or transportation of materials, Iron Mountain and the City will have an established process for identifying and remediating the deficiency with a corrective action. In the event of an urgent issue, Iron Mountain's Program Manager will work directly with the COR to remediate the deficiency with an appropriate corrective action. All remediation plans will include service level agreements for how quickly an issue or unserviceable request will be reported to the City, delivery of the correction action plan, and procedures for determining a timeline to resolve the issue.

Storage Services

Iron Mountain's comprehensive records and information management services include standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, destruction, carton purchases, and specialized labor. Iron Mountain will provide our customers with industry best practices, defined processes, and tested procedures to support the overall records program as well as provide effective support to our customer's records programs.

Once Iron Mountain assumes physical custody and responsibility for our customers material, all records are tagged and classified using customer defined terminology, tracked with bar-coded labels, and made available on our intuitive IMConnect web portal, helping our customers to quickly locate and retrieve the information required to address internal and external requests. Retention schedules, records storage policies and procedures, and other Iron Mountain services can also be requested through the portal.

Defined Workflows

Incoming Material Workflow

Iron Mountain’s proven workflows ensure chain of custody and proper care for our customer’s informational assets. Iron Mountain’s workflows combine standard operating procedures with multiple barcode scan points to ensure records are accurately processed. Incoming workflow (**Figure 4-3**), drives secure, reliable service, and augments the quality of records indexing for improved access and management. Highlights of our workflow elements that will greatly assist our customers include:

- **Triple-Check Workflow.** Like all of our checks and balances, these process redundancies protect the security and chain of custody of your information.
- **Data Entry Validation.** We validate that all new items are received with descriptive information. Whether that information is keyed by us or by you via Iron Mountain Connect, it’s another example of the checks and balances we use to ensure quality inventory control.

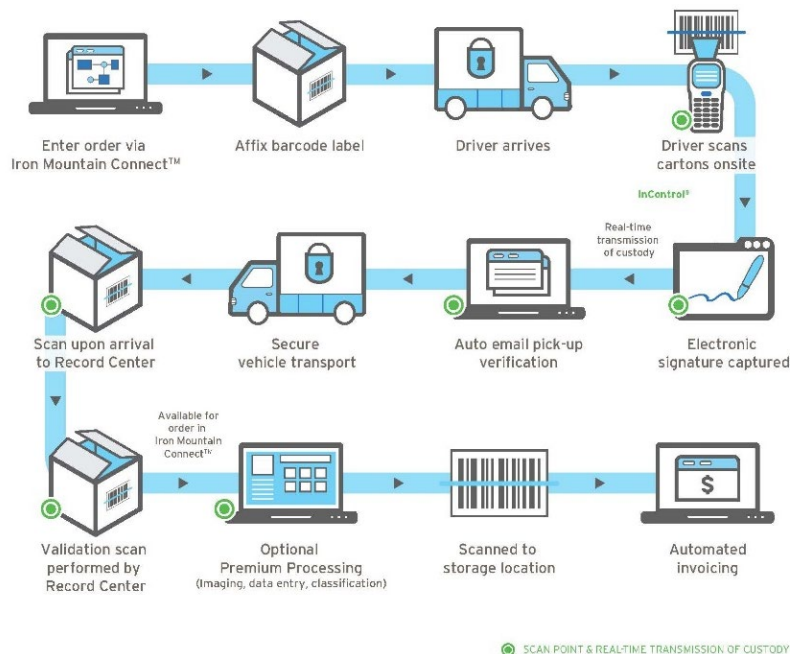


Figure 4-3. Incoming Material Workflow Process.

Retrieval Material Workflow Process

Iron Mountain’s IMConnect provides our customers with the ability to request records to be returned, as required, either by individual file, units of records, or entire containers of records. To simplify and accelerate the retrieval process, authorized our customer’s users will have access to Iron Mountain’s convenient, centralized portal, IMConnect, in order to submit service requests for all records stored in Iron Mountain facilities. Our customers can retrieve records by phone, fax or email 24/7/365.

All record types are retrieved by records center staff and sent to the specified our customers location in accordance with their respective service level agreements. If our customers determines the need for

electronic delivery of a file, Iron Mountain can provide retrievals through our Image on Demand service provides a digitized/scanned retrieval solution for paper-based documentation with secure transfer of the output package to the destination system. Iron Mountain facilities contain private viewing areas that our customers will have access to for file auditing or reviews if necessary.

Iron Mountain utilizes standard procedures, depicted in **Figure 4-4**, and trained personnel to accurately locate the records for retrieval with an auditable chain of custody.

Our retrieval workflow also employs a triple-check process. First, each carton or group of files pulled for retrieval is tagged with a label, which is scanned against the original to ensure order accuracy. We secure the contents of every carton with a security band, scan each carton again, and load it onto a designated vehicle. Finally, our driver scans the carton a third time at customer location and captures an electronic signature to verify chain- of-custody.

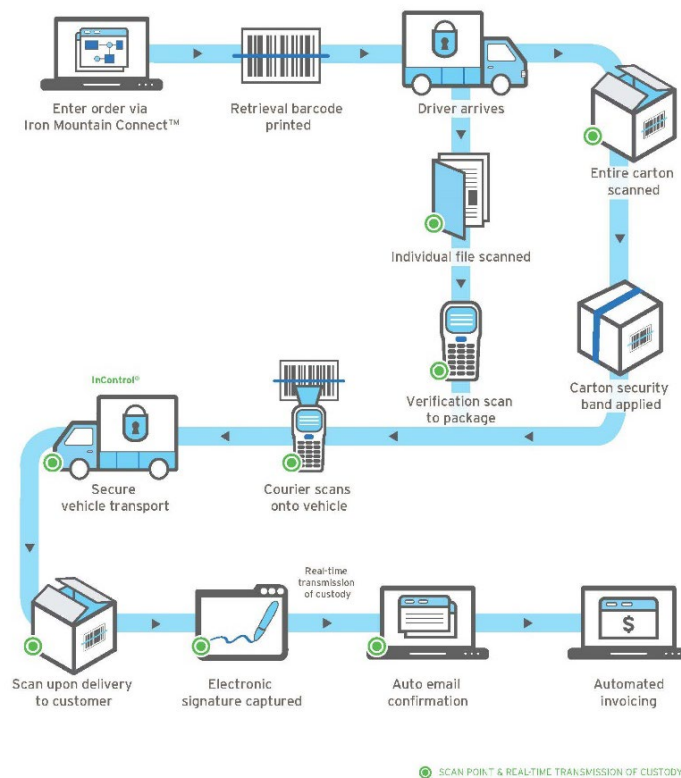


Figure 4-4. Record retrieval workflow.

Specialized Storage Environments

Iron Mountain operates state-of-the-art climate controlled vaults featuring strict environmental controls, utilizing a dedicated HVAC system and dehumidifier to maintain temperature and humidity. Alarm monitoring systems provide automatic notification of any deviation of specified temperature and humidity levels, and a backup auxiliary power and a battery-powered hygrometer ensures the environment is kept consistent in the event of power loss.

These and other customized classified and climate controlled storage solutions are also available as needed to meet the needs of the City. As a company we offer a variety of options:

- *Standard Storage:* For normal hard-copy business records, Iron Mountain offers standard storage in our record centers. Since paper records will not suffer significant deterioration within periods of time far exceeding most retention schedules, Iron Mountain does not regulate the temperature or humidity in Standard Storage space except for a basic level of heating in northern climates.
- *Temperature Controlled Storage:* For normal business records that require lower temperatures, Iron Mountain maintains temperature controlled storage in a variety of markets. Temperature Controlled Storage in our record centers are placed in enclosed, air conditioned rooms.
- *Custom Vaults:* Iron Mountain hosts a variety of custom vaults in our underground facilities. These vaults can be designed to meet customer specific environmental conditions, including temperature, relative humidity, and lighting.
- *Magnetic Tape Vaults:* Iron Mountain maintains vaults in data protection centers designed specifically to house electronic media. These vaults hold temperature between 68°F and 72°F and relative humidity between 35% RH and 45% RH.

Records Management Facilities

High quality, safe, and secure facilities for the storage of our customer's records form the cornerstone of our records management philosophy. Accordingly, Iron Mountain sets and maintains state-of-the-industry standards for our record centers. We dedicate considerable resources to ensure our facilities are appropriate, safe, and secure. All Iron Mountain record centers comply with established company standards and with all appropriate building, fire and safety, electrical, mechanical and other regulatory codes. Before an Iron Mountain record center opens for storage deposits, we conduct a comprehensive quality control audit, including all relevant regulatory inspections and permits, as well as an internal audit of record centers requirements.

Iron Mountain's specifications for buildings include:

- Utilization of smoke and/or heat detection systems designed in accordance with NFPA72, "Standards for Fire Alarm System," and NFPA 101, "System Smoke Detection," to provide an early warning during the incipient stage of fire development
- Fire Suppression systems including in-rack or in-aisle and ceiling sprinklers
- All detection, suppression and alarm systems are monitored around the clock and are routinely tested

Iron Mountain utilizes both electronic access controls and personal recognition as methodologies for ensuring the security of our facilities. We require that all facilities maintain a system of positive employee and visitor identification and logging. All personnel are required to wear identification badges while on premises, and all badges are color coded to indicate access authorization levels.

Onsite Record Viewing

The following visitor procedures apply to every Iron Mountain District Office and record center:

- Requests to access records by parties other than customer personnel known to Iron Mountain employees must be written on company letterhead and signed by an authorized party.

- Iron Mountain maintains a list of individuals authorized to request retrievals, approve destruction and otherwise represent customers regarding their records program.
- Visitors must present identification upon entering an Iron Mountain record center; telephone verification may result if credentials are not in order.
- An Iron Mountain employee assists visitors during record center visits, a procedure that ensures both service quality and accountability.
- Visitors are escorted while in the record center and must display visitor badges at all times.
- Retrievals are brought to a conference room or audit area for review, photocopying or fax services.
- Visitors are not permitted unescorted access to storage areas; visitor access is restricted to conference areas only.

Microfilm and Microfiche Conversion

Microfilm Conversion

Iron Mountain will relocate your collection to our Underground facility in Boyers, PA. This secure underground location has the climate controlled storage environment for long term preservation of the microfilm as well as a highly scalable imaging environment to support the conversion project.

In batches, Iron Mountain imaging staff will pull individual rolls from your shipping containers. Each roll will be prepared for scanning. Mekel® and Nextscan® scanners are used to automate the capture of the individual frames on the roll. The operator will view images for quality assurance, and the collection of images will be indexed using the detail located on the box of each roll—this is known as ‘roll level indexing’. After data quality control checks are completed, images and data are uploaded or delivered per each customer’s delivery requirements.

Microfiche Conversion

Iron Mountain will relocate your collection to our Underground facility in Boyers, PA. This secure underground location has the climate controlled storage environment for long term preservation of the microfiche as well as a highly scalable imaging environment to support the conversion project.

In batches, Iron Mountain imaging staff will pull collections of fiche from your shipping containers. Each will be prepared for scanning ensuring they are not stuck together. Mekel® and Nextscan® scanners are used to automate the capture of the header and individual frames on the fiche. The operator will view the images for quality assurance, and the collection of images will be indexed using the detail indicated on the header of the fiche. After data quality control checks are completed, the images and data are delivered per each Customer’s specific requirements.

Process Overview

Iron Mountain will receive the microfiche and microfilm at The Underground facility and prepare it for conversion. We will scan it at 300 DPI and then release the images to a server where it will be retained until the end of the project. At that time, the data will be copied to a portable hard drive, encrypted, and the drive returned to the customer. Our internal standards cover preparation through image delivery. The Standard Operating Procedure (SOP) is designed such that each step of the process is followed by a quality review of that step along with a detailed exception management procedure to handle any anomalies.



Figure 4-5. Iron Mountain Defined Processes and Proven Consistency

With the basic foundation to the imaging process defined in the imaging operations SOP and related documentation; customer-specific requirements are specifically addressed on a customized Job Specifications document. This document captures the unique customized details for document prep, scan, indexing, quality control, release, and delivery phases.

The job specification document is a signed and dated document and is utilized as a training tool for all imaging personnel. The job specification document will be revised as the project progresses. Each revision to this document is managed, signed, dated, and reviewed with the imaging personnel. Upon review with the imaging personnel, each employee is required to sign a review form acknowledging their understanding of the process and all current revisions. The job specification form and related procedure has proven to be successful in allowing Iron Mountain to quickly train and deploy imaging personnel.

Iron Mountain’s document conversion processes are fast, efficient, and highly secure. Starting with the project design, we help determine the specifications for how your documents will be treated during each step in the process. Below is an overview of the steps involved in our imaging solutions for microfiche and microfilm. We will work with you to customize the scanning process to meet your needs.

Iron Mountain utilizes both high speed and low speed microfilm and microfiche scanning devices depending on client requirements and their application. The scanners have automatic edge and page detection and utilize image enhancement software.



Figure 4-6. Microfilm and Microfiche Equipment

Transportation

Microfilm will be picked up by Iron Mountain personnel and securely transported to a local facility where it will be packaged for shipment via third-party courier to our microfilm imaging center in Boyers, PA. As an option, customers can chose to ship their media directly to our facility.

Physical Security and Network Security

Iron Mountain employs a professional Global Security Services organization. This team is also responsible for information security and incident management. Our security measures include:

- A comprehensive personnel screening process that includes a thorough background investigation and pre-employment drug screening
- Stringent physical security measures tailored to the needs of specific location and environment. These measures include: positive access control and intrusion detection systems, alarms, and CCTV
- Industry-leading asset protection policy and procedures with continuous employee training to ensure strict adherence to requirements
- On-going security integrity audits to monitor compliance and ensure our security plans are current, viable, and reflect industry best practices

Iron Mountain utilizes both electronic access controls and personal recognition as methodologies for controlling access to and ensuring the security of our facilities. We require all facilities maintain a system of positive employee and visitor identification and logging. All personnel are required to wear identification badges while on premises and all badges are color coded to indicate access authorization levels. All of our facilities are equipped with intrusion detection systems that are monitored by a central station for after-hours control. Alarm technology may include passive infrared motion detectors, dual technology glass break detection, photo-beam detectors, sound-activated microphones and magnetic door contacts. Alarm systems are designed to accommodate specific site requirements. Finally, Iron Mountain utilizes education and awareness-training tools to ensure that all employees are aware of the criticality of controlling access to our buildings.

We contract with a specialized security vendor and select several facilities, monthly, for review. Undercover agents, supplied with letters of authority, attempt to gain entry to all facilities. These agents

may use any number of methods of subterfuge in their mission. After business hours, these agents return to the facility and check the physical integrity of the building.

As a component of the integrity audit, a surveillance of company vehicle operations is conducted to ensure all vehicle and safety requirements are followed. At the conclusion of the integrity audit, one local facility is randomly selected and a complete review of all of the components and selected documentation of the required security program is performed. Results of these audits are evaluated and, if required, corrective measures employed. All audit results are reported to senior management. These audits, together with our Internal Audit, Traveler Audit and self-audit programs, help to maintain the physical integrity of our operations.

Fire Suppression

All Iron Mountain storage systems are designed in accordance with the National Fire Protection Association (NFPA) standards. The largest and most reputable storage systems manufacturers in the US manufacture and install our storage systems. Although systems may vary to accommodate building configurations, most build-to-suit record centers feature high-bay storage with catwalk access systems. A ten-foot-wide main aisle runs the length of each building with intersecting service aisles of 30 to 36 inches. Most sections are 48 inches deep to accommodate standard letter/legal 1.2 cubic foot cartons three deep. This same shelving depth holds letter and legal transfile cartons and 24-inch deep check size cartons in a two carton deep fashion, thus providing maximum flexibility for customer storage. All record cartons/boxes are stored at least four (4) inches from the floor for protection from moisture.

Adherence to NFPA applicable state and local codes is a prerequisite when we open a record center and when we inspect each new section of a storage system. Iron Mountain's Corporate Facilities Engineering department prepares full site drawings in conjunction with the storage system supplier and Global Fire Protection Consulting (Fire Protection Engineers and consultants). All drawings are submitted to local officials when permits are required.

Iron Mountain meets the qualifications and the standards for NFPA 2513 for our facilities and those records are on file with the authority having jurisdiction over those facilities and upon award, Iron Mountain can provide the information requested.

Confidentiality of Records Stored

Iron Mountain takes extensive precautions to protect the confidentiality of our customers' records and ensure that unauthorized parties cannot access records. Access to confidential information is governed by a set of procedures, some of which are Iron Mountain's standard operating procedures, and others that may be determined by regulatory agencies or the customer.

- Levels of password protection deemed appropriate for stored material.
- Deliveries limited to addresses registered in Iron Mountain's computerized customer master file.
- Unauthorized facility access is prevented by electronic security systems monitored by a central station, physical barriers, and administrative controls.
- Retrievals may be shrink-wrapped or sealed to protect against tampering while en route.
- Employees are trained and sign an acknowledgement of confidentiality requirements.
- Iron Mountain maintains the highest level of customer confidentiality in the industry.

Centralized Station Monitoring Alarm System

- Glass break sensors for all windows
- Motion detectors are used throughout the facility
- Third-party integrity auditors to monitor standard compliance

Employee Background Checks & Training

- Background Investigations are conducted for all employees prior to beginning work; drug testing is also required for U.S. employees
- Privacy and Security training is required for all employees prior to beginning work and annually thereafter
- In response to RFP Section C, “Additional Requirements,” letter f., please find included in our electronic response a copy of Iron Mountain’s Background Investigation Policy (titled “Iron Mountain BI Program Overview US”)

Keycard Entry

- Access to all keycard entryways is strictly controlled; logs are maintained and reviewed.
- Iron Mountain conducts regular user audits within the card access system.

Facility Maintenance

We have a 24x7, robust facility maintenance program that meets all local and national legislative and statutory requirements, and ensures that we appropriately maintain all critical building systems to reduce the risk of failure and downtime.

Additionally, we have outsourced partners who ensure our buildings are clean, free of pests and safe to operate. We track the performance of these partners using key performance indicators, and our over 100 technicians ensure that our systems are well maintained. We also have an energy efficiency program goal to reduce our greenhouse gas emissions by 25% by 2025 and increase our usage of renewable energy sources.

Records storage, by and large, is a clean industry that generates no toxic wastes and virtually no noise, odor, bacterial or other pollution. We clean our record centers daily as part of our standard operating procedures. We contract with various local companies to prevent pests. Record center maintenance, including cleanliness, is managed at the district level following strict procedures. In addition, managers at the regional, area, divisional, and corporate level who travel to our field locations routinely check cleanliness as part of a field audit program.

Information Security Controls

Iron Mountain's robust information security controls are extensive and designed to protect our customers' assets; our Information Security group is responsible for maintaining a high level of both physical and digital security throughout our organization.

At a high level, security controls include three-tier architecture protected by firewalls, encryption of data at rest and in transit, unique identification requirements (no shared logins), strong password requirements, access limitation to least-privilege required, hardened infrastructure, standard workstation images loaded, deactivation of removable media ports, IT management of desktops that

disallows user modification and automated monitoring of system and server logs. We can provide copies of our SOC 2 report and our Security Assurance Package upon request.

Network and Server Maintenance

In 2017, Iron Mountain transitioned a significant portion of its Information Technology administration tasks to a company called HCL Technologies Limited, headquartered in India. HCL is responsible for the daily management of network and server hardware, while Iron Mountain staff provide leadership, direction, and oversight.

Our software development activities remain in-house, with contract personnel used as supplemental labor under direct Iron Mountain management.

Certifications

Iron Mountain demonstrates our commitment to protecting and storing customer information as if it were our own with our SysTrust®-SOC 3 certification—an audit of our IT systems by Ernst & Young, an outside, independent auditor to ensure we have appropriate internal controls in place for security, availability, processing integrity and confidentiality of our IT infrastructure environment.

Additionally, Iron Mountain has taken an industry leading position on safeguarding customer information. To this end, we engaged the services of Trustwave® as an independent auditor to ensure and certify that our policies, systems and technologies comply with the Payment Card Industry (PCI) Data Security Standard.

Materials Stored

The bulk of customer records in Iron Mountain storage are in the form of hard copy documents, typically of an administrative nature, which are stored for regulatory requirements or for reference. Iron Mountain also stores healthcare records, transactional records, vital records, and records in various formats, such as electronic media, films, x-rays, audio, videotapes, and digital media. We do not comingle media requiring climate-controlled storage with hard copy records. We also segregate fixed cytological and/or histological pathology samples in a separate climate-controlled environment.

Destruction Services

Iron Mountain's Secure Shredding provides our customers with resources and proven expertise to create, implement, and monitor a comprehensive, compliant, cost effective, and sustainable information destruction program. Leveraging Iron Mountain's destruction best practices our customers are able to:

- Maintain a consistent, auditable chain of custody from pickup to destruction
- Stay current and compliant in an ever-changing regulatory climate
- Retain complete visibility via reporting and online monitoring tools that help you keep control over your program, services, and costs

Onsite Destruction Workflows

Iron Mountain designed our secure, onsite shredding services for organizations requiring witnessed destruction of confidential materials. Onsite shredding is the ideal choice for the destruction of sensitive agency information. Iron Mountain will provide all necessary labor, supervision, materials and equipment to facilitate and complete onsite shredding in our specially equipped mobile shredding

vehicle before leaving the premises. Prior to leaving the location, Iron Mountain will return all emptied containers to their proper position in the facility.

To protect against privacy information theft and breaches, our customers need assurance that all documents are destroyed safely and securely. We have designed our operating procedures, **Figure 1**, based upon many years of experience — enabling us to provide our customers with the most reliable, consistent and secure service.

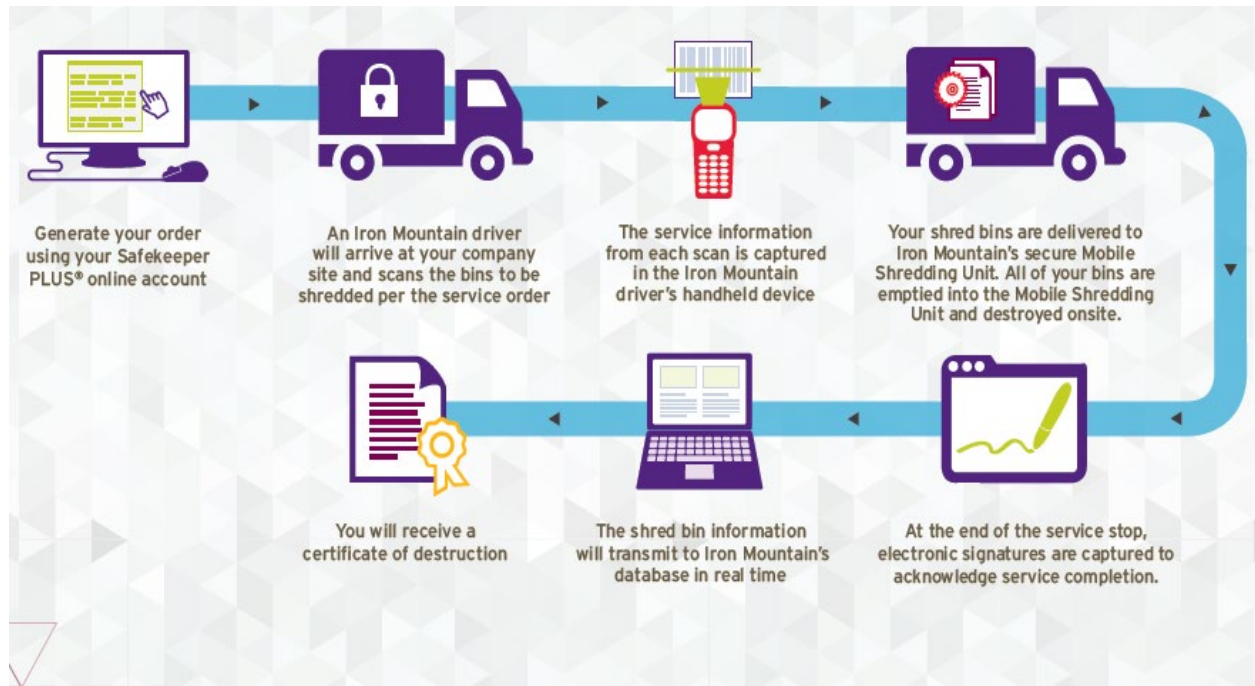


Figure 4-7. Onsite document destruction process

On destruction days, Iron Mountain employees will escort the locked containers to our specially equipped mobile shredding vehicle. Once the container contents are securely deposited inside the vehicle and shredding begins, an authorized customer employee is invited to witness the entire destruction process from the truck's onboard closed-circuit television system. We will process and permanently destroy all materials to a non-recoverable form as outlined by the National Association for Information Destruction (NAID) standards. Once all materials have been securely destroyed, Iron Mountain is proud to safely and securely recycle all pulverized shredding output, and provide each customer with a Certificate of Destruction available through our secure web-portal, IMConnect, and included on the monthly invoice. If requested, Iron Mountain has the ability to provide an activity log/report of shredding services accomplished at each customer site.

Offsite Destruction Workflow

To protect against privacy information theft and breaches, our customers need assurance that all documents are destroyed safely and securely. We have designed our operating procedures, **Figure 4-8**, based upon many years of experience — enabling us to provide our customers with the most reliable, consistent and secure service.

Benefits of Iron Mountain's Offsite shredding program include:

- **Secure Chain of Custody:** Offsite shredding offers a rigorous chain of custody, secure transport supported by Babaco lock systems and certificate of destruction for your records. The volume of paper in your shred bin is captured at the time of service, and scan points throughout the journey ensure we know where your sensitive information is at all times.
- **Safety:** Offsite customers benefit from a reduced risk of equipment failure as well as reduced exposure to the possibility of fire or other weather related issues.
- **Cost-Efficiency:** Offsite service is a more cost effective destruction methodology and Iron Mountain can often save new customers up to 30% from their previous vendor’s on-site program!
- **Broad Service Coverage:** With more trucks equipped to handle transport to a variety of locations, Iron Mountain’s offsite service provides a more extended coverage model than a typical onsite service would cover.
- **Affordable Pricing and Container Options:** Iron Mountain offers low-cost, per-container pricing and, with offsite service, customers with nonstandard needs can benefit from additional container options.

From the moment our driver arrives to pick up the materials at the identified customer locations to final destruction at a secure shredding plant, the customer information will be protected. With InControl, the shredding containers are scanned at the designated location, where key service information such as barcode ID and container volume are captured. This information will become part of the verifiable audit trail.

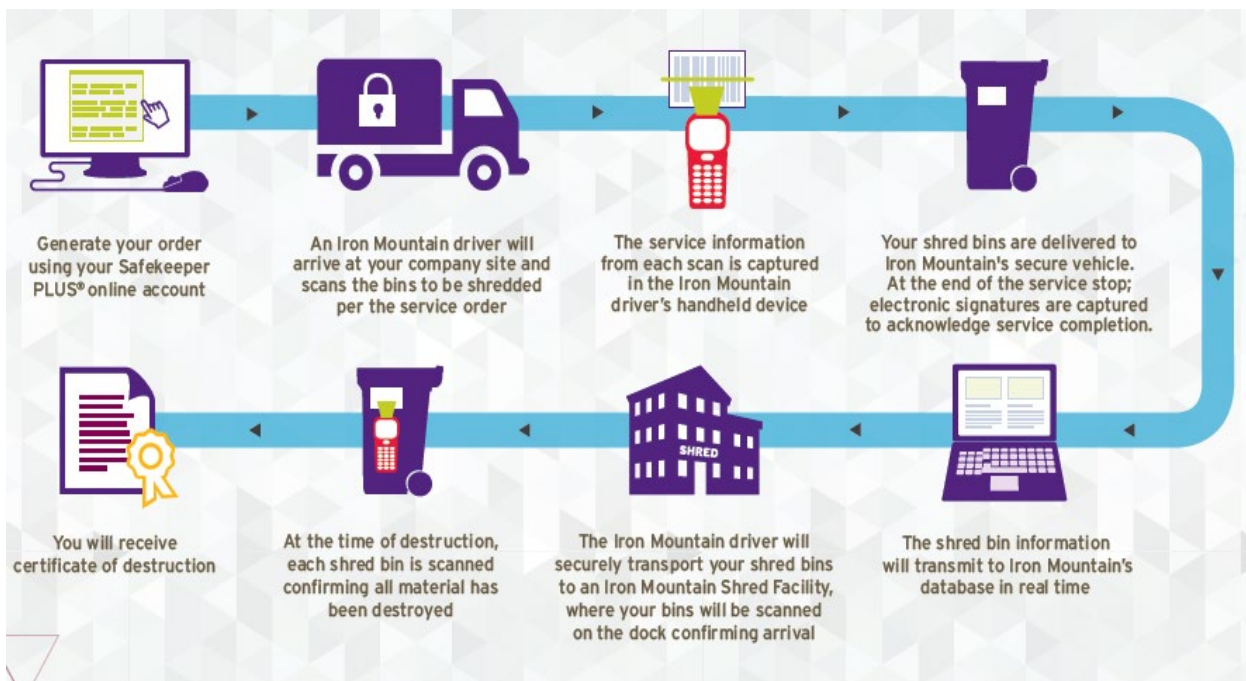


Figure 4-8. Offsite Document Destruction Process.

We will process and permanently destroy all materials to a non-recoverable form as outlined by the National Association for Information Destruction (NAID) standards. Once all materials have been securely destroyed, Iron Mountain is proud to safely and securely recycle all pulverized shredding output, and provide each customer with a Certificate of Destruction available through our secure web-portal, IMConnect, and included on the monthly invoice.

Destruction Containers

Iron Mountain provide our customers with a variety of secure shredding containers (**Figure 4-9**).



Secure Shredding Bin



Security Console

Figure 4-9. Iron Mountain Secure Shredding Containers

Iron Mountain’s secure shredding bins are designed to ensure that confidential documents are easily contained and transported. A hasp lock is firmly affixed to cart to lock the lid securely to the base. The seamless hasp lock installation prevents paper from creating obstruction. Our shredding bins are constructed with a minimized paper slot so security is not compromised and molded-in deflector on the underside of the slot maximizes blockage. There is a 1-1/4” overhang fully surrounding the base lid and forward facing, deep deflector pocket.

Destruction Specifications

Our Secure Shredding service is AAA Certified by the National Association for Information Destruction, Inc. Iron Mountain is the largest shredding vendor to achieve NAID certification, and we are proud to have taken a leadership role in the development of NAID’s standards, which focus on operational workflows and security.

Iron Mountain’s onsite shred vehicles perform pierce-and-tear shred with blades set at 5/8-inch (**Figure 4-10**). No more than 5% of non-paper items per pickup can be accommodated by our trucks. Iron Mountain’s shredding equipment has the capability to destroy the following types of material, which can be deposited in to the provided Iron Mountain shredding containers:

- Clean paper, any color and any size



Figure 4-10. All collected material is processed and destroyed to an unrecoverable state.

- Blueprints
- Newspapers
- Magazines
- Brochures
- Mail (including window envelopes)
- Photographs
- File folders, any color
- No need to remove staples, paper clips, rubber bands or small binders

Vehicle Security

In order to meet our stringent security needs, Iron Mountain has all vehicles specifically customized to meet our customer's security and usage requirements. Our vehicle specifications were carefully developed and selected to support our material handling mission while putting an emphasis on equipment reliability, operator route efficiency, employee safety, and cargo security. To ensure the safety and security of our customer's material in transit we created Iron Mountain's patented InControl Transportation System.

InControl provides our customers with industry leading security, real time tracking, chain-of-custody visibility, and standardized operational controls to protect all material while in transit from a customer site to an Iron Mountain facility. The InControl transportation process utilizes real-time wireless scanning technology to validate pickup and delivery transactions which provides our customers the assurance that their records have arrived to the storage facility within the designated timeframe.

Patented Vehicle Process Controls

Iron Mountain's patented security controls are designed to mitigate transportation workflow errors. This combination of security controls exclusive to the Iron Mountain transportation platform includes:

- *Compartmentalized cargo areas* are protected by patented locking mechanisms on all vehicles. In all of our vehicles, only one (1) door can be opened at a time which ensures the driver cannot inadvertently leave doors open without receiving a warning.
- *Driver proximity controls* utilize RF key fobs which trigger an audible vehicle alarm should the driver and/or fob leave the proximity of the vehicle with an unsecured cargo area.
- *Dual key ignition immobilizer* requires two (2) keys to be inserted into the ignition to start the vehicle. Both keys are designed to prevent vehicle theft while one (1) of the keys is also designed to prevent breaches or errors in the vehicle cargo area by securing, locking, and activating the cargo alarming system prior to vehicle ignition.
- *In Motion Security Detection System* prevents information loss while the vehicle is in motion. The operator warning alarm is triggered if any cargo-area locking or security system is improperly opened or fails while the vehicle is in motion.
- *Six-Sided Interior Cargo Padding* offers additional protection for media, tapes and records if an unexpected vehicle disturbance occurs.

HIPAA Certification

Iron Mountain’s workflows and facilities incorporate the latest in technology, best practices, and regulatory compliance. We protect all of your data as if it were our own, meeting and often exceeding HIPAA standards. That’s why Iron Mountain is the Public Sector partner of choice for data protection and compliant media management.

With more than 60 years of information management experience, over 90 dedicated facilities, and 3400 highly secure vehicles, Iron Mountain has the resources and expertise necessary to support your compliant media management program. We have invested years in developing a proven, comprehensive approach to compliant media backup and archiving. And, we continue to invest in keeping our systems fully up to date with the latest HIPAA regulations.

By leveraging our compliant data protection solutions and extensive industry expertise, you can establish best practices across your organization to reduce risk—and bring peace of mind while improving audit preparation, reporting capabilities, and overall media program management.

Alternative Approaches or Additional Services

Iron Mountain is uniquely qualified to assess the individual Records and Information Management needs of each city and state agency. We approach each situation based on the goals and objectives of the requesting party. This level of engagement ensures a successful outcome and allows individuals to make informed decisions. Therefore, we welcome the opportunity to explore your workflows, processes and storage requirements and provide feedback with industry leading insight.

SECTION 6, REQUIRED FORMS

Iron Mountain has provided our completed required forms from RFP Section 6 immediately following this page, including:

- Section 6, Form 2, Addenda Receipt Confirmation
- Section 6, Form 3, Proposal Submission
- Section 6, Form 4, Pricing Worksheet
- Section 6, Form 5, MWSBE Utilization
- Section 6, Form 6, Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Section 6, Form 7, Byrd Anti-Lobbying Certification
- Section 6, Form 8, CCPA Plan
- Section 6, Form 9, Environmental Purchasing Responses

**Section 6
Required Forms**

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-090

Citywide Document Management Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City’s Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

1

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

June 11, 2020

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Gregory Swennumson
(Please Print Name)



Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron Mountain
Government Services, ou=Manager, Federal
Contracts Management,
email=gregory.swennumson@ironmountain.co
m, c=US
Date: 2020.06.23 14:59:52 -04'00'

Authorized Signature

June 24, 2020
Date

Director, Public Sector Contracts Management
Title

Iron Mountain Information Management, LLC
Company Name

Section 6
Required Forms

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-090

Citywide Document Management Services

This Proposal is submitted by:

Company Name: Iron Mountain Information Management, LLC

Representative (printed): Gregory Swennumson

Address: 1821 Michael Faraday Drive

Suite 100

City/State/Zip: Reston, VA 20190

Email address: Gregory.swennumson@ironmountain.com

Telephone: (703) 728.6741

(Area Code) Telephone Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Section 6 Required Forms

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract. Each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award. Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so. The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Sample Contract. The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: Exceptions, pg. 29

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____  _____
Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron Mountain
Government Services, ou=Manager, Federal Contracts
Management,
email=gregory.swennumson@ironmountain.com, c=US
Date: 2020.06.23 15:00:45 -0400

Section 6 Required Forms

REQUIRED FORM 4 – PRICING WORKSHEET

RFP # 269-2019-090

Citywide Document Management Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of three (3) years, with the City having an option to renew for two (2) additional consecutive one (1) year terms thereafter.

1. Administrative Fees:

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

<div style="display: flex; align-items: center; justify-content: center;"> 1 % <div style="border: 1px solid black; width: 40px; height: 20px; margin-left: 5px;"></div> </div>

2. Scanning Services
Companies who will be provided Scanning Services shall Submit their pricing below.

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Regular Scanning of 8½"x11" Records	Per Image	\$.112	Include all Scanning, Indexing Quality Control, and Re-Filing of Records in City boxes	*indexing .015 per keystroke per file Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their

Section 6 Required Forms

	Regular Scanning of 8½"x14" Records	Per Image	\$.112	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	members, favorable rates for each specific situation. *indexing .015 per keystroke per file Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.
	Regular Scanning of 11"x17" Records	Per Image	\$.112	Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes	*indexing .015 per keystroke per file Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.

Section 6 Required Forms

				rates for each specific situation.
Bulk Scanning of 8½”x11” Records.	Per Image	\$.097	_____ to _____ images	Represent ‘Not to Exceed’ rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.
	Per Image	\$.087	_____ to _____ images	Represent ‘Not to Exceed’ rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.

Section 6 Required Forms

<p>* Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.</p>	<p>Per Image</p>	<p>\$.079</p>	<p>_____ to _____ images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
	<p>Per Image</p>	<p>\$.075</p>	<p>_____ to _____ images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
<p>Bulk Scanning of 8½"x14" Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single</p>	<p>Per Image</p>	<p>\$.097</p>	<p>_____ to _____ images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and</p>

Section 6 Required Forms

<p>project volume tier.</p>					<p>specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
	<p>Per Image</p>	<p>\$.087</p>	<p>_____ to _____ images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>	
	<p>Per Image</p>	<p>\$.079</p>	<p>_____ to _____ images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>	

Section 6 Required Forms

<p>Bulk Scanning of 11"x17" Records. * Include all Scanning, indexing, Quality Control, and Re-Filing of Records in City boxes. **Indicate Pricing by single project volume tier.</p>	<p>Per Image</p>	<p>\$.075</p>	<p>_____ to _____images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
	<p>Per Image</p>	<p>\$.097</p>	<p>_____ to _____images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
	<p>Per Image</p>	<p>\$.087</p>	<p>_____ to _____images</p>	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer</p>

Section 6 Required Forms

			<p>requirements in order to provide, and their members, favorable rates for each specific situation.</p>
Per Image	\$.079	_____ to _____ images	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>
Per Image	\$.075	_____ to _____ images	<p>Represent 'Not to Exceed' rates. Iron Mountain retains the ability to discount from the attached Price Book based upon specific market conditions and specific customer requirements in order to provide, and their members, favorable rates for each specific situation.</p>

Section 6 Required Forms

Setup/Preparation of Records * Include all removal of fasteners, separation of folded forms, and/or paste-up of small documents	Per Hour	\$ N/A	Identify number of pages and the number of boxes prepared per hour	<ul style="list-style-type: none"> • Pricing for prep is billed per image • .02 Light Prep • .032 Standard Prep • .070 Heavy Prep
Transportation fee	Per Trip	\$	Pickup from City or deliver to City (round-trip)	
Storage in Records Management Portal * Indicate Pricing by total storage volume tier.	Per Image / Per Month	\$N/A	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	Call for Quote
	Per Image / Per Month	\$N/A	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	
	Per Image / Per Month	\$N/A	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	

Section 6 Required Forms

	Per Image / Per Month	\$	_____ to _____ [storage unit (Gigabyte, Terabyte, etc.)]	
Copy Records to CD - R	Per CD	\$	Specify maximum storage size per CD	
Copy Records to CD - RW	Per CD	\$	Specify maximum storage size per CD	
Copy Records to flash drive	Per Flash Drive	\$75.00	Specify maximum storage size per CD	
Copy Records to portable hard drive	Per Hard Drive / Per Hr.	\$75.00	Indicate whether you allow customer to supply device, or standard price for device (by size).	

3. Storage Services.
Companies who will be providing Storage Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments
Box Storage	Per Cubic Foot	\$.233	Tiered pricing based on volume. Current storage volume up to 30,000 c.f. \$.233/c.f. 30,001-50,000 c.f. = \$.203/ c.f. Over 50,001 c.f. = \$.183/c.f.	
Vault Storage	Per Cubic Foot & Per Tape/CD	\$3.975		
Record Delivery and/or Pickup	Per Trip	\$19.996	Companies shall split the fee for single trips to pick-up and/or deliver to multiple Departments at the same facility between each Department equally	See Schedule A for Zone 2,3,4 Metro, and Metro NY charges
Next day delivery by Noon	Per Trip	\$104.90	Call by 3pm for delivery next day by Noon	
Next day delivery by 5pm	Per Trip	\$19.96	Call by 3pm for delivery next day by 5pm	See Schedule A for Zone 2,3,4 Metro, and Metro NY charges
Half day delivery	Per Trip	\$104.90	Call by 10am for delivery same day by 5pm	

Section 6 Required Forms

Delivery/Pickup during afterhours/weekend/Holiday hours.	Per Trip	\$166.91		
Onsite access to City Box(es) in Storage	Per Box	\$5.18	Per visit	
Retrieval/Re-File from Service Provider Storage location	Per Box	\$2.063	Per cf	
Box (1.2 cubic foot)	Per Box	\$2.50		
Indexing	Per Box	\$.54/file		
Permanently withdrawal of Box/container from Service Provider's facility	Per Box	\$2.663	Per cf plus Regular retrieval charge	
Destruction charge for City Records stored by Service Provider	Per Box	\$4.67	Per cf plus regular retrieval charge	
Retrieval/Fax/Scan/Email/Refile a copy of a stored Record by Service Provider	Per File / Per Box	\$25.15	Imaging minimum (includes the first 50 images) \$.30 per image thereafter IoD hourly labor of \$49.20 billed per hour	
Retrieval/Fax/Scan/Email/Refile a Record to a third party by Service Provider	Per File / Per Box	\$25.15	Imaging minimum (includes the first 50 images) \$.30 per image thereafter IoD hourly labor of \$49.20 billed per hour	

Section 6 Required Forms

4. **Shredding Services**
Companies who will be providing Shredding Services, shall submit their pricing below:

Services	Unit Of Measure	Cost	Additional information	Additional Company Comments
Paper, per bin at City facility	Per Bin		Specify bin capacity	
Paper, per bin at Service Provider facility	Per Bin		Specify bin capacity	
Paper Shredding at City facility *Not in bins	Per Pound		0-499 Lbs.	
	Per Pound		500-999 Lbs.	
	Per Pound		1000+ Lbs.	
Paper Shredding at Service Provider facility *Not in bins	Per Pound		0-499 Lbs.	
	Per Pound		500-999 Lbs.	
	Per Pound		1000+ Lbs.	
Uniforms	Per Bin / Per Weight		Specify bin capacity and/or weight	
One-time purge/special request	Per Bin/ Per Weight		Additional needs for special events or other special requests	

5. **Additional Services**
Companies should utilize the list below to include any related or ancillary services they provide that would be beneficial to the City and Participating Public Agencies when considering Scanning, Storage, and Shredding Services.

Services	Unit Of Measure	Cost	Additional information	Additional Service Provider Comments

Section 6 Required Forms

6. Pricing Incentives and Rebates:
Please identify any incentive and rebates offered based on volume, dollar amounts, credits or other criteria below:

Rebate Description	Amount or Percentage



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2019-090

Citywide Document Management Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City-certified Small Business Enterprise (SBE), and/or City-registered Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

Failure to submit this form shall deem a Proposal non-responsive. The City intends to award to multiple Companies with at least two Companies being certified MWSBEs.

Company Name:	Iron Mountain Information Management, LLC
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Please indicate if **your company** is any of the following:

MBE
 WBE
 SBE
 None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
Total MWSBE Utilization	%

Representative (signed): _____ _____

Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron Mountain
Government Services, ou=Manager, Federal Contracts
Management,
email=gregory.swennumson@ironmountain.com,
c=US
Date: 2020.06.23 15:01:33 -0400

June 24, 2020
Date

Gregory Swennumson
Representative Name

**Section 6
Required Forms**

**REQUIRED FORM 6 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS
RFP # 269-2019-090**

Citywide Document Management Services

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively “Principals”):


1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Gregory Swennumson
(Print Name)

Director, Public Sector Contracts Management
Title


Signature

Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron
Mountain Government Services, ou=Manager,
Federal Contracts Management,
email=gregory.swennumson@ironmountain.c
om, c=US
Date: 2020.06.23 15:02:58 -0400

June 24, 2020
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Title

Signature

Date

Section 6
Required Forms

REQUIRED FORM 7 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-090

Citywide Document Management Services


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Iron Mountain Information Management, LLC (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Gregory Swennumson

 Digitally signed by Gregory Swennumson
DN: cn=Gregory Swennumson, o=Iron Mountain
Government Services, ou=Manager, Federal Contracts
Management,
email=gregory.swennumson@ironmountain.com, c=US
Date: 2020.06.23 15:04:49 -0400

Authorized Signature

June 24, 2020

Date

Iron Mountain Information Management, LLC

Company Name

One Federal Street

Address

Boston, MA 02110

City/State/Zip

REQUIRED FORM 8 – CCPA PLAN

RFP # 269-2019-090

Citywide Document Management Services

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein “City”). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies are required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

The objective of this RFP is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies **shall** include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 415 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin.

Please address the following:

1. Describe your company’s ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
3. How do you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization’s logo on the CCPA website?
2. Will your company be willing to advertise the CCPA logo and website on your organization’s website?
3. How do you plan to market the Contract(s) to other Participating Public Agencies?

REQUIRED FORM 8—CCPA PLAN

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein “City”). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this RFP. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies are required to register to purchase products or services through the CCPA.

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Please address the following:

1. Describe your company’s ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.

Iron Mountain Response: As part of our implementation, Iron Mountain will share and review our implementation planning agenda with the participating Public Agency and additional stakeholders. Our Iron Mountain Project Manager (PM) will solidify the approach and methodology for interim service schedules during the transition of records from their current storage location to the identified Iron Mountain facility, and provide training and assistance with the following items:

- Process and instructions on sending new file boxes and other media
- Training agency end-users on retrieval options and delivery/transportation SLAs
- Archival destruction requirements
- Training end-users on process/workflow/system portal access

Process and system considerations will include: the systems provided to locate records, aligned with timing of initial inventory transfer as well as identification of our standard SLAs. Additionally, our PM will provide the COR with primary and secondary contacts within the Iron Mountain organization.

As the initial transfer of records from the current records center to the Iron Mountain facility begins, oversight of the records program associated with the Iron Mountain held records will be assigned to a dedicated Business Development Executive (BDE). The BDE will oversee the ongoing records service transactions to ensure the agency receives exceptional customer care. The BDE will provide ongoing support to the agency point of contact and will assist with program management, including reporting of program progress, conducting regular meetings, delivering customized reporting of inventory status, and reporting box damage.

High-quality, safe, and secure facilities for the storage of our customer's records form the cornerstone of our records management philosophy. Accordingly, Iron Mountain sets and maintains state-of-the-industry standards for our record centers. We dedicate considerable resources to ensure our facilities are appropriate, safe, and secure. All Iron Mountain record centers comply with established company standards and with all appropriate building, fire and safety, electrical, mechanical, and other regulatory codes. Before an Iron Mountain record center opens for storage deposits, we conduct a comprehensive quality control audit, including all relevant regulatory inspections and permits, as well as an internal audit of record centers requirements.

Iron Mountain runs analytics on monthly storage volumes and trends throughout our extensive Real Estate portfolio across North America. We use monthly growth projections to determine when additional racking capacity will be needed in a given Market and use those same projections to determine if additional Real Estate would be necessary in the next 18-24 months. Our inventory management system allows us to store our customers' inventories in any facility giving us the flexibility needed to always be able to support our future growth needs.

Iron Mountain maintains a global network with more than 1,400 facilities comprising of 80 million square feet worldwide. Our fleet encompasses more than 3,600 vehicles which make approximately 15 million trips per year worldwide. Currently, we have more than 530 million cubic feet of hardcopy records in storage; over 10 million linear feet of medical records under management; and more than 89 million pieces of media under highly secured data protection.

Given the importance of the assets and intellectual property handled at our storage facilities, Iron Mountain utilizes institutionalized processes to actively monitor and manage program quality. Iron Mountain's Operational Excellence Program (OEP) enables continuous improvement by establishing targets, providing supporting tools and systems, and measuring three key areas: service, quality, and production. All of Iron Mountain's North American facilities are part of this program and are held accountable for meeting stringent performance measures. Industry standard metrics are tracked such as box and file accuracy, on-time delivery and pickup, incoming material put away, on-time destruction processing, and quality of customer care calls. To date, Iron Mountain is performing at or above the rigorous targets set by the OEP, including: On-Time Delivery Rate of 97.4%; Box Find Rate of 99.96%; and File Find Rate of 99.78%.

2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.

Iron Mountain Response: Iron Mountain stands as the industry leader in storage and information management services, serving 230,000 customers in 50 plus countries on five continents. Iron Mountain has a National SLED Sales Organization (divided into East and West territories). We have assigned SLED Business Development Executives assigned to all 50 U.S. states.



Iron Mountain has developed a comprehensive Program Management Approach incorporating experience from the implementation of records management tasks for hundreds of clients to provide a complete records management solution. Our approach provides clear accountability for all aspects of quality management and ensures risk mitigation to minimize the risk of unsuccessful contract performance. This approach streamlines decision making which significantly strengthens our ability to ensure timely submission of deliverables and services and that work performed is managed, controlled, reported, and reviewed. By implementing this framework, Iron Mountain will serve the CCPA as a trusted partner to help achieve their program goals and objectives while effectively managing all requirements outlined in the RFP. Our approach is designed to provide guidance, direction, and definition of processes relating to the CCPA program. The comprehensive framework directly supports the objective of the CCPA to provide secure storage of the identified records. This will provide overall management to ensure a smooth transition of records from their current storage location to an Iron Mountain facility during the implementation of the program.

3. How you will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

Iron Mountain Response: Iron Mountain has multiple billing platforms depending on the types of products or services requested. We first capture all the appropriate account information to include all the bill to and ship to customer information (i.e., customer name, address, e-mail, phone, designated contacts, identified authorized users for on-going activity, etc.). Based on the contractual terms and conditions, we identify the appropriate system bill codes to match the services or products provided.

Once the bill codes are identified, the rates are set up in the system to match the contractual rates. Once service is turned up, those services used will bill at the hardcoded system rates. Invoices are generated monthly based on the activity under the established account. The set-up of all pertinent information is performed manually, but the activity and invoice generation is automated. We also have automated reporting capabilities that allow us to establish a hierarchy id which we will use to capture all monthly billing activity for each Member account (each member account will be linked to the reporting id thus capturing all member activity in one report).

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization's logo on the CCPA website?

Iron Mountain Response: Yes.

2. Will your company be willing to advertise the CCPA logo and website on your organization's website?

Iron Mountain Response: Yes.

3. How do you plan to market the Contract(s) to other Participating Public Agencies?

Iron Mountain Response: Iron Mountain has an overall go to market strategy with Public Sector agencies on a national basis. There is also a team focused on Higher Education, related Health Care facilities, and K-12, which work in conjunction with the SLED (State, Local, Education) team. Iron Mountain has an established Government Solutions organization that includes strategic, contracts, and marketing resources focused in the SLED environment.

Iron Mountain has 18 Business Development Executives (BDEs) focused on the SLED vertical, in addition to our commercial and inside sales teams that engage with Higher Education and K-12 customers on a regional basis.

It is Iron Mountain's intent to promote the agreement internally and externally. From a support and management perspective, Iron Mountain will support the agreement utilizing Government Solutions resources, in addition to corporate resources.

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-090

Citywide Document Management Services

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>Iron Mountain's contract with the City of Charlotte and its affiliated agencies will not be a product-based contract; this contract is for the procurement of storage-related and information management services, and Iron Mountain can procure these services based on a specific order from an affiliated agency. Some Iron Mountain services, such as Secure Shredding, adhere to environmentally sound recycling guidelines (see more information below).</p>
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>As part of Iron Mountain's Secure Shredding process, once all materials have been securely destroyed, Iron Mountain is proud to safely and securely recycle all pulverized shredding output. This destruction process provides benefits to both the security of your business and to the global environment by reducing pollution, preserving landfill space and likewise saving trees, water, and energy resources.</p> <p>Recycling results are calculated based on the shredding orders serviced on customer account(s) using average container weight calculations.</p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>Iron Mountain's contract with the City of Charlotte and its affiliated agencies will not be a product-based contract; this contract is for the procurement of storage-related and information management services, and Iron Mountain can procure these services based on a specific order from an affiliated agency.</p> <p>As part of Iron Mountain's Secure Shredding process, once all materials have been securely destroyed, Iron Mountain is proud to safely and securely recycle all pulverized shredding output.</p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>Permanent withdrawal when a box/media container that is removed from offsite storage is sent back to the customer that is not expected to come back to Iron Mountain. From the standpoint that the boxes are removed from storage billing and removed permanently from inventory, both are permanently withdrawn from inventory. The Permanent Withdrawal fee charges consist of current pricing schedule rates for Permanent Withdrawal by Cubic Foot and Retrieval by Cubic Foot. We also charge for Permanent Withdrawal in units of measure of linear foot (open shelf) and per item (i.e. energy and non-standard items). Permanent withdrawal fees are incurred in addition to standard retrieval fees if the box requested for Permanent Withdrawal is in Iron Mountain possession at the time of request.</p>

For more information on Iron Mountain's Environmental Sustainability Policies, please see the included attachment titled, "City of Charlotte 2020 - Form 9 Response on Environmental Sustainability."

IRON MOUNTAIN ENVIRONMENTAL SUSTAINABILITY

Since we began our Corporate Responsibility journey, our approach has been to actively seek business-positive solutions with a beneficial environmental impact. We believe that by pursuing environmental stewardship and seeking to reduce our footprint, we can deliver better results for our business and for the environment. Our key goals are to know, share and address our business's environmental impacts. This process includes looking at how we impact the environment and attempting to better understand and measure these impacts.

Iron Mountain reports its detailed progress on all fronts in its annual Corporate Social Responsibility Report. We also report to CDP and CDP-Supply chain as well as Ecovadis. Please see our most recent report on our website located at:

<http://www.ironmountain.com/About-Us/Corporate-Social-Responsibility/News-and-Noteworthy/Corporate-Social-Responsibility-Reports.aspx>.

Some of our key environmental accomplishments are highlighted below:

Fleet

Our routing optimization software allows us to use fewer vehicles and drive fewer miles, reducing our emissions and fuel usage. This software also provides valuable data to assist us in continually improving our fleet performance. We also have electric vehicles in use in our European operations and are currently piloting 100% electric box trucks in North America.

Helping Customers meet their Environmental Goals

We believe that we are well positioned through our products and services to help our customers achieve their environmental goals. One example of that is Green Power Pass (GPP). On February 27, 2019, we announced the launch of Green Power Pass (GPP), our new data center renewable energy reporting solution. GPP is the first of its kind in the data center sector and is an industry-endorsed, fully transparent option for companies that wish to claim greenhouse gas or carbon dioxide reductions with the green power they consume at our data centers.

Many data centers consume huge amounts of non-renewable energy, which can heavily affect an organization's overall environmental footprint. In the past, the only way for colocation data center customers to reduce that impact was to use complex processes to purchase carbon offsets or renewable energy credits. Recognizing this as an industry barrier, Iron Mountain participated with a group of large data center customers, suppliers and verifiers convened by expert non-governmental organizations who are part of a group called the Future of Internet Power (FoIP). Together this group crafted an industry consensus solution that met the requirements of the World Resources Institute (WRI) and enables data center customers to access renewable energy benefits supplied by data center owners.

Iron Mountain's Green Power Pass is the first to use the FoIP protocol to enable customers to fulfill their carbon and emission reduction goals without third-party contracting. With our newest data center solution, reporting is standardized, making achieving sustainability commitments easier and faster than ever before. We provide organizations with an annual certificate stating that 100% of the power they use at Iron Mountain is from qualifying renewable resources.

GPP covers power consumed at all of our global data centers, reflecting our shift toward more environmentally sustainable practices and bringing renewable energy sources into our data center business.

Renewable Energy and Greenhouse Gas Emissions (GHG)

In 2018, Iron Mountain became a member of the RE100, committing to source 100% of our electricity demand from renewable electricity sources by 2050. We increased the amount of renewable electricity we use across our company from 30% in 2017 to 69% in 2018. This 69% translates into sourcing renewable electricity that covers 100% of our Data Center operations worldwide in 2019 (enabling our Green Power Pass product, which is described in the second section above) as well as portions of our Records Management operational footprint. Due to the tremendous growth of our data center business our overall use of electricity in 2018 increased by 203,982 Megawatt Hours from 2017. However, because of our continued pursuit of renewable energy, we reduced our overall GHG emissions by 177,742 metric tons of carbon dioxide equivalent (MTCO₂e).

In 2019 the Science Based Targets Initiative, in alignment with the Paris Climate Accord, approved our goal to reduce our absolute greenhouse gas emissions by 20% from our 2016 baseline by 2025, including both direct and indirect carbon emissions. Our success at adopting renewable energy helped us to a fast start, reducing carbon impact by 47% to date. However, the most recent Intergovernmental Panel on Climate Change (IPCC) Special Report calls on all of us to do even more and align with a 1.5°C pathway. As a result, we will increase our effort and voluntarily submit a new emissions reduction goal to the Science-Based Target Institute later in 2019.

Waste and Recycling

In addition to our own waste stream, Iron Mountain commits to being a responsible partner to its customers. Therefore, we continuously seek innovative ways to help minimize the environmental impacts of our service offerings. One example is our Secure IT Asset Disposition (SITAD) service in the United States, which provides a safe and responsible way for our customers to dispose of or recycle their electronic waste.

As an E-stewards Enterprise, when customers choose Iron Mountain for the disposal of their electronic waste, they are assured that all of our processors meet stringent environmental and social standards.

In 2018, we helped our customers to responsibly dispose of 9,116 tons of electronics and backup tapes, 2,239 tons of X-ray film and 8,153 tons of plastic pharmacy bottles. We also offer secure destruction of paper documents and used boxes through our shredding service. This offering provides a safe and environmentally conscious solution for our customers looking to dispose of documents. We offer onsite and offsite shredding services on a one-time or reoccurring basis to tailor this solution to the customer's needs. One hundred percent of paper shredded through this service is recycled, and we provide customers using this service reports that outline the environmental benefits attributed to their document disposal. In 2018, 588,846 tons of cardboard and paper were recycled through this service.

In 2018, we joined the RE100 Initiative to commit to using renewable energy sources for 100 percent of our worldwide electricity. In 2018, we announced that we have set aggressive science-based targets for carbon reduction by the end of 2019. In 2017, 40% of our US electricity use, including 100% of the electricity used to power our Data Center and Cloud business, was from renewable sources.

Green Product Lines

In 2017, Iron Mountain was awarded the EPA's Green Power Leadership Award. Iron Mountain is a top 10 buyer of Renewable Energy on the EPA's Green Power Partnership Top Tech and Telecom Green Power Users. In 2017 Iron Mountain launched a Green Data Center offering to clients, helping our clients meet their sustainability goals. In 2017 Iron Mountain was named in the Dow Jones Sustainability Indices.

EXCEPTIONS

Please see the table below for a list and explanation of Iron Mountain’s proposed exceptions.

From the Service Terms (beginning on pg. 46 of the RFP)

Section Reference	Original Language	Exception / Revision	Comment
3	<p>Premium Rates. Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.</p>	<p>Premium Rates. Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week, unless previously agreed upon.</p>	<p>Certain services provided by Iron Mountain may require overtime to meet customer deadlines. These overtime rates would be agreed upon prior to being charged to customer.</p>
4	<p>Billing Records. During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit {---Vendor Reference Name---}’s time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. {---Vendor Reference Name---} agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or</p>	<p>Billing Records. During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. Upon not less than ten (10) business days’ advance written notification by the City and no more frequently than once a year, Company agrees that the Customer shall have the right, at its cost and expense, to inspect Company’s books and records which provide substantiation of the performance of services by Company to City relating to charges which are set forth in invoices issued by Company to City. Notwithstanding the above, if City’s request for audit occurs during Company’s quarter or year end, or such other time during which Company cannot reasonably accommodate such request, the parties shall mutually agree on an extension to the ten business days advance written notification. Nothing contained herein will allow City to review data pertaining to other Company customers or proprietary information related to Company security programs. If City elects to</p>	<p>Iron Mountain requires some kind of limitation on audit rights of our customer to ensure we can manage all audit requests from across all customers.</p>



	<p>additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.</p>	<p>have its authorized representative perform such inspection, the authorized representative, excluding any federal or state agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Company. Company reserves the right to refuse access to any person who is or represents a competitor of Company. While City and/or its authorized representatives are on Company premises, they must comply with the Company safety and security policies.</p>	
12	<p>Compensation for Termination Without Cause. If the City terminates this Contract without cause, the City shall pay {---Vendor Reference Name---} for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City’s obligation to make such payments is conditioned upon {---Vendor Reference Name---} having complied with the Section of General Conditions captioned “Obligations On Termination,” and is subject to the City’s right to inspect billing records and dispute any charges as provided under this Attachment.</p>	Delete Entirely	<p>Iron Mountain does not typically agree to termination without cause provisions as it creates an unincetivized one way agreement in favor of the party with the power to termiante without cause.</p>
13	<p>Removal and Replacement of Personnel. “Key Personnel” are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City’s written approval, {--- Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}’s subcontractors to remove Key Personnel from performance of this</p>	<p>Removal and Replacement of Personnel. “Key Personnel” are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. If Key Personnel is to be modified, Iron Mountain shall provide written notice of such change.</p>	<p>Iron Mountain does not allow customer’s to dictate changes to personnel as it is administratively impossible to oversee and creates operational difficulties.</p>



	<p>Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}'s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.</p>		
14	<p>Regeneration of Lost or Damaged Data. If {---Vendor Reference Name---} loses or damages any data in the City's possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}'s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference</p>	Delete entirely	This is not possible based on the services being provided. Iron Mountain also included a limitation of liability elsewhere in this sample agreement that we require for certain of the services being provided under this agreement that speaks to if



	Name---}'s own expense, a new machine-readable copy of lost or damaged data from the City's data sources.		any information is lost or destroyed.
16	Background Checks (Did not include full section because it would be too long and we are modifying completely.	<p>Iron Mountain has drug screening and background investigation policies in effect for its employees in the United States. Iron Mountain will continue to maintain such drug screening and background investigation policies for the term of this Agreement. Background Investigations include, but are not limited to, criminal record searches, employment verifications, government/terrorist watch list and sanction list searches, education verification (if required for the role), and motor vehicle report reviews for driver candidates. Pre-employment drug screens are conducted on all candidates who have been extended an offer, prior to employment, in accordance with local law. All drug testing, background investigations and driver checks are conducted by reputable national services and reported to the Iron Mountain corporate office to preserve the integrity of the process and the results. Employment decisions are reviewed on an individualized basis with consideration given to the recency, severity and relevance of any derogatory information in an employee or applicant's background check.</p> <p>Iron Mountain acknowledges that its personnel who have access to City's facilities and who receive a Customer badge in connection with the delivery or pick up Deposits, may be subject to City's normal background investigation procedures including, but not limited to, criminal background checks prior to such access being given. City may deny such access based on the results of such background investigation. City acknowledges that Iron Mountain</p>	Iron Mountain cannot be in a position to allow customers to dictate our background check protocol on our own employees. We have a detailed background check policy that applies to all employees as a condition of employment and then follow up checks during employment. More detail can be provided is needed.

		<p>has no legal or contractual authority to compel its personnel to undergo such procedures, and that it must rely on personnel to voluntarily agree to do so. Iron Mountain makes no guarantees that its personnel shall agree to undergo such procedures. Iron Mountain authorizes City to conduct such background investigations of Iron Mountain personnel who have agreed to undergo such procedures. City will be responsible for administering any such City required checks and the costs associated therewith.</p>	
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General Conditions (beginning on pg. 50 of RFP)

Section Reference	Original Language	Exception / Revision	Comment
<p>Add new Section at beginning with definitions</p>		<p>1. DEFINITIONS.</p> <p>1.1. "Data" means the data and information in Deposits provided by City to Iron Mountain under this Agreement in connection with the performance by Iron Mountain of the storage, shredding or scanning Services defined in this Agreement.</p> <p>1.2. "Deposits" means the hard-copy records and media Processed (defined below) by Iron Mountain under this Agreement.</p> <p>1.3. "Personal Data" means any information relating to an identified or identifiable natural person, received by Iron Mountain in the course of delivering Services under this Agreement.</p> <p>1.4. "Process," "Processed," or "Processing" shall mean any Data received by Iron Mountain from City under this Agreement for handling and processing by Iron Mountain including but not limited to collecting, receiving, retrieving, using, recording, organizing,</p>	<p>These are standard definitions that help to explain the services the Iron Mountain is providing.</p>

		storing, transferring, disclosing, destroying or deleting of Data.	
3	<p>PAYMENT TERMS. The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, {--Vendor Reference Name--} must invoice the City for Services within sixty (60) days after the Services are performed. {--Vendor Reference Name--} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.</p>	<p>PAYMENT TERMS. The City will pay undisputed, properly submitted invoices within thirty (30) days of the invoice date. City shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where City is located, calculated from the date payment was due until the date payment is made together with all expenses incurred in collection, including reasonable attorneys' fees and expenses. Upon the expiration or termination of this Agreement for any reason, or in the event that City (i) is consistently delinquent (defined as being late in the payment of 3 or more undisputed invoices in a 12-month period) or (ii) requests permanent withdrawal in excess of twenty-five percent (25%) of the total number of Deposits stored with Iron Mountain at such time, Customer agrees to make payment by certified check prior to performance of services (including delivery of Deposits) if requested by Iron Mountain.</p>	<p>Including industry standard payment term language</p>
4	<p>TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving written notice to {---Vendor Reference Name---}. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.</p>	<p>Delete Entirely</p>	<p>As explained in this document above, Iron Moutnain typically does not agree to termination for convenience as it creates and unfair agreement where one party controls the duration while Iron Moutnain created</p>

			proposed rates on reliance of the full term being realized.
5	<p>TERMINATION FOR CAUSE. Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}: 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or 5.2. Becomes more than ten (10) days late performing the Services; or 5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.</p>	<p>TERMINATION FOR CAUSE. Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}: 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or 5.2. Becomes more than ten (10) days late performing the Services; or 5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.</p>	SLAs should be discussed and negotiated with pricing. And, the types of services don't entirely lend themselves to that type of SLA.
7	<p>OBLIGATIONS ON TERMINATION. Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.</p>	<p>OBLIGATIONS ON TERMINATION. Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.</p> <p>Payments upon Termination. Iron Mountain shall permit City to retrieve City's Data only after payment by Customer of (i) Iron Mountain's fees for</p>	The added language is to cover industry standard costs that arise in the performance of the types of services that Iron Mountain is provided. These should be included in any pricing schedule.

		<p>retrieving or permanently withdrawing Deposits or for decommissioning services related to ESI calculated on a time and materials basis at Iron Mountain’s consulting rates for such Services as then in effect and (ii) any fees and other accrued and unpaid amounts due to Iron Mountain under this Agreement. After payment of all such fees and other amounts, Data shall be made available for pick up by City in its original format. City agrees that Iron Mountain shall not be obligated to make available for Permanent Withdrawal more than two hundred cartons of hard-copy records per business day per market, up to a maximum of two hundred forty cubic feet per business day per market.</p>	
<p>9</p>	<p>9. REMEDIES.</p> <p>9.1. Right to Withhold Payment. If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party’s breach.</p> <p>9.2. Other Remedies. The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in equity. Additional remedies may be set forth in the Attachments.</p> <p>9.3. Liquidated Damages. {---Vendor Reference Name---} acknowledges and agrees that the City may incur costs if {---Vendor Reference Name---} fails to meet the certain requirements set forth herein (including without limitation delivery times, inventory levels, accurate invoices, and reporting requirements). {---Vendor Reference Name---} further acknowledges and</p>	<p>9. REMEDIES.</p> <p>Right to Withhold Payment Re-Performance of the Services. This warranty is limited and shall not apply to any Services where the failure of the Services to satisfy this warranty is determined to result from improper use by City of the Services or from City’s decision not to implement any reasonable practices to which the Services apply that may be recommended by Iron Mountain. In the event of Iron Mountain’s breach of the foregoing warranty, City’s exclusive remedy and Iron Mountain’s sole liability shall be the re-performance of the applicable Service, at no charge to City.</p> <p>9.1. If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party’s breach.</p> <p>9.2. Other Remedies. The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedy available at law or in</p>	<p>Iron Mountain does not agree to liquidated damages such as this, and the services we are providing only allow themselves to have limited remedy of re-performance.</p>



	<p>agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, {--Vendor Reference Name--} agrees to pay liquidated damages as follows:</p> <table border="1" data-bbox="443 632 808 1163"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Record loss</td> <td>Failure to return a record when requested by City;/Deletion of record</td> <td>\$125 per record</td> </tr> <tr> <td>Record Damage</td> <td>Damage to a City Record</td> <td>\$75 per record</td> </tr> </tbody> </table>	Category	Description	Amount	Record loss	Failure to return a record when requested by City;/Deletion of record	\$125 per record	Record Damage	Damage to a City Record	\$75 per record	<p>equity. Additional remedies may be set forth in the Attachments.</p> <p>9.3. Liquidated Damages. {--Vendor Reference Name--} acknowledges and agrees that the City may incur costs if {--Vendor Reference Name--} fails to meet the certain requirements set forth herein (including without limitation delivery times, inventory levels, accurate invoices, and reporting requirements). {--Vendor Reference Name--} further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, {--Vendor Reference Name--} agrees to pay liquidated damages as follows:</p> <table border="1" data-bbox="943 974 1292 1381"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Record loss</td> <td>Failure to return a record when requested by City;/Deletion of record</td> <td>\$125 per record</td> </tr> <tr> <td>Record Damage</td> <td>Damage to a City Record</td> <td>\$75 per record</td> </tr> </tbody> </table>	Category	Description	Amount	Record loss	Failure to return a record when requested by City;/Deletion of record	\$125 per record	Record Damage	Damage to a City Record	\$75 per record	
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10	<p>INDEMNIFICATION. To the fullest extent permitted by law, {--Vendor Reference Name--} shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:</p> <p>Breach of contract, negligence or willful misconduct by {--Vendor Reference Name--} or any of {--Vendor Reference Name--}'s agents, employees, or</p>	<p>INDEMNIFICATION. To the fullest extent permitted by law, {--Vendor Reference Name--} shall indemnify, defend, and hold harmless the City and the City' officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:</p> <p>Bodily injury or tangible property damage (excluding Deposits) caused by the negligent act or omissions of Iron</p>	Iron Mountain's indemnification obligations must be more narrowly tailored.																		



	<p>subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;</p> <p>Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;</p> <p>Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract (“Infringement Claims”);</p> <p>If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.</p> <p>In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.</p> <p>If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency’s</p>	<p>Mountain; or infringement on intellectual property.</p> <p>Breach of contract, negligence or willful misconduct by {---Vendor Reference Name---} or any of {---Vendor Reference Name---}'s agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;</p> <p>Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;</p> <p>Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract (“Infringement Claims”);</p> <p>If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract City may terminate that portion of the Services.</p>	
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	<p>officers, officials, employees, agents, and independent contractors (excluding {--- Vendor Reference Name---}).</p>	<p>City shall grant the Iron Mountain the option to control the defense and/or settlement of the claim or demand and, in the event the Indemnifying Party exercises such option to control the defense/settlement, then (i) Iron Mountain shall not settle any claim requiring any admission of fault on the part of the City without its prior written consent, (ii) the City shall have the right to participate, at its own expense, in the claim or suit and (iii) the City shall cooperate with the Indemnifying Party as may be reasonably requested. Iron Mountain's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.</p> <p>In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.</p> <p>If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding {---Vendor Reference Name---}).</p>	
11	<p>INSURANCE.</p> <p>{---Vendor Reference Name---} shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:</p> <p>(a) <u>Automobile Liability</u> Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined</p>	<p>INSURANCE.</p> <p>{---Vendor Reference Name---} shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:</p> <p>(a) <u>Automobile Liability</u> Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined</p>	<p>Edits are required by Iron Mountain Risk Management to make sure the language is in line with our policies</p>



	<p>single limit each occurrence/aggregate.</p> <p>(b) <u>Commercial General Liability</u> Bodily injury and property damage liability as shall protect {---Vendor Reference Name---} and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal and advertising injury liability, and contractual liability assumed under the indemnity provision of this Contract.</p> <p>(c) <u>Workers' Compensation Insurance</u> Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.</p> <p><u>Contracts including Electronic Document Storage:</u> Professional Liability, including Network Security and Privacy Liability-Professional Liability as shall protect the Company and Company's employees for negligent acts, errors or omissions in performing the services under this contract. Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$3,000,000. Policy</p>	<p>single limit each occurrence/aggregate.</p> <p>(b) <u>Commercial General Liability</u> Bodily injury and property damage liability as shall protect {---Vendor Reference Name---} and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal and advertising injury liability, and contractual liability assumed under the indemnity provision of this Contract.</p> <p>(c) <u>Workers' Compensation Insurance</u> Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.</p> <p><u>Contracts including Electronic Document Storage:</u> Professional Liability, including Network Security and Privacy Liability-Professional Liability as shall protect the Company and Company's employees for negligent acts, errors or omissions in performing the services under this contract. Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of the City in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each</p>	
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	<p>will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.</p> <p>{---Vendor Reference Name---} shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. {---Vendor Reference Name---} shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.</p> <p>The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of {---Vendor Reference Name---} and/or subcontractor providing such insurance.</p> <p>The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring Company.</p> <p>Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.</p> <p>If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve {---Vendor Reference Name---} from meeting all insurance requirements or otherwise being responsible for the subcontractor.</p>	<p>occurrence/aggregate of \$3,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.</p> <p>{---Vendor Reference Name---} shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. {---Vendor Reference Name---} shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.</p> <p>The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of {---Vendor Reference Name---} and/or subcontractor providing such insurance.</p> <p>The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract. Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring Company Notice of cancellation shall be provided in accordance with policy provisions.</p> <p>Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.</p> <p>If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all have substantially similar insurance requirements as listed above. However, this will in no way relieve {---Vendor Reference Name---} from meeting all insurance requirements</p>	
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		or otherwise being responsible for the subcontractor.	
18.2	A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages; and	A violation of the CBI Policy shall constitute a material breach of this Contract, subject to cure , and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages ; and	Iron Mountain does not believe that should constitute a material breach
19.4	ASSIGNMENT/SUBCONTRACTING. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.	ASSIGNMENT/SUBCONTRACTING. Except to a wholly owned affiliate, n Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.	Iron Mountain operates as a Real Estate Investment Trust and requires the ability to freely assign between affiliates for revenue recognition and tax purposes.
19.5	DELAY / CONSEQUENTIAL DAMAGES. The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.	DELAY / CONSEQUENTIAL DAMAGES. The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor Neither Party will be liable for or any delay in performance by the City , or for any consequential, indirect, or special damages or lost profits related to this Contract.	Should be mutual and Iron Mountain removed the Liquidated Damages clause above
ADDED SECTION		Limitation of Liability. Notwithstanding anything to the contrary in this Agreement or any document referenced herein, this section entitled "Limitation of Liability" shall control with respect to Iron Mountain's liability in connection with the Deposits and related data. For the purposes of this Agreement, City declares the following values for items stored under this Agreement ("Deposits"): (a) for hard-copy records, \$1.00 per carton, linear foot of open-shelf files or other storage pricing unit, and (b) for media, the cost of replacing the physical item (each a "Declared Value"). City acknowledges that it has declined to	Iron Mountain cannot agree to unlimited liability for the services that we are performing under this agreement. We have room to negotiate on some of the caps but



		<p>declare an excess valuation, for which an excess valuation fee would have been charged. Iron Mountain shall not be liable under this Agreement, with respect to any claims related to the Deposits and data therein or with respect to any non-storage services or electronic storage services performed, unless Iron Mountain fails to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Iron Mountain’s liability is limited as follows: (i) with respect to Deposits and related data, Iron Mountain’s liability is limited to the Declared Value; and (ii) with respect to non-storage services and electronic storage services and data related to each, Iron Mountain’s liability is limited to six (6) months of fees paid by City for the particular service that gave rise to the claim. Deposits and data are not insured by Iron Mountain against loss or damage, however caused. If Deposits and/or data are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any claim related to the Deposits and/or data while in the custody of the carrier. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss or interruption of business, or the cost of recreating any data or information, regardless of whether an action is brought in tort, contract or under any other theory of liability.</p>	<p>these are an industry standard that the City will find with any vendor providing these types of services.</p>
		<p>FORCE MAJEURE. Any failure or delay by either party in the performance of its obligations under this Agreement shall not be deemed a default or a ground for termination hereunder if such failure or delay is caused by an act of God, war, civil commotion, terrorism, riot, strike or other event beyond a party’s reasonable control (a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected party shall promptly notify the</p>	<p>Industry standard and contractual standard language</p>

		<p>other party of the occurrence of a Force Majeure Event, describe in reasonable detail the nature of the Force Majeure Event, and use commercially reasonable efforts to remedy the effects of such event in a timely manner.</p>	
		<p>RESTRICTIONS ON STORED DEPOSITS AND DATA STORED ELECTRONICALLY; MATERIALS FOR SHREDDING, CUSTOMER PREMISES. City shall not store with Iron Mountain nor deliver for secure shredding material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any national, federal, provincial, state or other local law or regulation relating to the environment or hazardous materials. City warrants that it shall only place paper and light cardboard materials in secure shredding bins. City shall indemnify Iron Mountain for damage to or destruction of equipment or injury to personnel resulting from City's breach of this Section. City shall not store with Iron Mountain any negotiable instruments, jewelry, check stock or other items that have intrinsic or market value. City's premises where Iron Mountain employees perform Services (including pickups and deliveries) shall be free of hazardous substances or dangerous conditions. With respect to the digital record center for images, City shall not store defamatory, trade libelous, unlawfully threatening or harassing data; obscene, pornographic or indecent data in violation of applicable law; or propagate any virus, worm, Trojan horse, or other programming routine intended to damage any system or data.</p>	<p>Industry standard language</p>
<p>Confidentiality 2.6</p>	<p>If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---Vendor Reference</p>	<p>If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---</p>	<p>Iron Mountain will assist but should</p>



	Name---} shall immediately notify the City, and will reasonably assist the City’s effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.	Vendor Reference Name---} shall immediately notify the City, and will reasonably assist the City’s effort, at the City’s expense , to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.	not be at our costs and expense to help City quash a subpoena related to City’s records.
Cloud Technology Requirements Exhibit			Remove entirely as it is not applicable to the services that Iron Mountain is providing.

SCHEDULE A: PROGRAM PRICING SCHEDULE



RECORDS MANAGEMENT

This Records Management Pricing Schedule is incorporated into and made part of the Customer Agreement (“Agreement”) between Iron Mountain Information Management, LLC, (the “Company” or “Iron Mountain”) and City of Charlotte (the “Customer”).

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All other Records Management services not specifically listed on the Schedule A will be charged at Iron Mountain’s then current rates.

Notwithstanding anything to the contrary in the Agreement, the pricing set forth in this Schedule or the Agreement will be effective on the later of (i) the date on which the Agreement is signed by both parties; (ii) the Agreement Effective Date; or (iii) the Effective Date of this Schedule. In accordance with Iron Mountain’s standard billing practices, Iron Mountain shall invoice Customer at the rates and charges set forth in this Schedule beginning on the first day of the monthly Billing Cycle in which such date falls, or the following Billing Cycle if the date falls at the end of the month.

CITY OF CHARLOTTE

District Name/Number: Multi-District | Customer IDs : TBD

Effective Date: June 23, 2020

IRON MOUNTAIN RECORDS MANAGEMENT



PRICING FOR CORE SERVICES (AS OF JUNE 23, 2020)

Standard Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Carton Storage	\$.233	Cubic Foot
Carton Storage, New	\$.233	Cubic Foot
Receiving and Entering - Carton	\$ 1.475	Cubic Foot
Regular Retrieval - Carton	\$ 2.044	Cubic Foot
Regular Retrieval - File from Carton	\$ 3.580	File
Regular Refile - Carton	\$ 2.063	Cubic Foot
Regular Refile - File to Carton	\$ 3.580	File
Archival Destruction - Carton	\$ 4.670	CF plus Regular Retrieval Charge
Storage LF, Medical	\$.900	Linear Foot
Open Shelf Storage (X-Ray)	\$ 1.313	Linear Foot
Receiving & Entering - Open Shelf File	\$ 4.470	Linear Foot
Regular Retrieval - File from Open Shelf	\$ 2.430	File
Regular Refile - File to Open Shelf	\$ 2.430	File
Archival Destruction - File from open shelf	\$ 2.340	File plus Regular Retrieval Charge
Next Day Delivery	\$ 19.996	Visit plus Handling Charge
Trip Charge, Pickup	\$ 19.690	Visit plus Handling Charge
Handling Charge	\$ 4.870	Cubic Foot
Trip Charge, Next Day, Zone 2	\$ 37.997	Visit plus Handling Charge
Trip Charge, Next Day, Zone 3	\$ 43.997	Visit plus Handling Charge
Trip Charge, Next Day, Zone 4	\$ 49.997	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro	\$ 26.997	Visit plus Handling Charge
Trip Charge, Next Day, Zone Metro NY	\$ 34.997	Visit plus Handling Charge
Trip Charge, Next Day, Zone 2	\$.000	Visit plus Handling Charge
Trip Charge, Pickup, Zone 2	\$ 37.690	Visit plus Handling Charge
Trip Charge, Pickup, Zone 3	\$ 43.690	Visit plus Handling Charge
Trip Charge, Pickup, Zone 4	\$ 49.690	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro	\$ 26.690	Visit plus Handling Charge
Trip Charge, Pickup, Zone Metro NY	\$ 34.690	Visit plus Handling Charge

Premium Storage and Services (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Archival Destruction - File from Carton	\$ 3.670	File plus Regular Retrieval Charge
Permanent Withdrawal - File from Carton	\$ 3.100	File plus Regular Retrieval Charge
Permanent Withdrawal - Carton	\$ 2.663	CF plus Regular Retrieval Charge
Permanent Withdrawal - File From Open Shelf	\$ 3.900	File plus Regular Retrieval Charge
Rush Retrieval - Carton	\$ 4.760	Cubic Foot
Rush Retrieval - File from Carton	\$ 7.770	File
Regular Interfile - Carton	\$.780	Each
Rush Retrieval - File from Open Shelf	\$ 2.050	File
Regular Interfile - Open Shelf	\$ 6.250	Each
Half Day Delivery	\$ 45.280	Visit plus Handling Charge
Rush Delivery - Business Day	\$ 104.900	Visit plus Handling Charge
Rush Pickup - Business Day	\$ 104.900	Visit plus Handling Charge
Rush Delivery - Weekends/Holidays/After Hours	\$ 166.910	Visit plus Handling Charge
Miscellaneous Services - Labor	\$ 49.200	Hour
Re-boxing Charge	\$ 6.200	Labor Plus New Carton

Premium Storage and Services: Vaulting (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Regular Interfile - Item to carton - Climate Control	\$.780	Each

Other Program Fees (SEE: http://cic.ironmountain.com/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Administrative Fee (Summary Billing)	\$ 44.950	Account ID per Month
Administrative Fee (Detailed Billing)	\$ 92.750	Account ID per Month
Fuel Surcharge	*	Transportation Visit

Note: Minimum Storage accounts are not charged a monthly Administrative Fee.

***Note:** A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found at <http://cic.ironmountain.com/FuelSurcharge>

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/ FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
Outside Courier/Customer Representative Handling	\$ 5.184	Transportation Visit
Storage Minimum	\$ 179.100	Month
Minimum Service Order Charge	\$ 18.250	Order
Individual List/Indexing	\$.540	File
Open Shelf - Individual Listing	\$.800	File

Custom Storage and Services (SEE: http://cic.ironmountain.ca/en/records/glossary/FOR SERVICE DEFINITIONS)		
Description	Effective Price	Per
RFID Z Label	\$.074	Each
RFID T Label	\$.065	Each
Standard Letter/Legal	\$ 2.500	Each
Auto-Fold Letter/Legal	\$ 6.150	Each
#251 Std Attached Lid	\$ 4.150	Each
Image on Demand – Digital Images Scanned (in excess of the first 50 images)	\$.300	Image
Image on Demand – Imaging Minimum (includes first 50 images)	\$ 26.150	Order
Image on Demand – Hourly Labor	\$ 49.200	Hour
Image on Demand Professional Services	\$ 278.500	Hour
Professional Services	\$ 278.500	Hour

****Note:** Storage Minimum will not apply during the first 30 days following the effective date of your Agreement. Following this grace period, one of the accounts under this schedule designated by Customer will be assessed a Storage Minimum if the aggregate storage charges for the account(s) under this Schedule is less than the amount specified, even if no records have been moved into an Iron Mountain storage facility.

Note: Prices are reflective of services not included in the quoted activity caps.

Note: Image on Demand is not available in all markets. If the customer's requirements differ from those described in Image on Demand – Overview within the Glossary of the Customer Information Center (<http://cic.ironmountain.ca/records/glossary>), then custom services are available and must be described in an agreed upon statement of work

TRANSPORTATION SERVICES



PICKUP & DELIVERY

NEXT DAY DELIVERY

Order by 3:00 PM for delivery next Business Day

HALF DAY DELIVERY

Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

RUSH DELIVERY, BUSINESS DAY

Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

RUSH DELIVERY, WEEKENDS/HOLIDAYS/AFTER HOURS

Delivery within 4 hours of placement of Order.

REGULAR PICKUP

Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

RUSH PICKUP, BUSINESS DAY

Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at cic.ironmountain.com/additionalservices.

RECORDS MANAGEMENT – STANDARD IMAGE ON DEMAND (IOD)



This pricing included in this schedule applies specifically to the conversion on (stored) business records. Due to the complexity inherent to document conversion, additional document types may be subject to additional and/or specific pricing.

Document Conversion using Image on Demand (IOD):

- The IOD scan rate includes up to 8-minutes of total labor for each file requested for IOD conversion, covering document preparation, scanning, quality control, standard indexing, scanning non-letter legal documents and reassembly.
- Conversion work that exceeds 8-minutes per file will be charged an hourly rate in 15-minute increments (per order).
- Flatbed Scanning may be required and will be invoiced at the current photocopy rate.
- Standard Image on Demand Services are only available as a next day service. Rush or half day services are considered Custom Image on Demand Services that require a separate statement of work and subject to geographical availability.
- Digital images and indexing data will be made available through a hyperlink delivered to the requestor via email.
- Activation of IOD service is required before an order can be placed.
- All pages contained in the file will be scanned.
- Digital images will be scanned at 300 DPI, in black and white as a PDF multi-page image.
- If the customer’s requirements differ from those described in this Schedule A or the description contained in “Image on Demand – Overview” within the glossary of the Customer Information Center

(<http://cic.ironmountain.com>), then those requirements are considered Custom Image on Demand Services and must be described in a separate, agreed upon statement of work.

Damaged, illegible and/or odd sized documents will be scanned using a flatbed scanner, a fee will be charged for every image generated at Iron Mountain's current photocopy rate.

Rates defined above do not include charges for retrieval, refile, disposition, or physical delivery of source documentation. Rates for these services are based on customer's existing rates. All other services, not specifically listed herein or quoted on a separate Schedule A, will be charged at Iron Mountain's then current rates.

IRON MOUNTAIN INSIGHT® ESSENTIAL EDITION SERVICES AGREEMENT

This Iron Mountain InSight® Essential Edition Services Agreement (and all Statements of Work, exhibits and addenda attached hereto, the “**Agreement**”) is made and entered into by and between **Iron Mountain Information Management Services, Inc.** (“**Iron Mountain**”), and [CUSTOMER] (“**Customer**”). This Agreement shall be effective as of the later date of signature below (the “**Effective Date**”). Customer and Iron Mountain are each referred to as a “**Party**” and collectively, the “**Parties**.” In consideration of the mutual promises contained herein, the Parties hereby agree to the following:

1. BACKGROUND. Customer wishes to utilize the Services, and Iron Mountain desires to make the Services available to Customer, subject to the following terms and conditions.

2. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

2.1 “Access Protocols” means the usernames, passwords, access codes, encryption keys, service accounts, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

2.2 “Affiliates” means those entities controlling, controlled by, under common control with, or having a common parent with, either Iron Mountain or Customer as applicable. For purposes of the foregoing definition, “control” (including “controlling”, “controlled by” and “under common control with”) shall mean direct or indirect ownership of: (a) not less than fifty percent (50%) of the voting stock of a corporation; (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation; or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity. If the Parties wish to add Customer’s Affiliate to receive Services under this Agreement, such Affiliate and Iron Mountain shall execute a Statement of Work, which will be subject to the terms and conditions of this Agreement. Upon execution of a Statement of Work by Customer’s Affiliate, any reference to “Customer” within this Agreement shall be deemed to include Customer’s Affiliate.

2.3 “Authorized User” means any individual who is an employee of Customer or such other person or entity as may be authorized by Customer to access the InSight Services pursuant to Customer’s rights under this Agreement. An authorized user is granted access using the Customer owned Identity Provider (“**IDP**”) or through an Iron Mountain managed IDP.

2.4 “AUP” means the acceptable use policy for Iron Mountain’s hosting provider, currently found at: <https://cloud.google.com/terms/aup>, which may be updated from time to time by the Host (as defined in Section 6.7).

2.5 “Customer Data” means all content, data and information provided by, or on behalf of, Customer to Iron Mountain through the Services under this Agreement. For the avoidance of doubt, Customer Data does not include Usage Data or any other information reflecting the access or use of the InSight Services by or on behalf of Customer or any Authorized User.

2.6 “Documentation” means the user manuals, training materials, reference guides, instruction materials, help files and similar documentation provided by Iron Mountain or its suppliers to Customer in hard copy or electronic form or available on Iron Mountain’s online portal describing the use, operations, features, functionalities, user responsibilities, procedures, commands, requirements, limitations and capabilities of and/or similar information about the Services.

2.7 “Encrypted” or “encrypted” shall mean data that has been rendered through algorithmic transformation or any other means available into an unrecognizable form in which meaning cannot be understood without the use of a confidential process or key.

2.8 “High Risk Activities” means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

2.9 “**InSight Services**” means the hosting of the Customer Data on the Iron Mountain InSight platform, the classification and extraction of relevant metadata, and the access and search capabilities available through the Iron Mountain InSight platform as further set forth in one or more Statement(s) of Work.

2.10 “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

2.11 “**Implementation Services**” means the services documented in an SOW, including service details related to IDP integration, security controls and special accommodations which require Iron Mountain assistance to implement.

2.12 “**Professional Services**” means the scanning, training, customization, Implementation Services, data ingestion, consulting or other services Iron Mountain or its suppliers may perform for the benefit of Customer in connection with the InSight Services as set forth in a Statement of Work.

2.13 “**Usage Data**” means the data and information related to Customer’s use, patterns, trends, and other statistical data derived from the InSight Services that is used by Iron Mountain in an aggregate and anonymized manner to provide, operate, maintain, and improve Iron Mountain products and services.

2.14 “**Services**” means the InSight Services, Professional Services and Support Services, as may be set forth in one or more Statement(s) of Work.

2.15 “**Services Technology**” means the software, databases, platforms and other technologies used by or on behalf of Iron Mountain in performing the Services, whether operated directly by Iron Mountain or through the use of third-party services.

2.16 “**Statement of Work**” or “**SOW**” means a document that (a) contains details regarding the Services to be performed or provided, including pricing and other specifics, (b) is mutually agreed upon and executed by the Parties, and (c) is incorporated into this Agreement.

2.17 “**Support Services**” means the support services and related maintenance for the InSight Services purchased by Customer as described in a Statement of Work.

3. PROVISION OF SERVICES

3.1 Services Use. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Iron Mountain hereby grants Customer a non-exclusive, non-transferable right, during the Term of this Agreement, solely for Customer’s internal business purposes and in accordance with the limitations and restrictions contained herein, (a) to access and use the Services in accordance with this Agreement and the Documentation; and (b) to use the Documentation solely to support Customer’s use of the Services. Iron Mountain may change or modify the Documentation and Services, including adding or removing features and functions, from time to time, provided that in no event will such modifications materially reduce the functionality provided to Customer during the Term.

3.2 Access Protocols. Iron Mountain will provide the Services to Customer at the rates and charges set forth in the applicable Statement(s) of Work. Iron Mountain will work with the Customer to provide access through the mutually agreed Access Protocol implementation process, including providing Customer with training on user account setup and access control implementation with the applicable IDP. Customer is solely responsible for obtaining and maintaining its equipment, computers, networks, and communications, including Internet access, required to access and utilize the Services and for all expenses related thereto. Iron Mountain is not responsible for any issues

relating to access attributable to Customer or any third party. Customer agrees to maintain and update an industry leading anti-virus program within its computer systems that are used in connection with the Services.

3.3 Authorized Users. Customer may designate its Authorized Users and their access rights to the features and functions of the InSight Services. Usernames and passwords (“**User IDs**”) cannot be shared or used by more than one Authorized User at a time. Depending on the agreed login and authorization implementation, Iron Mountain may assist the Customer with establishing User IDs for Customer’s Authorized User who has been designated as a “User Manager” and provide such User Manager with rights to create, control and manage its portfolio of Authorized Users, including, but not limited to, the number of Authorized Users and all User IDs, in accordance with the Access Protocols. Customer shall not disclose or make available User IDs or other Access Protocols other than to Customer’s Authorized Users and shall prevent unauthorized access to, or use of, the InSight Services, and will notify Iron Mountain promptly of any actual or suspected unauthorized use. Customer is solely responsible for managing the User IDs and access rights of its Authorized Users, including, but not limited to, terminating an Authorized User’s access if such individual is no longer employed by Customer or otherwise authorized to have access. Customer is responsible for ensuring all Authorized Users comply with Customer’s obligations under this Agreement. Iron Mountain reserves the right (a) to track and review user profiles, access and activity at any time, and (b) to terminate any User ID that it reasonably determines may have been used in a way that breaches this Section 3.3.

3.4 Professional Services. Iron Mountain will provide Professional Services as may be mutually agreed to by the Parties from time to time and set forth in one or more Statement(s) of Work. Each Statement of Work will be subject to the terms and conditions of this Agreement.

3.5 Other Services. Iron Mountain’s services outside the scope of this Agreement, if any, shall be provided pursuant to Iron Mountain’s then-current applicable services policies and procedures, including, at a minimum, negotiation and execution of Iron Mountain’s then-current agreement for such service and payment of Iron Mountain’s then-current fees for such services, plus Iron Mountain’s reasonable costs and expenses incurred in providing such services.

4. INTELLECTUAL PROPERTY

4.1 Ownership. The Services, Documentation, Usage Data and all other materials provided by Iron Mountain hereunder, including but not limited to all manuals, reports, records, programs, data and other materials, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Iron Mountain and its suppliers. All rights in and to the Services, Documentation and Usage Data not expressly granted to Customer in this Agreement are reserved by Iron Mountain and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, Documentation, Usage Data or any part thereof, including any right to obtain possession of any source code, data or other technical material related to the Services. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Iron Mountain an assignment of all its right, title and interest in and to the Usage Data, including all Intellectual Property Rights relating thereto.

4.2 License; Ownership. Customer grants Iron Mountain and its suppliers a non-exclusive, worldwide, royalty-free and fully paid license to access, use, reproduce, modify, display, process and store the Customer Data and any metadata extracted from such data as necessary for purposes of providing the Services for the Customer and building, training and maintaining its machine learning models. All data resulting from ML and AI processing, including classification and extracted metadata (“**Derivative Data**”), are property of the Customer and the Customer shall be provided access to Derivative Data, subject to the terms contained herein governing the destruction of such data upon termination of this Agreement. Iron Mountain will not retain Customer Data or Derivative Data in ML and AI models or otherwise to use or share with other customers. The Customer Data hosted by Iron Mountain as part of the Services, and all worldwide Intellectual Property Rights in it, are the exclusive property of Customer. All rights in and to the Customer Data and any Derivative Data not expressly granted to Iron Mountain in this Agreement are reserved by Customer. Under this Agreement, the Parties acknowledge and agree that Iron Mountain is a data processor.

4.3 Restrictions on Use. Customer shall not permit any party to access or use the Services, Services Technology or Documentation, other than the Authorized Users. Customer agrees that it will not, and will not permit

any Authorized User or other party to: (a) copy, modify, adapt, alter or translate, in whole or in part, the Services Technology, Documentation or any component thereof; (b) license, sublicense, sell, resell, lease, rent, loan, transfer, assign, distribute, or otherwise commercially exploit or make available, in whole or in part, the Services, Services Technology or Documentation to any third party; (c) reverse engineer, decompile, disassemble, decode, adapt or otherwise derive or determine or attempt to derive, determine or gain access to the source code (or the underlying ideas, algorithms, structure or organization) of or make derivative works based upon the Services Technology, Documentation or any component thereof, in whole or in part; (d) disclose or transmit any information regarding the Services, Services Technology or Documentation to any individual other than an Authorized User, except as expressly allowed herein; (e) use or access the Services, Services Technology or Documentation to build a similar product; (f) use the Services, Services Technology or any component thereof (I) to send or store infringing, threatening, harassing, defamatory, libelous, obscene, pornographic, indecent or otherwise unlawful or tortious material, including material harmful to children or violating third party privacy rights, (II) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (III) for High Risk Activities, or (IV) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or that violates any applicable law; (g) disclose the results of any benchmark test of Services, Services Technology or Documentation to any third party; (h) interfere with or disrupt the integrity or performance of the Services, Services Technology or the data contained therein; or (i) bypass or breach any security device or protection used for or contained in the Services or Services Technology or otherwise attempt to gain unauthorized access to the Services, Services Technology or its related systems or networks. Unless otherwise specified in writing by Iron Mountain, Iron Mountain does not intend use of the Services to create obligations under the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time and any regulations issued under it (“HIPAA”), and Iron Mountain makes no representations that the Services satisfy HIPAA requirements. Customer shall not provide Iron Mountain access to, nor use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless specifically agreed to in writing by the Parties (including through the signing of a Business Associate Agreement).

4.4 Open Source Software. Certain items of software may be provided to Customer with the Services and are subject to “open source” or “free software” licenses (“**Open Source Software**”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of the section titled *Indemnification* or the subsection titled *Services Use*. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software.

4.5 Feedback. If Customer provides Iron Mountain any feedback or suggestions about the Services or Documentation (the “**Feedback**”), then Iron Mountain may use that information without obligation to Customer, and Customer hereby irrevocably assigns all rights, title and interest in the Feedback to Iron Mountain.

5. FEES AND EXPENSES; PAYMENTS

5.1 Fees. In consideration for the access rights granted to Customer and the Services performed by Iron Mountain under this Agreement, Customer will pay to Iron Mountain the fees set forth in the applicable Statement(s) of Work. Fees and charges during the Initial Term shall be as set forth in the applicable Statement(s) of Work, and may thereafter be changed at any time by Iron Mountain upon thirty (30) days’ written notice.

5.2 Payment Terms. Except as otherwise provided in a Statement of Work, all fees for Services shall be billed monthly in arrears. Payment terms are net thirty (30) days from the date of invoice. Any amounts not paid when due shall bear interest at the rate of one percent (1%) per month, or the maximum legal rate if less, and Customer shall be liable for all expenses incurred in collection, including reasonable attorneys’ fees and expenses. In the event that Customer exceeds the total storage volume of the Customer’s subscription plan, Customer shall be charged additional fees as set forth in the applicable Statement of Work for any overages during each month such overage occurs.

5.3 Taxes. The fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Iron Mountain’s income), fees, duties, and charges

and any related penalties and interest, arising from the payment of the fees and the delivery of the Services to Customer under this Agreement. Customer will make all payments of fees to Iron Mountain free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Iron Mountain will be Customer's sole responsibility, and Customer will provide Iron Mountain with official receipts issued by the appropriate taxing authority, or such other evidence as the Iron Mountain may reasonably request, to establish that such taxes have been paid. Customer shall indemnify and defend Iron Mountain in connection with any proceedings brought by any taxing authorities in connection with Customer's breach of this Section 5.3.

6. CUSTOMER RESPONSIBILITIES

6.1 Customer Warranty. Customer represents and warrants that (a) it is the owner or legal custodian of the Customer Data; (b) it has all necessary consents, authorizations and/or legal permissions required to direct and enable Iron Mountain and its suppliers to access, use and process the Customer Data as set forth in this Agreement; and (c) any Customer Data hosted by Iron Mountain as part of the Services shall not (i) infringe any copyright, trademark, or patent; (ii) misappropriate any trade secret; (iii) be defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Iron Mountain's systems or data; or (v) otherwise violate the rights of a third party or violate any applicable law. Iron Mountain is not obligated to back up any Customer Data. Customer agrees that any use of the Services contrary to or in violation of the representations and warranties of Customer in this Section constitutes unauthorized and improper use of the Services. Customer will immediately notify Iron Mountain of any issues of which it becomes aware that could negatively impact Iron Mountain's use of the Customer Data in accordance with the terms of this Agreement.

6.2 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for (a) all changes to and/or deletions of Customer Data, the maintaining security and confidentiality of all User IDs and other Access Protocols required in order to use and access the InSight Services, and (b) all activities that occur in connection with such use and access. Iron Mountain and its suppliers are not responsible or liable for the deletion of or failure to store any Customer Data; Customer is responsible for securing and backing up the Customer Data that is provided to Iron Mountain. Iron Mountain shall maintain service accounts and encryption keys on behalf of the Customer necessary to perform the Services. Iron Mountain shall not be liable to Customer for its inability to perform the Services due to Customer's failure to provide such access. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and for ensuring that it complies with the AUP. Iron Mountain and its suppliers reserve the right to review the Customer Data for compliance with the AUP. In no event will Iron Mountain be liable for any loss of Customer Data or other claims arising out of or in connection with the unauthorized acquisition or use of Access Protocols.

6.3 Cooperation. Customer agrees to provide Iron Mountain with such cooperation, materials, information, access and support which Iron Mountain deems reasonably required to allow Iron Mountain to successfully provide the Services. Customer understands and agrees that the success of the Services is contingent upon Customer providing such cooperation, materials, information, access and support.

6.4 Data Transmittal. Customer shall transmit any Customer Data to Iron Mountain in accordance with the acceptable methods and requirements for data transmittal set forth in a Statement of Work or Documentation. All Customer Data transmitted must use secure and encrypted protocols. Customer assumes full responsibility to safeguard against unauthorized access and to encrypt its electronic Customer Data prior to and during the transmission and transfer of its electronic Customer Data to Iron Mountain. With respect to physical and tangible Customer Data, the terms and conditions of this Agreement shall apply only to physical and tangible Customer Data that is in Iron Mountain's possession in the performance of the Services. Physical and tangible Customer Data shall only be deemed to be in Iron Mountain's possession while in an Iron Mountain facility, in an Iron Mountain vehicle or in the custody of an Iron Mountain employee. Customer shall have the ability to export Customer Data hosted by Iron Mountain as part of the Services out of the Host's (as defined below) platform.

6.5 Host. Iron Mountain will store the Customer Data on a hosting service provided by a third party ("Host"), which as of the Effective Date shall be the Google Cloud Platform ("GCP"), pursuant to Iron Mountain's agreement with Google, during which time it will be maintained in accordance with Google's Cloud Platform terms,

which can be found at <https://cloud.google.com/terms>. Iron Mountain may change the Host upon notice to Customer, at which time it will be maintained in accordance with the then-current terms of the new Host.

7. CONFIDENTIALITY

7.1 Confidential Information. During the Term of this Agreement, each Party (the “**Disclosing Party**”) may provide the other Party (the “**Receiving Party**”) with certain information regarding the Disclosing Party’s business, technology, products, or services or other confidential or proprietary information, and which is marked as “confidential” or “proprietary” or would normally under the circumstances be considered confidential information (collectively, “**Confidential Information**”). Customer Data will be considered Confidential Information of Customer, and the Services, Services Technology, Documentation, Usage Data and all enhancements and improvements thereto will be considered Confidential Information of Iron Mountain.

7.2 Protection of Confidential Information. The Receiving Party agrees that it will (a) not disclose to any third party any Confidential Information of the Disclosing Party, except (i) to its Affiliates, directors, employees, agents, suppliers or subcontractors to the extent such disclosure is necessary for the performance of this Agreement and who have agreed to restrictions similar to those set forth in this Section 7 or (ii) as may be required by law; (b) not use any Confidential Information of the Disclosing Party except for the purposes contemplated by this Agreement; and (c) protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care.

7.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure or similar process (“**Legal Process**”), provided that the Receiving Party uses commercially reasonable efforts to promptly notify the Disclosing Party in writing of such required disclosure unless the Receiving Party is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person. The Receiving Party will cooperate with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

8. WARRANTIES AND DISCLAIMERS

8.1 Limited Warranty for Professional Services. Iron Mountain warrants to Customer that it will perform the Professional Services using reasonable care and skill.

8.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 8.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRON MOUNTAIN AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. INSIGHT SERVICES ARE PROVIDED “AS IS” AND NEITHER IRON MOUNTAIN NOR ITS SUPPLIERS WARRANT THAT ALL ERRORS OR DEFECTS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE NOT DESIGNATED OR INTENDED FOR HIGH RISK ACTIVITIES.

9. LIMITATION OF LIABILITY

9.1 Types of Damages. TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY NOR IRON MOUNTAIN'S SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR LOSSES OR DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS DUE TO LOSS OF PROFITS, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR THE LOSS OR COST OF RECREATING ANY DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF A PARTY WAS ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2 Amount of Damages. TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF IRON MOUNTAIN AND ITS SUPPLIERS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO IRON MOUNTAIN UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

9.3 Exceptions to Limitations. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; (B) DEATH OR BODILY INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (C) FRAUD OR FRAUDULENT MISREPRESENTATION; (D) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) OBLIGATIONS UNDER SECTION 10; (F) CUSTOMER'S PAYMENT OBLIGATIONS; OR (G) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. INDEMNIFICATION

10.1 By Iron Mountain. Iron Mountain will defend at its expense any suit brought against Customer, and will pay any settlement Iron Mountain makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Effective Date. If any portion of the Services becomes, or in Iron Mountain's opinion is likely to become, the subject of a claim of infringement, Iron Mountain may, at Iron Mountain's option: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing services which do not materially impair the functionality of the Services; (c) modify the Services so that it becomes non-infringing; or (d) terminate this Agreement and refund any fees actually paid by Customer to Iron Mountain for the remainder of the Term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Iron Mountain shall have no obligation under this section or otherwise with respect to any infringement claim based upon (w) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (x) any use of the Services in combination with other products, equipment, software or data not supplied by Iron Mountain; (y) any modification of the Services by any person other than Iron Mountain or its authorized agents or (z) Customer's breach of this Agreement. This subsection states the sole and exclusive remedy of Customer and the entire liability of Iron Mountain, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any suit brought against Iron Mountain by a third party, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Customer Data, Customer's use of the Services in violation of the AUP, or Customer's breach or alleged breach of the subsection titled *Customer Warranty*.

10.3 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party shall promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party shall cooperate with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and remains in effect for a period of [INITIAL TERM] or as otherwise set forth in the applicable Statement of Work(s), whichever is longer (“**Initial Term**”), unless earlier terminated as set forth below. This Agreement shall be automatically renewed for consecutive one (1) year terms (each, a “**Renewal Term**”) unless either Party provides written notice to the other of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Under this Agreement, “**Term**” shall mean the Initial Term together with any Renewal Term(s).

11.2 Termination for Cause. Either Party may terminate this Agreement immediately (a) upon the occurrence of the bankruptcy or insolvency of the other Party, if such bankruptcy or insolvency is not discharged within sixty (60) days of any filing thereof; or (b) upon notice to the other Party if the other Party materially breaches this Agreement, and such breach remains uncured more than forty-five (45) days after receipt of written notice of such breach, subject to the fees in the applicable Statement of Work.

11.3 Termination for Changes to Applicable Law or Supplier Relationship. Either Party may terminate this Agreement upon written notice to the other Party if (a) the relationship and/or the transactions contemplated in a Statement of Work would violate any applicable law; or (b) if an agreement between Iron Mountain and a supplier (“**Supplier Agreement**”) expires or terminates or a supplier discontinues any portion or feature of the services supplier provides pursuant to a Supplier Agreement, resulting in Iron Mountain’s inability to provide the applicable Services to Customer in whole or in part.

11.4 Suspension of Services by Iron Mountain. Iron Mountain may suspend or limit Customer’s or any Authorized User’s use of the Services provided under this Agreement (including, without limitation, its transmission or retrieval of Customer Data) immediately upon written notice to Customer, without liability, for any one of the following reasons: (a) Customer fails to pay any undisputed fees as and when due pursuant to this Agreement or the applicable Statement of Work and such failure continues for a period of thirty (30) days; (b) the Services are being used by Customer or any of its Authorized Users in violation of any applicable federal, state or local law, ordinance or regulation; (c) the Services are being used by Customer or any of its Authorized Users in an unauthorized manner; (d) Customer’s or any of its Authorized User’s use of the Services violates the AUP, adversely affects Iron Mountain’s provision of services to other customers or poses a security risk to Iron Mountain’s systems; or (e) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Services to Customer. During any such suspension, Customer shall remain responsible and liable for all fees due for the suspended Services. If any of the foregoing grounds for suspension continues for more than fifteen (15) days, Iron Mountain shall have the right to terminate the Agreement for cause and without an opportunity to cure by Customer.

11.5 Effect of Termination. If this Agreement expires or is terminated for any reason, then: (a) Customer’s rights to access and use the Services shall immediately terminate; (b) all fees owed by Customer to Iron Mountain will be immediately due upon receipt of the final invoice; (c) Iron Mountain and the Customer shall delete all Customer Data from the Host and InSight Services by the termination or expiration date of this Agreement; and (d) upon request and subject to the Host’s terms and policies to the extent applicable, each Party will use commercially reasonable efforts to return or delete all Confidential Information of the other Party, provided that, for clarity, Iron Mountain’s obligations under this subsection (d) do not apply to any Usage Data. If this Agreement is terminated by Customer for any reason prior to the expiration of the Agreement term, Customer agrees that, in addition to the other fees and charges due and payable under this Agreement up to and through the date of termination, it shall pay the applicable unit rate for any scanning services performed prior to termination (minus those amortized scanning fees contained in subscription fees paid prior to termination). If this Agreement is terminated by Iron Mountain for cause prior to the expiration of the Term, Customer agrees that it shall pay Iron Mountain, in addition to the other fees and charges due and payable under this Agreement up to and through the date of termination, an amount determined by multiplying the applicable subscription fee by the number of months remaining in the Term following the termination date. In the event that Customer Data remains on the Host after the expiration or termination of this Agreement, the terms of this Agreement and all fees shall continue to apply until all Customer Data has been removed from the Host. The sections and subsections titled *Definitions, Restrictions on Use, Confidentiality, Warranties and Disclaimers, Limitation of Liability, Indemnification, Effect of Termination, and Miscellaneous* will survive expiration or termination of this Agreement for any reason.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Massachusetts, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Iron Mountain's principal place of business is located for any lawsuit filed there against Customer by Iron Mountain arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The laws of the jurisdiction where Customer is located may be different from Massachusetts law. The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Documentation or Services hereunder.

12.2 Dispute Resolution. The following procedure will be adhered to by the Parties to resolve any dispute concerning material obligations under this Agreement. 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, all in accordance with the terms set forth in Section 12.15 of this Agreement. The persons identified for purposes of notices set forth in Section 12.15 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 Customer 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 Customer agree that neither of them shall take any legal action unless and until this dispute resolution procedure has been employed or waived.

12.3 Publicity. Iron Mountain and Customer may issue joint external communications regarding the performance of the Services. Upon mutual agreement, Customer will speak to the press and a limited number of potential Iron Mountain customers as a reference customer. Upon Customer's prior written consent, Customer also agrees to allow Iron Mountain to use its name; trademarks, service marks, logos and other distinctive brand features of Customer; application; and non-competitive deployment details in both text and pictures in its various marketing communications and materials. Iron Mountain may verbally reference Customer as a customer of the Services. Neither Party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement.

12.4 Compliance. Each Party shall comply with, and retain responsibility for its compliance with, all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties (collectively, "**Trade Control Laws**"). Iron Mountain shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws if performed by Iron Mountain and it shall be in the sole discretion of Iron Mountain to refrain from being involved in such activities.

(a) Export Laws. Applicable Trade Control Laws may include U.S. export control laws such as the Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"), and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions and other controls currently imposed against Cuba, Iran, North Korea, Sudan, Syria and Crimea (territory of Ukraine) (collectively, "**Restricted Countries**"), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of individual or entities identified on, applicable government restricted party lists such as the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List and Debarred Parties List (collectively, "**Restricted Parties**").

(b) Restricted Parties. Customer represents that neither the Customer nor any of its end users (i) is a Restricted Party; (ii) is located in, organized under the laws of or ordinarily resident in a Restricted Country; (iii) will directly or indirectly export, re-export or otherwise transfer any goods, technology or Services covered by the Agreement to Restricted Countries or Restricted Parties; or (iv) will access or otherwise use the Services from or in a Restricted Country.

(c) Restricted Activities. Customer will not directly or indirectly use or transfer the Services (i) in violation of any Trade Control Laws; (ii) for activities directly or indirectly related to the design, development, production, stockpiling or use of nuclear explosive devices, missiles, chemical or biological weapons or other restricted end-uses; or (iii) for activities directly or indirectly related to Restricted Countries or Restricted Parties. Customer will not use the Services or any component thereof to process, export, re-export, store, host or otherwise transfer any Customer Data that is subject to the ITAR or subject to the EAR. Customer is solely responsible for compliance with Trade Control Laws in the use of the Services and in the use and processing of Customer Data or access to Customer Data by Customer. Customer is solely responsible for obtaining and complying with any required licenses or other authorizations under applicable Trade Control Laws for such activities.

12.5 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled *Limitation of Liability* will remain in effect notwithstanding the unenforceability of any provision in the subsection titled *Limited Warranty*.

12.6 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.7 Remedies. Except as provided in the sections titled *Limited Warranty for Professional Services* and *Indemnification*, the Parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Services, Services Technology and Documentation contain valuable trade secrets and proprietary information of Iron Mountain and its suppliers, that any actual or threatened breach of the sections titled *Services Use*, *Intellectual Property* or *Confidentiality* or any other breach by Customer of its obligations with respect to Intellectual Property Rights of Iron Mountain or its suppliers will constitute immediate, irreparable harm to Iron Mountain and its suppliers for which monetary damages would be an inadequate remedy. In such case, Iron Mountain and its suppliers will be entitled to immediate injunctive relief without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.8 No Assignment. Neither Party shall assign or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment or transfer in violation of the foregoing will be null and void; provided, however, that Iron Mountain may assign or transfer this Agreement to an Affiliate. In the event of a change of control (as defined in Section 2.2) of a Party, whether in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, such Party will provide written notice to the other Party at least (30) days prior to the change of control. The terms of this Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

12.9 Force Majeure. Any failure or delay by either Party in the performance of its duties or obligations (except the payment of money owed) will not be considered a default, breach or ground for termination of this Agreement if such failure or delay is caused by an act of God, war, civil commotion, terrorism, riot, labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such Party (a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the affected Party shall be excused from any further performance of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected Party shall use reasonable efforts, under the circumstances, to notify the other Party of the occurrence of a Force Majeure Event and use commercially reasonable efforts to resume performance in a timely manner.

12.10 Independent Contractors. Customer's relationship to Iron Mountain is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Iron Mountain.

12.11 Third Parties. Certain software vendors are intended third party beneficiaries of Section 4.2 of this Agreement for the purposes of protecting their Intellectual Property Rights and for no other purposes.

12.12 Notices. Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party at the address listed below by courier, by certified or registered mail (postage prepaid and return receipt requested), by electronic mail or by a nationally-recognized overnight delivery

service. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier, electronic mail or overnight delivery service, any such notice shall be considered to have been given on the delivery date. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

To Customer:

[Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]
Telephone: ([Redacted]) [Redacted] - [Redacted]
Fax: ([Redacted]) [Redacted] - [Redacted]
E-Mail: [Redacted]

To Iron Mountain:

Iron Mountain Information Management Services, Inc.
One Federal Street
Boston, MA 02110
Attention: [Redacted]
Telephone: ([Redacted]) [Redacted] - [Redacted]
Fax: ([Redacted]) [Redacted] - [Redacted]
E-Mail: [Redacted]

With a copy (which shall not constitute notice but which is nonetheless required for notice) to:

Iron Mountain Information Management Services, Inc.
One Federal Street
Boston, MA 02110
Attention: Legal
Telephone: (617) 535-4766
E-Mail: Legal.Department@ironmountain.com

12.13 Conflict of Terms; Purchase Orders. In the event of a conflict or inconsistency between this text and the terms of any Statement of Work, this text shall govern and control. Additional or conflicting terms and conditions on any purchase order shall not apply and are expressly rejected by Iron Mountain.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

12.15 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Iron Mountain.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it is legally free to enter into this Agreement.

**IRON MOUNTAIN INFORMATION
MANAGEMENT SERVICES, INC.**

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____