



**IRON MOUNTAIN PROPOSAL FOR**

# **DOCUMENT AND INFORMATION LIFECYCLE MANAGEMENT**

***SOLICITATION NUMBER: 2020-9068***

## **TECHNICAL PROPOSAL**

**SUBMITTED TO: PORT OF PORTLAND AND OMNIA PARTNERS**

**SUBMITTED BY: IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

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Submission Date: September 3, 2020

### **CONFIDENTIALITY**

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SCHEDULE D

PORT OF PORTLAND  
PROPOSAL FORM

DOCUMENT AND INFORMATION LIFECYCLE MANAGEMENT

Solicitation Number 2020-9068

The Provider, named below, submits this proposal in response to the Port's Request for Proposals (RFP) for the contract named above.

The Provider warrants that the Provider has carefully reviewed the RFP and that this proposal represents the Provider's full response to the requirements described in the RFP. The Provider further warrants that if this proposal is accepted, the Provider will contract with the Port, ~~agrees to all terms and conditions found in the attached sample contract~~, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Provider further warrants that the Provider has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Provider hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in Section 14 of the sample contract, attached to the RFP as Schedule B. Indicate in the affirmative by initialing here: SP

The Provider hereby acknowledges receipt of Addendum Nos. 1, \_\_, \_\_, \_\_, \_\_, \_\_ to this RFP.

Name of Provider: Iron Mountain Information Management, LLC

Business Address: One Federal Street, Boston, MA 02110

1(800) 899.4766

Telephone Number: 1(703) 738.7757

Fax Number: \_\_\_\_\_

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Authorized Signature: Sheila A. Poggi  
Digitally signed by Sheila A. Poggi  
Date: 2020.09.02 11:19:18 -04'00'

Printed/Typed Name: Sheila A. Poggi

Title: Manager, Public Sector Contracts and Compliance

Date: September 2, 2020

**COVER LETTER**

September 3, 2020

Ms. Christina Hamel  
Port of Portland  
Contracts and Procurement Specialist  
P.O. Box 3529  
Portland, Oregon 97208

Ms. Hamel,

Iron Mountain Information Management, LLC is pleased to submit this proposal in support of the Port of Portland and OMNIA Partners Request for Proposal (RFP) for Document and Information Lifecycle Management (Solicitation 2020-9068).

Our enclosed proposal supports the requirements specified in the RFP Section 3, “Proposal Content and Evaluation Criteria,” and includes the required RFP Schedules and Attachments. Iron Mountain’s proposal for the services specified within the RFP is valid for 90 days from the submission deadline date.

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 Port of Portland and OMNIA Partners is further enhanced by a dedicated team of professionals with the experience necessary to provide a comprehensive solution.

Iron Mountain has built out our State, Local and Education (SLED) Team to support all Government and Educational agencies across the United States and US Territories. We use our expertise and infrastructure in Document and Information Lifecycle Management to support the needs of our public sector clients providing you the same economies of scale as our Fortune 1000 clients to handle every aspect of your lifecycle needs. From information creation to final disposition, Iron Mountain is the only company who can work with entities across these critical areas to help protect what matters most so they can realize more value out of their information

If you have any questions regarding this proposal, please feel free to contact Paul Clapp, SLED Business Development Executive (full contact info provided below).

Sincerely,

Sheila Poggi, Manager, SLED Contracts and Compliance  
[Sheila.poggi@ironmountain.com](mailto:Sheila.poggi@ironmountain.com)

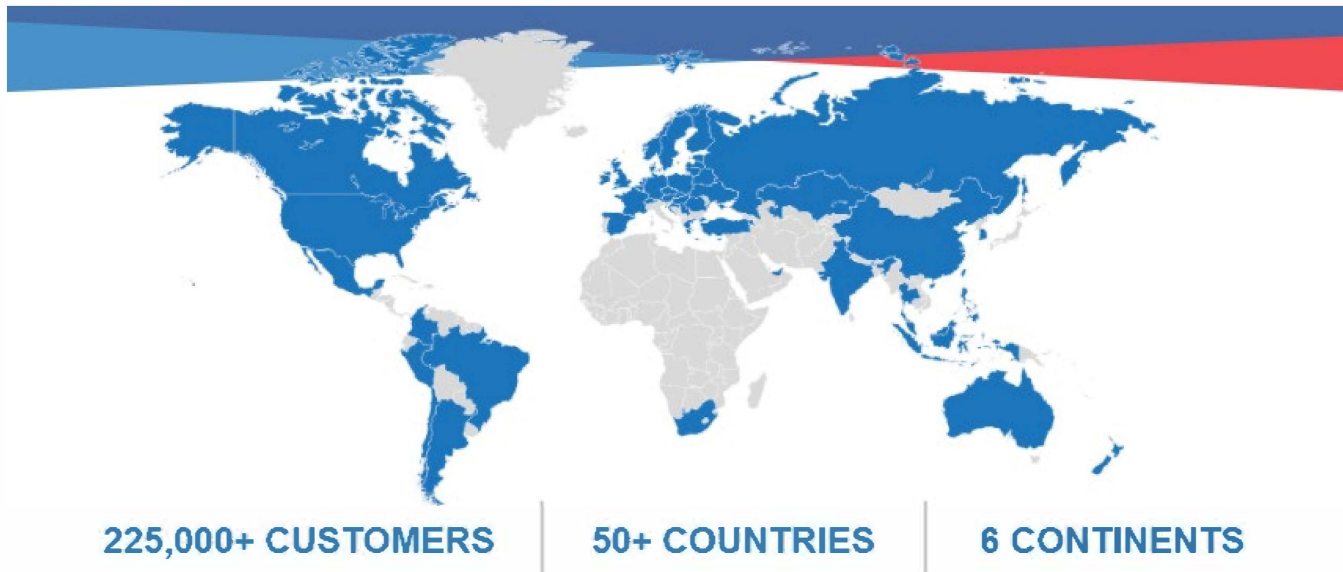
Sheila A.  
Poggi

Digitally signed by Sheila A.  
Poggi  
Date: 2020.09.03 13:25:53  
-04'00'

Paul Clapp, SLED Business Development Executive  
[Paul.clapp@ironmountain.com](mailto:Paul.clapp@ironmountain.com)  
(216) 543.9830

## EXECUTIVE SUMMARY

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.



### 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. In 2019, we scanned over 1.6 billion images.

## INFORMATION MANAGED



89 million  
pieces of media



68 exabytes  
of data protected



675 million  
cubic feet of  
hardcopy records



## **SLED Presence**

As a trusted provider of document and information management services for many states, cities, counties, universities, and hundreds of thousands of other companies around the globe, Iron Mountain is uniquely qualified to expand services to your organization. Our experience with State, Local, and Education (SLED) agencies puts us in a unique position to capitalize on the experiences of being the industry leader for nearly 70 years. Iron Mountain is unmatched when it comes to stability, financial strength, and security.

We understand that our most valuable asset is trust. From the everyday to the extraordinary, our customers rely on Iron Mountain to securely process their assets with a chain of custody model that ensures that they are protected and accessible when needed.

Iron Mountain currently provides mission critical services to nearly 30 State governments and many local governments throughout the United States. We provide services to various agencies, including: Health and Human Services, Transportation, Courts and Public Safety, and Education. Iron Mountain is a trusted partner with government and educational institutions to secure and process informational assets with services such as storage, imaging, and secure destruction.

## **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.

## **Quality**

Given the importance of the assets and intellectual property handled at our storage facilities, Iron Mountain utilizes institutionalized processes to monitor and manage program quality. Our Operational Excellence Program (OEP) enables continuous improvement by establishing targets, providing supporting tools and systems, and measuring three key areas: service, quality, and production.

## **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, oversize 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.

## **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.

### 3.2.2 PART II – REQUIRED SUBMISSIONS AND EVALUATION CRITERIA

*In addition to the required Section 2.5.1 above, Providers must submit information that enable the Port’s evaluation team to evaluate proposals based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Provider is expected to provide the Port with a comprehensive proposal which allows the Port to do a complete evaluation against the criteria.*

*Provide a response to the national program.*

#### 3.2.2.1 QUALIFICATIONS, PERFORMANCE CAPABILITY AND SUSTAINABILITY

*(a) Provider shall provide a brief history of the Provider and its organization. Include the Principal or Officer of the organization who will be the Port’s primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects of the scope or work on behalf of the provider.*

#### Company History

As the global leader in storage and information management services, Iron Mountain brings over 69 years of experience as the trusted guardian to our customers’ most important and valuable assets. Launched from humble beginnings in 1951 in a depleted iron ore mine in upstate New York, we have grown into a publicly traded global company with operations in 50 plus countries on six continents and a member of FORTUNE 1000 and the S&P 500.

Since our inception, our company has grown and evolved as the needs of our customers have changed. We provided the nation's first secure underground records storage center designed to protect corporate vital records from a nuclear holocaust during the height of the Cold War. Later, our customers needed storage for their high volumes of paper records, which led to the opening of our first aboveground records storage facility in New York and our expansion into the New England and North American markets.

Driven by the explosion of data and an increasingly complex regulatory landscape, we continue to grow our business, providing services for data storage, secure shredding, document imaging, art storage, cloud archiving and data centers. With revenues surpassing \$4 billion and a global team of over 25,000 employees, we store and protect billions of information assets, including critical business documents, electronic information, medical data and cultural and historical artifacts.

<b>Main Point of Contact</b>	<b>Paul Clapp</b> SLED Business Development Executive <a href="mailto:Paul.Clapp@ironmountain.com">Paul.Clapp@ironmountain.com</a> (216) 543.9830
<b>Contract Point of Contact</b>	<b>Sheila Poggi</b> Manager, Public Sector Contracts and Compliance <a href="mailto:IMGs-SLEDContracts@ironmountain.com">IMGs-SLEDContracts@ironmountain.com</a> (703) 889.6136

***(b) Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.***

## **References**

Iron Mountain's Information Governance and Digital Solutions are highly sophisticated and located strategically throughout the United States, in order to provide digital transformation and records management services to hundreds of customers annually. Our capabilities and experiences transforming source material to digital format provide our customers with comprehensive records management services that ensure safe, reliable management of their source material.

### **Information Governance and Digital Services**

Iron Mountain has been providing document conversion services for over 20 years, and our document conversion leadership team averages over 12 years of industry experience delivering business process outsourcing services to Fortune 1000 customers and government entities. Iron Mountain document conversion services provide our customers with the resources they need to image, index, and categorize their hardcopy documents in order to make them readily available to users across their organization. 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.

### **Electronic Content Management Solutions**

Iron Mountain provides our customers with a flexible digital repository solution necessary to manage their valuable digital content in a variety of formats—including document images, electronic office documents, printed output, and audio and video files. Iron Mountain's solutions allow users to access and distribute essential business records more quickly, easily, and securely. Iron Mountain's Workflow Automation—Powered by Hyland offers our customers the ability to easily add more solution capabilities as their information needs change.

### **Proven Experience**

Proven experience is a significant predictor of success and Iron Mountain believes it is vital to select a provider with a proven track record. By selecting Iron Mountain as a document lifecycle management partner, government and education agencies will leverage Iron Mountain's proven experience. Iron Mountain provides complete records and information management services to Government and Commercial clients all over the world. Iron Mountain customers are taking full advantage of our services which provide a huge advantage, enabling complete, highly efficient and risk free utilization of Iron Mountain's assets to maintain their information.



Iron Mountain has performed similar services for the following customers:

Client Name	Contact Info	Years Served
City of Philadelphia, PA	Donna Madden <a href="mailto:donna.madden@pgworks.com">donna.madden@pgworks.com</a> (215) 684.6323	10 years
County of Ventura, CA	Glen Fuhrmann <a href="mailto:glen.fuhrmann@ventura.org">glen.fuhrmann@ventura.org</a> (805) 654.3796	5 years
Maricopa County, AZ	Lisa Bernhardt <a href="mailto:Lisa.Bernhardt@Maricopa.Gov">Lisa.Bernhardt@Maricopa.Gov</a> (602) 506-8019	15+ years

- City of Philadelphia, PA:** Iron Mountain provides the City of Philadelphia with a variety of services, including records management, storage, secure shredding, and retention of hard copy records and microfilm. Additionally we have completed multiple imaging projects for this customer, ensuring that their files in storage have all been digitized and in some cases duplicated, helping to create and expand on their records retention schedule.
- County of Ventura, CA:** Iron Mountain provides the County of Ventura, CA with secure shredding services and Secure Information Technology Asset Destruction (SITAD) services. Additionally, we serve as the County’s records management provider, storing all hard copy records as well as ensuring their records are digitized and classified according to their records retention schedule.
- Maricopa County, AZ:** Iron Mountain has a long term relationship with Maricopa County, AZ that includes multiple Document Lifecycle Management services including Document Storage, Secure Shredding, and secure tape storage.

### **Additional Experience Summaries**

Iron Mountain is sensitive to the privacy needs of our customers. To that end, not all Iron Mountain customers are willing to be publicly recognized as references, but will allow Iron Mountain to provide anonymous summaries of the work performed. Iron Mountain has provided the following anonymous summaries to further demonstrate our experience.

- A Government Agency was seeking a service provider to facilitate a large-scale digitization effort to transform the agency’s records department from a cumbersome, paper-based system, to an electronic database. The agency had departmental document sets supporting essential business functions stored in boxes, file cabinets, and shelves in two (2) Washington, D.C. locations. Iron Mountain provides scanning and related services to the agency covering approximately 700 linear feet of paper records.

- A Government Agency located just outside of New Orleans, LA worked closely with Iron Mountain in the months following hurricane Katrina to implement a series of solutions to the vulnerabilities identified by the hurricane. Due to the sensitive nature of the materials in the care of the agency, they needed a trustworthy, proven partner to protect this information and data securely and confidentially, and Iron Mountain fit that need. The Iron Mountain team proposed a multi-phased approach that would address each of the vulnerabilities identified and improve the paper-centric process. Iron Mountain proposed a day-forward and back-file imaging solution coupled with our electronic content management solution to develop a digitized records solution. Since 2011, Iron Mountain has digitized more than 3 million images for this agency and we host nearly 1 million images and more than 262GB of data in our ECM environment.
- Iron Mountain collects Unemployment Insurance Exceptions documents from seven (7) Regional Processing Centers for a large East Coast State. Documents are then transported to Iron Mountain's Regional Processing Center, where the following services are performed: Mail Receipt, Document Preparation for Scanning, Scanning/Imaging, Image Quality Assurance, Document Indexing/Data Capture, Final Quality Control, Push Images and Metadata to Iron Mountain's Insight Essential platform for Image and Data Review, and Research and Investigation. Images and Data are held for 36 Months and then exported for archival.

***(c) Describe the financial condition of Provider.***

**Financial Condition**

Iron Mountain is a financially stable public company. Our net total lease adjusted leverage ratio (a measure of debt) was 5.7 in 2019 and 5.6 in 2018. The maximum allowable ratio under our credit agreement is 6.5.

We have a recurring, durable revenue stream. Iron Mountain generates a majority of its revenues from fixed periodic, usually monthly storage rental fees, via contracts that generally range from one to five years in length. Historically, we have seen strong customer retention (approximately 98%) and solid physical records retention; more than 50% of physical records that entered our facilities 15 years ago, are still with us today.

We are also listed on the New York Stock Exchange under IRM, and included in the S&P 500 index. We have approximately 225,000+ customers worldwide. Our customer base represents a cross-section of size, geographical location and industry, ranging from small businesses to more than 95% of the Fortune 1000 companies. Most every industry segment is represented in our customer base, including banks and financial services, insurance, legal, healthcare, manufacturing, and retail.

Also included in our response, please find a copy of our Consolidated Balance Sheets from the 2019 Annual Report. Iron Mountain is a large, publicly traded company with over \$4B in annual revenues. 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.

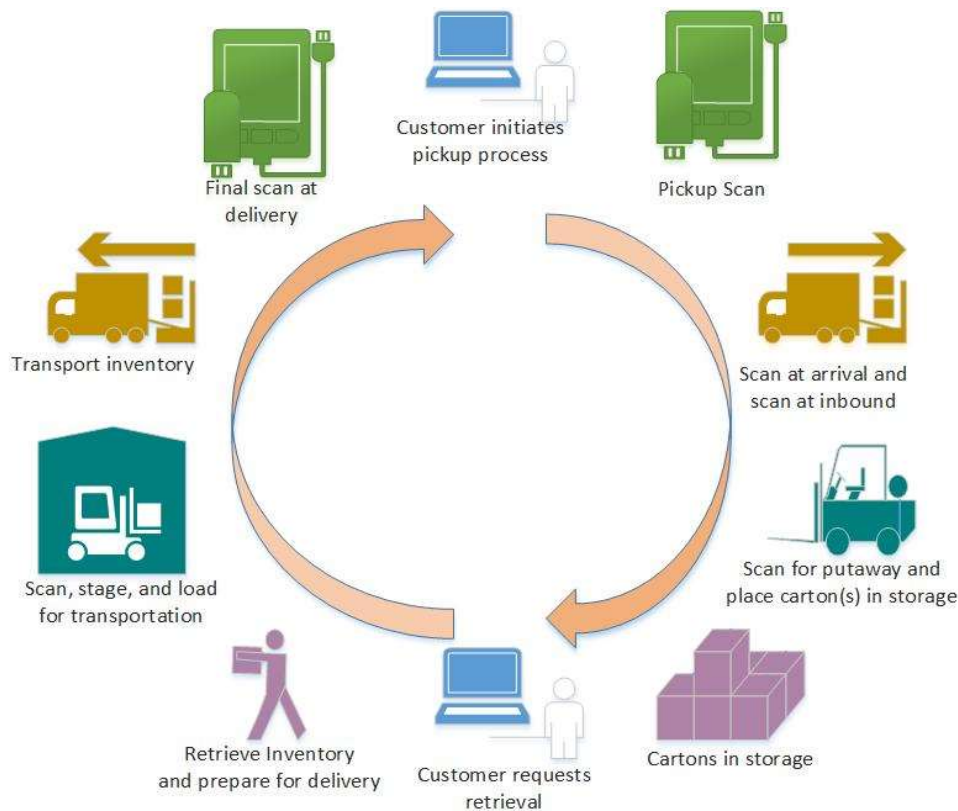
<http://investors.ironmountain.com/company/for-investors/financial-information/sec-filings/default.aspx>

*(d) Describe Provider’s chain of custody for all records, documents, media, files and information received.*

### Records Management Chain of Custody

Iron Mountain will implement best in class chain-of-custody practices to mitigate any risk associated with the movement of government and education agency records to and from Iron Mountain’s storage facilities. All Port records requested and delivered need to follow a vigorous and secure chain-of-custody process to ensure information is protected and transitioned properly through the full lifecycle of the record. The government and education agency program, and the importance of the records to be stored, demands an established and proven end-to-end model that provides full insight into records tracking and movement from initial receipt to retrieval / reference through final withdrawal.

The Iron Mountain Inventory Governance solution is built right into our normal chain of custody process. We keep chain of custody in mind at every step in our pickup, storage, and retrieval process. Our customers have options through the Iron Mountain Inventory Governance solution that can enhance chain of custody and take greater control over the inventory under our control. All Port records will follow the same detailed process flow to ensure a complete chain-of-custody. This includes secure transportation, indexing, and tracking. These critical steps allow for controlled receiving, storing, searching, and re-filing of records upon the agency’s request, making access to information assured and reliable. **Figure 3-1** depicts Iron Mountain’s standardized model for chain-of-custody best practices.



**Figure 3-1. Records Management Chain of Custody.**



Information security is dependent on a quality workflow process. Iron Mountain's proven workflows combine standard operating procedures with multiple barcode scans to ensure that all records in our custody are accurately processed. We also regularly measure these quality control processes to drive continuous improvement.

Using Iron Mountain's secure web portal, IMConnect, authorized users can easily schedule boxes for pickup. While entering order information and to facilitate future retrievals, our customers can enter descriptive information into IMConnect. From the moment Iron Mountain's Transportation Specialist arrives at the customer facility to pick up identified records and through their storage in our secure facilities, all records are protected. With our InControl system, our advanced transportation platform, all cartons and packages are scanned three times: at the customer location, at Iron Mountain's dock, and on their shelf location. Each scan is validated against the previous one to ensure accuracy and preserve a tight chain-of-custody. Once all records are safely stored, our customers receive email notification for orders placed via IMConnect.

To fully ensure chain-of-custody and protection in the records program, Iron Mountain utilizes industry best practices for the receipt and filing of records in storage locations.

- **Box Identifiers:** Assignment of a unique ID(s) that stay with a box for its lifecycle
- **Multiple Scanning Points:** Scanning of barcodes at multiple locations including pickup, facility loading dock, unique storage location, and for all further transactions that are performed, building an ongoing audit trail of activity
- **Temporary Holding Areas:** Holding of records in temporary space that is used prior to processing, filing, and retrieving
- **Box Repair:** Replacement of boxes that are damaged at the time of receipt
- **Barcode Usage:** Application of barcode labels to every box (and files when appropriate) to reduce data entry errors and validate accuracy as part of total quality processes

## **SafeKeeperPLUS**

Iron Mountain's key tool to successfully provide inventory management begins with our proprietary inventory tracking system, SafeKeeperPLUS (SKP). The SafeKeeperPLUS Inventory Control module manages the physical movement of every carton and file in our record centers by tracking records throughout their life cycle. Ultimately, SafeKeeperPLUS' quality control workflow reduces human error to a minimum and provides our customers with assurances that their records are maintained correctly and securely.

As cartons are received at Iron Mountain, they are barcode-scanned into our system and given a unique identifier that will stay with that carton for its complete life cycle. New cartons are scanned at the dock, and again at the unique storage location that corresponds to the carton barcode. Once a carton is scanned into SafeKeeperPLUS, all further transactions are consequently recorded, building an ongoing audit trail of activity. SafeKeeperPLUS' redundant processing and barcode tracking results in system-driven inventory accuracy.

Barcodes are scanned as each item is shelved. Iron Mountain is one of the few records management companies to scan each carton into a location. This extra step confirms not only that cartons have been received at our loading dock, but also that they have been accurately stored in the storage system. The “scan-to-shelf” process enables Iron Mountain to retrieve cartons promptly when our customers request them, while offering relative anonymity while in the facility.



**Figure 3-2. Iron Mountain records management system ensures quality control to provide our customers with the assurance their records are stored safely.**

Barcode technology is used to track records throughout their lifecycle.

Our record center operations

leverage barcode technology to reduce data entry errors and to validate accuracy as part of our total quality processes.

Barcodes are used during each service transaction as follows:

*Carton ID barcode* — Each carton is identified with a unique SafeKeeperPLUS barcode number to allow Iron Mountain to track carton activity by scanning the ID barcode. Customers may also use SafeKeeperPLUS' carton ID barcode in conjunction with a second identifier, which we refer to as a customer box number, to accommodate internal numbering systems that users may wish to preserve.

*Location ID barcode* — All storage locations are barcoded with a unique number cross-referenced in SafeKeeperPLUS as well as a full address indicating capacity, carton size, and client ownership. This extra step confirms that cartons have been received at our loading dock and accurately stored in the storage system which can guarantee that records are correctly located and available for efficient retrieval.

*Retrieval label barcode* — All items (cartons or files) retrieved from Iron Mountain are barcoded with retrieval labels. These labels distinguish returning items (refiles) from new storage items (receiving and entry); they also specify item requestor and mail codes to assist with delivery directly to the requestor. When items are refilled, Iron Mountain personnel scan the retrieval labels along with the refile labels and location IDs to ensure accurate refiling. All retrievals and refiles are scanned to ensure cartons are returned to the correct records center and shelf location.

*"File out" card barcode* — Two barcode labels are printed for file retrievals. One label is affixed to the file and the other to a "file out" card. File out cards are placed inside home cartons when files are retrieved. When a file is refilled, the correct file out card must be removed and scanned to confirm accurate refiling.

## **IMConnect**

Iron Mountain Connect (IMConnect) allows our customers to view and track their records online. Iron Mountain developed an internal inventory tracking system, SafeKeeperPlus (SKP), which manages the

physical movement of our customers records stored within an Iron Mountain facility. The Inventory Control module within SKP feeds directly into the customer facing platform, IMConnect. This is accomplished through built-in quality control checks utilizing barcode technology and redundant processing at each step in the workflow. Highlights of IMConnect’s portal features are outlined in **Figure 3-3**.

Online Portal	Features and Capabilities	
IMConnect - Portal for paper records	<ul style="list-style-type: none"> <li>• Query, search, locate                             <ul style="list-style-type: none"> <li>○ Easily locate individual records, set of records, or entire cartons</li> <li>○ Enterprise-wide view or program-level view of records</li> </ul> </li> <li>• Access to Iron Mountain services                             <ul style="list-style-type: none"> <li>○ Identify necessary records</li> <li>○ Provide litigation support</li> <li>○ Perform records analysis</li> </ul> </li> <li>• Electronic retrievals</li> <li>• Report generation</li> <li>• View carton and file transaction history</li> </ul>	<ul style="list-style-type: none"> <li>• Inventory control processes                             <ul style="list-style-type: none"> <li>○ Custom data entry fields</li> <li>○ Custom required fields to capture critical information</li> </ul> </li> <li>• Custom data validation for key fields</li> <li>Retention Management                             <ul style="list-style-type: none"> <li>○ Add detailed retention schedules, policies, and procedures for each Components</li> <li>○ Manage and monitor Component and program level retention programs</li> </ul> </li> </ul>

**Figure 3-3. Iron Mountain Online Portal Features.**

Government and Education agencies can use the online access capabilities of the IMConnect system to implement a compliant records management program. The IMConnect Record Center will facilitate the location of cartons or files quickly and easily, inventory management, and a customized search engine. Basic searches within the Record Center dashboard are by keyword; advanced searches can filter by record type, status, dates and descriptions. Port personnel can search across the entire organization's records to get an enterprise-wide view of all relevant records and transactions. IMConnect will provide the Government and Education agencies with a powerful research tool that enhances the value of archived information. Records can be identified by using structured searches based on: carton or barcode identifier; internal numbering system; keyword search to find groups of records with specified words or partial words in description fields; date range or alphanumeric range qualifiers; records classification codes.

The IMConnect system has a robust search engine built to provide our clients a research and analysis tool to manage record inventories. IMConnect will allow Government and Education agencies to:

- Identify necessary records quickly
- Provide litigation support
- Perform record analysis

Iron Mountain Connect™ puts customers in total control of their records and information management program. Users can search through offsite inventory, locate what's required to satisfy an internal or external request, and arrange for it to be quickly delivered to a desired location – no matter where or when.

**Iron Mountain Connect Benefits:**

- ✓ **Quickly access** and manage records right from your desktop
- ✓ **Submit retrieval requests** no matter the day, time or delivery location
- ✓ **Streamline retention policy** to ensure compliance
- ✓ **Gain valuable insights** into the health of records management programs
- ✓ **Allow authorized users** to self serve

**At-A-Glance**

 **451K**  
active users

 **2.5M**  
online orders

**Figure 3-4. IMConnect provides our customers the ability to maintain complete control and visibility of their records in our care.**

The IMConnect Record Center data entry forms can be customized to help ensure the quality of data indexing. Customization options include re-sequencing of data entry fields based on what is most important to your business; required fields to make sure critical information is captured and; data validation of key fields based on your requirements. Other quality controls include industry-specific data entry screens and pre-populated data fields. The industry-specific screens tailored for the Government and Education agencies include accounting file, medical file, legal file and two insurance file formats. Pre-populated fields with common values can reduce errors and streamline data entry.

IMConnect provides records managers and users serving multiple departments the ability to obtain a consolidated view of records information, while allowing departments to operate independently. Users may:

- View carton and file transaction history
- Check the status of cartons and files
- Browse retention information and retention hold codes
- Manage and monitor corporate retention programs
- Access summaries or recent legislation and regulatory resources affecting records management
- Request reports online

### Retention Management

Our powerful web-based tool set can help our customers transform their records management programs into compliance programs. With IMConnect our customers can post company-wide retention schedules, policies, and procedures in a central location where they are easily referenced to help classify records consistently. Posting the organization's schedule within IMConnect puts it in a standard format with intuitive look-up capabilities and provides employees with the ability to find record class codes by business function, record class, record type, or by keyword search.



Browsing and search results provide expedited access to official retention periods, legal group codes, retention events and record type examples. The powerful look-up capability makes it easier for employees to determine how to classify records properly. Inventory control processes ensure that users apply record codes to inventory in accordance with the organization's retention schedules.

The Record Center provides a systematic way to issue, review, and release litigation holds for records required for pending legal actions or administrative proceedings. Hold codes can be applied on individual boxes, departments, records series, or on whole accounts. This functionality provides an audit trail for records in contention and avoids indefensible anecdotal scenarios.

The IMConnect Retention Schedule supports a wide range of retention schedules and provides flexibility in schedule periods with support for schedules based on fixed date, event driven, calculated-date or an alternative, ad hoc date. If the Government and Education Agency does not have a corporate-wide retention schedule, Iron Mountain's Consulting Services will assist with the design of a retention schedule based on credible legal research.

### **Electronic Retrievals**

Retrieving records is now as simple as a click of the mouse with the IMConnect system. Once a customer has located the cartons or files to be retrieved, IMConnect sends the request directly to the records storage location. Retrieval labels are automatically generated, and records are sent to customers in accordance with their respective service level agreements. Iron Mountain automates the retrieval process by allowing users to specify items requested for retrieval by:

- Entering carton barcodes or internal reference numbers if the customer knows which cartons are needed
- Selecting the retrieval option after you have located a record through the user-friendly search engine

### **Produce Reports**

Accountability can be accomplished only with a corporate-wide commitment that starts at the top of the organization. However, our records management customer workspace can support management by providing the information necessary to effectively monitor performance and adherence to policy. In conjunction with the flexible sorting capabilities provided by IMConnect, customers can produce financial, activity, retention and inventory reports — on demand. Reports are available to monitor and measure:

- Participation and usage.
- Inventory health and consistency.
- Retention management process.
- Records management costs.

## Inventory Reports

### RC INVENTORY Report Type

<b>Carton Date Summary</b>	Displays total cartons for destruction review, event date, create date, to/from date, and year by customer ID.	<table border="1"> <thead> <tr> <th>Customer I</th> <th>Customer</th> <th>Year</th> <th>From Date</th> <th>To Date</th> <th>Create Date</th> <th>Event Date</th> <th>Receipt Date</th> <th>Receipt Date</th> <th>Destruction Review</th> </tr> </thead> <tbody> <tr> <td>CUST1</td> <td>CA001 INC</td> <td>2000</td> <td>16</td> <td>12</td> <td>3</td> <td>3</td> <td>30</td> <td>18</td> <td>6</td> </tr> <tr> <td>CUST1</td> <td>CA001 INC</td> <td>2001</td> <td>32</td> <td>19</td> <td>6</td> <td>7</td> <td>101</td> <td>93</td> <td>5</td> </tr> <tr> <td>CUST1</td> <td>CA001 INC</td> <td>2002</td> <td>19</td> <td>34</td> <td>12</td> <td>3</td> <td>242</td> <td>159</td> <td>8</td> </tr> </tbody> </table>	Customer I	Customer	Year	From Date	To Date	Create Date	Event Date	Receipt Date	Receipt Date	Destruction Review	CUST1	CA001 INC	2000	16	12	3	3	30	18	6	CUST1	CA001 INC	2001	32	19	6	7	101	93	5	CUST1	CA001 INC	2002	19	34	12	3	242	159	8																																																																	
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<b>Carton Descriptive Details</b>	Displays total percentage of cartons with a valid division/department, record code, destruction indicator, hold code, etc., for either a single or all customer IDs.	<table border="1"> <tbody> <tr> <td>CUST1</td> <td>CA001 INC</td> <td>OWNERSHI</td> <td>Cartons<th>1</th></td> <td>0.60%</td> <td>Cartons<th>1</th></td> <td>0.60%</td> <td>Cartons<th>90</th></td> <td>51.10%</td> <td>Cartons<th>90</th></td> <td>51.10%</td> <td>CONTENTS</td> <td>Cartons<th>80</th></td> <td>45.50%</td> <td>CONTENTS</td> <td>Alpha Front</td> </tr> <tr> <td>CUST2</td> <td>CA002 INC</td> <td>OWNERSHI</td> <td>Cartons<th>0</th></td> <td>0.00%</td> <td>Cartons<th>0</th></td> <td>0.00%</td> <td>Cartons<th>2</th></td> <td>11.10%</td> <td>Cartons<th>2</th></td> <td>11.10%</td> <td>CONTENTS</td> <td>Cartons<th>1</th></td> <td>5.60%</td> <td>CONTENTS</td> <td>Alpha Front</td> </tr> <tr> <td>CUST3</td> <td>CA003 INC</td> <td>OWNERSHI</td> <td>Cartons<th>0</th></td> <td>0.00%</td> <td>Cartons<th>0</th></td> <td>0.00%</td> <td>Cartons<th>2</th></td> <td>11.10%</td> <td>Cartons<th>2</th></td> <td>11.10%</td> <td>CONTENTS</td> <td>Cartons<th>1</th></td> <td>5.60%</td> <td>CONTENTS</td> <td>Alpha Front</td> </tr> <tr> <td>CUST4</td> <td>CA004 INC</td> <td>OWNERSHI</td> <td>Cartons<th>825</th></td> <td>37.30%</td> <td>Cartons<th>825</th></td> <td>37.30%</td> <td>Cartons<th>1,122</th></td> <td>50.70%</td> <td>Cartons<th>1,117</th></td> <td>50.50%</td> <td>CONTENTS</td> <td>Cartons<th>893</th></td> <td>40.40%</td> <td>CONTENTS</td> <td>Alpha Front</td> </tr> <tr> <td>All</td> <td></td> <td>OWNERSHI</td> <td>Cartons<th>826</th></td> <td>34.30%</td> <td>Cartons<th>826</th></td> <td>34.30%</td> <td>Cartons<th>1,214</th></td> <td>50.40%</td> <td>Cartons<th>1,209</th></td> <td>50.20%</td> <td>CONTENTS</td> <td>Cartons<th>974</th></td> <td>40.50%</td> <td>CONTENTS</td> <td>Alpha Front</td> </tr> </tbody> </table>	CUST1	CA001 INC	OWNERSHI	Cartons <th>1</th>	1	0.60%	Cartons <th>1</th>	1	0.60%	Cartons <th>90</th>	90	51.10%	Cartons <th>90</th>	90	51.10%	CONTENTS	Cartons <th>80</th>	80	45.50%	CONTENTS	Alpha Front	CUST2	CA002 INC	OWNERSHI	Cartons <th>0</th>	0	0.00%	Cartons <th>0</th>	0	0.00%	Cartons <th>2</th>	2	11.10%	Cartons <th>2</th>	2	11.10%	CONTENTS	Cartons <th>1</th>	1	5.60%	CONTENTS	Alpha Front	CUST3	CA003 INC	OWNERSHI	Cartons <th>0</th>	0	0.00%	Cartons <th>0</th>	0	0.00%	Cartons <th>2</th>	2	11.10%	Cartons <th>2</th>	2	11.10%	CONTENTS	Cartons <th>1</th>	1	5.60%	CONTENTS	Alpha Front	CUST4	CA004 INC	OWNERSHI	Cartons <th>825</th>	825	37.30%	Cartons <th>825</th>	825	37.30%	Cartons <th>1,122</th>	1,122	50.70%	Cartons <th>1,117</th>	1,117	50.50%	CONTENTS	Cartons <th>893</th>	893	40.40%	CONTENTS	Alpha Front	All		OWNERSHI	Cartons <th>826</th>	826	34.30%	Cartons <th>826</th>	826	34.30%	Cartons <th>1,214</th>	1,214	50.40%	Cartons <th>1,209</th>	1,209	50.20%	CONTENTS	Cartons <th>974</th>	974	40.50%	CONTENTS	Alpha Front
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**3**
*RC INVENTORY Report Type continued >*

## Activity Reports

### RC ACTIVITY Report Type

<b>Account List</b>	Displays list of accounts, contact name, phone number, whether the department ID is validated, record code parameter, type of pickup validation, total files, total cartons, and total cubic footage.	<table border="1"> <thead> <tr> <th>Cust ID</th> <th>Customer #</th> <th>Contact Na</th> <th>Phone</th> <th>Validate De</th> <th>Record Coc</th> <th>Pickup Vali</th> <th>File Quanti</th> <th>Carton Qua</th> <th>Cub Foot</th> </tr> </thead> <tbody> <tr> <td>CUST1</td> <td>CA001 INC</td> <td>John Smith</td> <td>(800) 000-0000</td> <td>YES</td> <td>1</td> <td>IM FACILITY</td> <td>0</td> <td>123</td> <td>147.6</td> </tr> <tr> <td>CUST2</td> <td>CA002 INC</td> <td>Mary Smith</td> <td>(866) 000-0000</td> <td>NO</td> <td>0</td> <td>NO VALIDA</td> <td>0</td> <td>3</td> <td>3.6</td> </tr> <tr> <td>CUST3</td> <td>CA003 INC</td> <td>Pat Smith</td> <td>(877) 000-0000</td> <td>YES</td> <td>2</td> <td>IM FACILITY</td> <td>0</td> <td>1,963</td> <td>3,053.07</td> </tr> <tr> <td>CUST4</td> <td>CA004 INC</td> <td>Brian Scott</td> <td>(888) 000-0000</td> <td>YES</td> <td>1</td> <td>IM FACILITY</td> <td>0</td> <td>123</td> <td>147.6</td> </tr> <tr> <td>CUST5</td> <td>CA005 INC</td> <td>Dan Mahor</td> <td>(899) 000-0000</td> <td>NO</td> <td>0</td> <td>NO VALIDA</td> <td>0</td> <td>3</td> <td>3.6</td> </tr> </tbody> </table>	Cust ID	Customer #	Contact Na	Phone	Validate De	Record Coc	Pickup Vali	File Quanti	Carton Qua	Cub Foot	CUST1	CA001 INC	John Smith	(800) 000-0000	YES	1	IM FACILITY	0	123	147.6	CUST2	CA002 INC	Mary Smith	(866) 000-0000	NO	0	NO VALIDA	0	3	3.6	CUST3	CA003 INC	Pat Smith	(877) 000-0000	YES	2	IM FACILITY	0	1,963	3,053.07	CUST4	CA004 INC	Brian Scott	(888) 000-0000	YES	1	IM FACILITY	0	123	147.6	CUST5	CA005 INC	Dan Mahor	(899) 000-0000	NO	0	NO VALIDA	0	3	3.6																																																				
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<b>Activity by Location</b>	Displays activity type (retrieval, pickup, products, permanent withdrawals, onsite shredding, offsite shredding, XOD, IPD, and other orders) by address for a customer ID.	<table border="1"> <thead> <tr> <th>Customer I</th> <th>Address 1</th> <th>Address 2</th> <th>Address 3</th> <th>City, State,</th> <th>Address Co</th> <th>Retrieval C</th> <th>Pickup Orc</th> <th>Product Or</th> <th>Permanent</th> <th>Onsite Shri</th> <th>Offsite Shri</th> <th>XOD Order</th> <th>IPD Order</th> <th>Other Orde</th> <th>Total Orde</th> </tr> </thead> <tbody> <tr> <td>CUST1</td> <td>1000 Camp Building 1</td> <td>Suite 400</td> <td>COLLEGEV</td> <td></td> <td>123456</td> <td>3</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>11</td> </tr> <tr> <td>CUST1</td> <td>2000 Camp Building 2</td> <td>Suite 100</td> <td>COLLEGEV</td> <td></td> <td>123457</td> <td>45</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>85</td> </tr> <tr> <td>CUST1</td> <td>3000 Camp Building 3</td> <td>Suite 500</td> <td>COLLEGEV</td> <td></td> <td>123458</td> <td>0</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>8</td> </tr> <tr> <td>CUST1</td> <td>10 Campus Building 4</td> <td>Suite 500</td> <td>COLLEGEV</td> <td></td> <td>123459</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>CUST1</td> <td>1001 Camp Building 5</td> <td>Suite 40</td> <td>COLLEGEV</td> <td></td> <td>123410</td> <td>1</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>1</td> </tr> <tr> <td>CUST1</td> <td>1000 Colle Building 6</td> <td>Suite 321</td> <td>BOSTON, M</td> <td></td> <td>123411</td> <td>4</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>4</td> </tr> </tbody> </table>	Customer I	Address 1	Address 2	Address 3	City, State,	Address Co	Retrieval C	Pickup Orc	Product Or	Permanent	Onsite Shri	Offsite Shri	XOD Order	IPD Order	Other Orde	Total Orde	CUST1	1000 Camp Building 1	Suite 400	COLLEGEV		123456	3	1	1	1	1	1	1	1	1	11	CUST1	2000 Camp Building 2	Suite 100	COLLEGEV		123457	45	5	5	5	5	5	5	5	5	85	CUST1	3000 Camp Building 3	Suite 500	COLLEGEV		123458	0	1	1	1	1	1	1	1	1	8	CUST1	10 Campus Building 4	Suite 500	COLLEGEV		123459	0	0	0	0	0	0	0	0	0	0	CUST1	1001 Camp Building 5	Suite 40	COLLEGEV		123410	1	0	0	0	0	0	0	0	0	1	CUST1	1000 Colle Building 6	Suite 321	BOSTON, M		123411	4	0	0	0	0	0	0	0	0	4
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## Financial Reports

### RC FINANCIAL Report Type

<b>Cost and Activity Report</b>	Displays extended amount, billing code with description, and quantity by cost and activity.	<table border="1"> <thead> <tr> <th>PRODUCT</th> <th>Quantity</th> <th>Billing Cod</th> <th>Billing Desc</th> <th>Extended Amt</th> </tr> </thead> <tbody> <tr> <td>PRODUCT</td> <td>1,548</td> <td>4255</td> <td>#2000 STA</td> <td>1,935.00</td> </tr> <tr> <td>PRODUCT</td> <td>150</td> <td>4256</td> <td>#2000 STA</td> <td>402</td> </tr> <tr> <td>PRODUCT</td> <td>320</td> <td>4257</td> <td>#2000 STA</td> <td>475.2</td> </tr> <tr> <td>PRODUCT</td> <td>3</td> <td>4270</td> <td>#251 STD A</td> <td>14.07</td> </tr> </tbody> </table>	PRODUCT	Quantity	Billing Cod	Billing Desc	Extended Amt	PRODUCT	1,548	4255	#2000 STA	1,935.00	PRODUCT	150	4256	#2000 STA	402	PRODUCT	320	4257	#2000 STA	475.2	PRODUCT	3	4270	#251 STD A	14.07																																																																																																																																																																																																			
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<b>Invoice Download Report</b>	Displays order, service, charge code, quantity/unit, amount, taxes, storage date, and invoice number for a customer, including by division and department.	<table border="1"> <thead> <tr> <th>Customer I</th> <th>Division ID</th> <th>Division No</th> <th>Department</th> <th>Department</th> <th>Invoice No</th> <th>Invoice Date</th> <th>Order No</th> <th>Order Date</th> <th>Charge Code</th> <th>Description</th> <th>Quantity</th> <th>Amount</th> <th>Required</th> <th>Contact No</th> <th>PO Number</th> <th>Service Des</th> <th>City</th> <th>State</th> <th>Zip</th> </tr> </thead> <tbody> <tr> <td>CUST1</td> <td>1111</td> <td>Headquar</td> <td>ADMIN</td> <td>ADMINSTR</td> <td>BH4864</td> <td>8/31/10</td> <td>1376-08</td> <td>8/30/10</td> <td>890</td> <td>32.4</td> <td>1</td> <td>32.4</td> <td>1</td> <td>32.4</td> <td>Brian@Iron</td> <td>John Smith 8193</td> <td>STORAGE</td> <td>PA</td> <td>1942</td> </tr> <tr> <td>CUST1</td> <td>1111</td> <td>Headquar</td> 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## Control and Manage

Because IMConnect resides on a centralized dedicated server, users can navigate their databases without fear of data corruption that can occur with location-specific databases. IMConnect consolidates inventory data from multiple locations to provide customers with a complete database of records stored. This approach provides users with robust query and reporting capabilities, while enabling them to manage records from a single location. IMConnect also features security driven by individual logins and passwords. These checks and balances ensure confidentiality and database integrity.

## Additional Features

IMConnect allows records managers and users serving multiple departments to obtain a consolidated view of records information, while allowing departments to operate independently. Users may:

- View carton and file transaction history
- Check the status of cartons and files

- Browse retention information and retention hold codes
- Manage and monitor corporate retention programs
- Access summaries or recent legislation and regulatory resources affecting records management
- Request reports online

Iron Mountain Connect™ is Iron Mountain's online customer hub that helps you manage your offsite records, shred, Governance Risk Compliance, Escrow Management Center, InSight and many more programs. Use this tool to place orders, run activity reports, and access your inventory data—anytime from anywhere. The core benefits of IMConnect include:

- The ability to maintain control of your records and information management
- Submit requests to retrieve specific information 24/7
- Gain valuable insights into the health of your records and information management program while saving time, resources and costs
- Satisfy information requests
- Have reliable, secure online access to retrieve records, request a records pickup, track recently placed orders, or add new users, and report on program activity, costs, inventory, and compliance.
- Find out the latest developments at Iron Mountain, including new features and functions for the Iron Mountain Connect hub.

Please note this website requires customers to log in, so we have attached our Iron Mountain Connect Solution Brief (IMC\_\_CF\_Platform\_Solution\_Brief\_032107) as well as an Info Graphic (RM - IMConnect Infographic –US).

***(e) Provide documentation which demonstrates Provider's ownership of all storage facilities (to include, but not limited to, servers and warehouse space), Provider's ownership of vehicles and equipment necessary for the provision of products and services proposed for document and information lifecycle management. Provide details for fire suppression system(s), software and site security, and employee background checks and training for Provider's employees.***

### **Ownership of Facilities**

Iron Mountain is a Real Estate Investment Trust (REIT) and has over 1450 facilities worldwide, and to manage this expansive portfolio we have a mixed of leased and owned facilities to give us maximum flexibility to service our clients. Iron Mountain's global network of facilities and storage centers is unmatched in the information management industry. All Iron Mountain facilities are operated and managed by the same stringent security best practices and protocols to ensure the safety, privacy, and preservation of our customers' records and information. Our network of facilities are both leased and owned. While the customer may opt to send their documents to a facility owned by Iron Mountain, there is no unique benefit to the customer because all Iron Mountain facilities are operated and managed with the same standard operating procedures. A portfolio of owned and leased facilities is an industry standard, and customers will see no impact if their documents are stored in an Iron Mountain facility that is leased versus owned.



Iron Mountain operates a fleet of approximately 3,000 vehicles in North America that are leased through Penske Truck Leasing, Automotive Rentals, Inc. (ARI), and Bank of America. All vehicles are customized to meet Iron Mountain's security and usage requirements.

Like most large organizations, Iron Mountain regularly evaluates its capital management practices to optimize cash flow and liquidity. We acquired vehicles under a capital lease structure to best enhance shareholder value because of the extremely favorable interest rates over the last 10 years. As a capital lease, all vehicle assets are treated as "owned" units because they are registered on our balance sheet and depreciation is reflected in all related financial reporting.

We use our buying power to negotiate favorable national contracts with the nation's most reputable fleet providers. These national contracts ensure regular maintenance and timely replacement of vehicles, and a standard of quality control that would be difficult to maintain in a decentralized fleet management environment.

Fleet maintenance is an important risk management consideration, which we undertake to protect our customers' information assets and the safety of our employees, the general public and the environment.

### **Record 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.

Most of our facilities are built-to-suit, and constructed to the standards noted above. Iron Mountain evaluates facilities that are not built-to-suit for structural integrity, security, layout for operational efficiency and compliance with all appropriate standards. Registered professional engineers review storage systems for structural integrity. Global Fire Protection Consulting, a recognized leader in fire protection engineering for record storage centers, is engaged to perform code research, fire protection analysis, sprinkler system/exit illumination specifications, and fire detection specifications. All Iron Mountain record centers meet or exceed National Fire Protection Association codes and PRISM (Professional Records & Information Services Management, formerly ACRC) standards for commercial record centers.

### **Facility Security**

In addition, 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 the 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, 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 for 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.

A secure and appropriate record storage environment is the foundation of our commitment to our customers, and is the basis upon which customers entrust their records to Iron Mountain. Iron Mountain leads the industry in quality record center construction, safety, and security.

### **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 file 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.

### **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 both by Iron Mountain's standard operating procedures as well as procedures required 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

### **Personnel Security**

Iron Mountain strives to hire and retain the best candidates for all positions. By using stringent pre-employment screening and hiring procedures and ongoing training and development programs, we attract and retain qualified, motivated employees who demonstrate strong customer service skills. Some of Iron Mountain's thorough pre-employment hiring procedures include drug screenings, criminal conviction searches, annual motor vehicle reviews, and government/terrorist watchlist reviews. In addition, all applicants are screened to confirm authorization to work in the United States. Furthermore, Iron Mountain employees undergo recurring background investigations every three years. Iron Mountain employees sign confidentiality agreements as part of their employment with Iron Mountain, so our customers can be assured that any sensitive information will be treated as such.

We understand information is an agency's most valuable asset. Iron Mountain strives to hire and retain the best candidates for all positions. By using stringent pre-employment screening and hiring procedures and ongoing training and development programs, we attract and retain qualified, motivated employees who demonstrate strong customer service skills. Some of Iron Mountain's thorough pre-employment hiring procedures include:

- Drug Screening
- Identity Verification (E-Quip)
- Employment Verifications
- Annual Motor Vehicle Reviews for drivers and couriers
- Non-Disclosure Agreement
- Government/Terrorist Watch List Reviews
- Criminal Conviction Searches
- Education Verifications (where applicable)

In addition, all applicants are screened to confirm authorization to work in the United States. Furthermore, Iron Mountain employees undergo recurring background investigations every three years. Iron Mountain employees sign confidentiality agreements as part of their employment with Iron Mountain, so our customers can be assured that any sensitive information will be treated as such.

### **Criminal Conviction Searches**

Once a written offer letter is signed by the applicant, a seven-year retrospective criminal background check is then conducted in all counties/states where the applicant has resided/been employed for the past seven years. Appropriate jurisdictions are identified via disclosure by the applicant, as well as a social security number trace, to the extent permitted by law. In addition, a search of federal criminal courts is also conducted.

Where permitted, older criminal record information (beyond seven years) will be reported to Iron Mountain. Some convictions, regardless of when they occurred, may result in a bar from employment. Iron Mountain will take into consideration the nature of the offense, the position being applied for, and other factors, when determining whether to allow an individual to work for the company. Individuals with convictions pertaining to any drug/narcotics offense, any financial and abuse of trust crime, any crime of violence to include domestic assault and weapons crimes, and crimes involving theft within the review period are not eligible for employment. Further, applicants found to have been incarcerated for any of the aforementioned crimes at any time during the seven-year search period will not be eligible for employment with Iron Mountain. Individuals convicted of the crimes of arson, murder, rape, sexual assault/misconduct, acts of terrorism, or identity theft are never eligible for employment. Iron Mountain reserves the right to review and adjudicate a hiring decision based on the nature of the offense, timing of the offense, recidivism and relationship of the offense to the job being considered.

### **Authorization to work in the United States**

Iron Mountain subscribes to the Department of Homeland Security's eVerify system in order to confirm that all employees are duly authorized to work in the United States.

### **Government/Terrorist Watch Lists**

Iron Mountain conducts a comprehensive review of government and terrorist watch lists via its preferred background investigations provider. The search is comprised of over 300 million records from, among others: the Department of Public Safety, Department of Corrections, Administrative Office of the Courts, Bureau of Criminal Apprehension, and/or the Department of Criminal Justice and other applicable government agencies, where available. Currently this search includes information from

49 states' Sex Offender Registries plus the District of Columbia, Puerto Rico and Guam; 39 states' Department of Corrections sources; 13 states' Administrative Office of the Courts sources; plus multiple online county records. In addition, this search contains a review of the Office of Foreign Assets and Control's (OFAC) Specially Designated Nationals and Blocked Individuals (SDN) List, a review of the Interpol Most Wanted list, as well as numerous other domestic and international government terrorist and sanctions watch lists.

### **Drug Screening**

Iron Mountain maintains a "zero tolerance" policy to employ a workforce free from abuse of drugs and alcohol, either on or off the job. The first step in the Iron Mountain process is the pre-employment drug test. This consists of a 5-panel screening test administered in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. Substances covered by the 5-panel test are:

- Marijuana metabolites
- Cocaine metabolites
- Opiate Metabolites
- Phencyclidine (PCP)
- Amphetamines / Methamphetamines

Negative test results are reported via a secure Web site to authorized users. Positive results are reported to a single corporate contact to maintain privacy and confidentiality. Should a candidate fail the pre-employment test, no further employment consideration is given. Once employed, individuals may be subject to additional testing under the following conditions:

- Reasonable Suspicion
- Post Collision/Post Accident
- CDL Random
- Return to Duty
- Follow up from Return to Duty

### **Employment Verifications**

Employment verifications will consist of a review of an applicant's employment history going back seven years.

### **Education Verifications**

If an applicant claims education beyond high school (undergraduate, graduate, vocational), Iron Mountain will confirm the highest degree awarded.

### **Motor Vehicle Review**

Driver candidates are screened for appropriate license class and any motor vehicle violation history. Violation and accident history for the past three years are reviewed and adjudicated based upon seriousness of the offense and frequency of occurrence. For example, any conviction for Operating



Under the Influence of Drugs or Alcohol is an automatic disqualification. All drivers are subject to an annual motor vehicle records check.

Please find included in our electronic response a copy of Iron Mountain's Background Investigation Policy (titled "Iron Mountain BI Program Overview US").

## Training

Through our current and recent experience supporting large-scale extraction and document conversion programs, Iron Mountain has developed a robust training program and digital catalogue of materials for staff to minimize the learning curve and support informal and formal skill enhancement. There are three training categories Iron Mountain provides to all new employees:

- **Onboarding:** Training on HR compliance requirements, use of HR tools and systems, and an overview of roles and responsibilities.
- **Program Specific:** Training on specific Foundation program requirements such as proper handling of sensitive information (e.g. PII, PHI or SPI); and use of all required systems.
- **On-the-Job:** Training of each applicable operational task assigned to each respective resource(s) delivered through formal classroom curriculum and training guides and mentors assigned to new staff via our Train the Trainer Model.

Onboarding and Program Specific Training is completed first to provide employees with a baseline foundation of the program, information security requirements, systems and tool; then followed by On-the-Job Training. All newly hired employees begin their program on the first day of employment and navigate through the program within the first 10 to 30 business days. During that time, the employee receives training through a series of e-learning, self-study, on the job and shadowing activities, followed by in-market assessments and practice. In addition to the training program, Iron Mountain has developed a detailed and comprehensive Standard Operating Procedure (SOP) that employees may access at any time to reference monthly-updated systematic processes for every document conversion task required support the Foundation's program requirements. Iron Mountain has developed and refined these SOPs derived from 75+ combined years of industry experience managing large records and information management programs similar to the scale and complexity of the Foundation's program.

The Iron Mountain Team's training approach is focused on enabling our front-line employees to be better prepared and supported in their daily roles and responsibilities. We leverage a Learning Management System to track the learning paths for new employees. Ultimately, the goal of the program is for someone to be formally qualified to work safely and independently prior to ever touching or delivering customer data.

- **Iron Mountain Connect**, also, known as IMConnect or IMC: Iron Mountain Connect web-based system provides tools and applications to help our customers manage their records easily and cost-effectively on-line.
- **Iron Mountain Connect training** is offered throughout each month to help our customers learn how to navigate the secure website. Allowing our customers to have 24 hours a day, seven days a week, 365 days a year access to their information. The training classes are held via WebEx and require you to pre-register. Training focuses on a specific aspect of the secure web portal, and vary slightly in length depending on the content. Training schedules will be sent monthly, providing continuous support throughout the length of the contract.



- The steps outlined elsewhere for Implementation Services will also cover training, rollout, ramp, and steady-state production of ongoing Iron Mountain services for our customers.
- Training documentation, Standard Operating Procedures, production checklists, and the like are created by experienced technical writers, with participation by Iron Mountain operations management and trainers. Such documents are generally given to clients for final review and signoff before their rollout, should they want to be part of that process.

***(f) Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.***

For additional information on Iron Mountain's full suite of document and information management services, please visit [www.ironmountain.com](http://www.ironmountain.com).

Customers can utilize the Iron Mountain website to create accounts and logins in order to access services and online portals, including IMConnect, SecureSync, SITAD Portal, and Data Center Portal. Government and Education agencies can contact Iron Mountain at [www.ironmountain.com](http://www.ironmountain.com) for services pricing.

The website also features a variety of customer friendly resources, including tutorials, downloadable customer testimonials, service guides, tutorials on invoicing, bill payment options, and FAQs on each Iron Mountain service line.

Customer support is readily available 24/7 through the website; we offer service-centric support as well as global customer support.

<https://www.ironmountain.com/support>

Iron Mountain maintains a Customer Care team to provide support in the event our customers require assistance with the tools and resources provided by Iron Mountain. Customer Care information is provided below.

Records Management/Secure Shredding: [Order@ironmountain.com](mailto:Order@ironmountain.com)

Records Management / Secure Shredding: Phone 1-800-934-3453

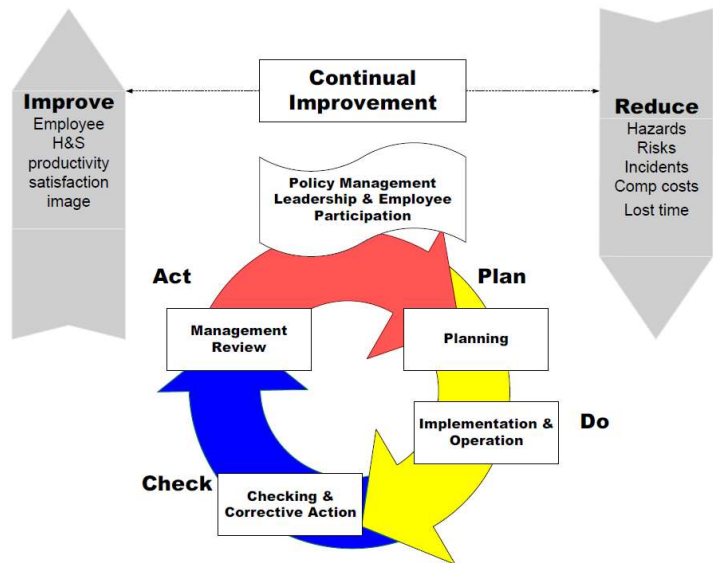
Data Management: 1-888-365-4766

Other General Order/Inquiry: [Paul.Clapp@ironmountain.com](mailto:Paul.Clapp@ironmountain.com)

**(g) Describe the Provider's safety record.**

**Commitment to Safety**

Iron Mountain is committed to providing a safe and healthful workplace for our employees, contractors, visitors, and neighbors. We accomplish this by operating our business in a manner that is consistent with all applicable laws, regulations, and internal performance standards. Some of the proactive programs that we employ to prevent work-related injuries and illness and motor vehicle collisions include: periodic safety training, safety inspections, safety committees, accident and incident investigation, and emergency action planning. To that end, we have established goals, objectives, and measures to continuously improve our performance and openly communicate our progress to stakeholders.



**Figure 3-5. Plan-Do-Check-Act Cycle.**

Our Safety & Health Program (SHP) is based upon a management process designed to proactively minimize workplace risks and reduce the occurrence of occupational injuries and illnesses through incremental improvement. The process is led by management; becomes the fundamental responsibility of all employees; and focuses upon problem prevention using the Plan-Do-Check-Act cycle shown in **Figure 3-5**.

With a dedicated Vice President of Global Security responsible for Iron Mountain's overall Safety & Health Program, employees are actively engaged with the program at all levels of the organization. Management provides leadership and assures that safety is given "equal consideration" with other company values. Financial and labor resources are allocated to achieve results. Senior managers have both an intellectual and emotional acceptance of their commitment for improving safety performance. Roles and responsibilities are clearly defined along with lines of authority.

**(h) Provide any additional information relevant to this section.**

In addition to the records management, document conversion, and secure shredding/destruction services highlighted in this proposal, Iron Mountain also offers other invaluable solutions to support government agencies with the full range of their document and information management lifecycle programs.

**Electronic Document Management Software**

**Iron Mountain InSight**

The distributed nature of today's business environment creates an ecosystem of diverse systems with multiple data types from various data sources. Through our records and information management

support, Iron Mountain discovered our customers often struggled with controlling the chaos while trying to organize information to meet digital transformation goals. Iron Mountain understands there is no easy way to unlock business insights hidden deep within physical and digital data. To better support our customers, Iron Mountain developed a solution with the technology necessary to:

- Achieve greater efficiency and reduce cost
- Enable auditable information governance
- Enhance citizen services and policy making

Most information is now digital, but many physical records are still archived off-site, and most organizations also often encompass multiple departmental “silos,” each utilizing its own records and information management processes. This lack of standardization creates inefficiencies that can negatively affect your ability to gain critical business insights from your information, and increases the risk of audits and legal action.

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.*



**Figure 3-6. InSight provides Iron Mountain customers with the ability to understand their content and make it useful.**

Iron Mountain InSight is a content services platform that provides our customers with actionable business insights and predictive analytics through Machine Learning/AI-based classification of a governmental entity's physical and digital information resulting in enriched content enables enhanced automated governance and workflow. InSight is a cloud-based platform leveraging leading-edge convolutional neural network technology that allows our customers to radically change the way they think about and operationalize content classification and content entity extraction across the enterprise.

Once the customer content is auto-classified and relevant metadata is extracted, the resulting enriched content will be used to drive analytic processes. Since document types are identified during classification, Iron Mountain's Policy Center can be utilized as a value added service.

Iron Mountain's InSight provides our customers with a customizable solution equipped with the following core functionality:

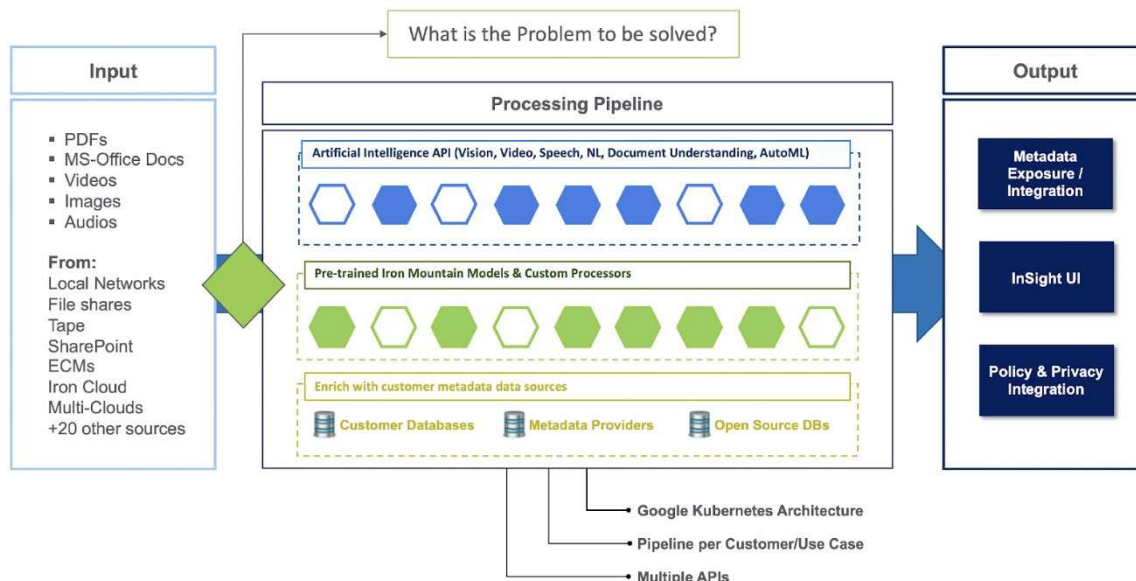
- Support of multi-channel content capture (physical/digital)
- Content classification/meta data extraction
- Search/indexing
- Retention management
- Vertical specific workflows
- Vertical specific analytics/visualization

The InSight platform incorporates an end-to-end modular subscription-based platform that provides a cost-effective way for customers to control their digital transformation journey, allowing them to scale up as needed depending on the number of services invoked. Transparency across digital and physical content provides our customers with a more granular management of information overall.

Iron Mountain developed the InSight platform to provide our customers with an innovative information governance, policy framework that cost-effectively applies governance rules consistently across all content. Through the InSight platform, Iron Mountain has been able to consistently provide our customers with business process improvements, such as:

- **Accelerate digital transformation:** capture, classify, index, and visualize your data regardless of format – physical and digital – so you can accelerate time-to-revenue and reduce inherent external and internal risks within your organization.
- **Reduce records management burden:** keep your resources focused on services to citizens while a trusted partner collects, classifies, and enriches your data.
- **Reduce risk and drive compliance:** validate your data is complete, reducing risks associated with audit, litigation and e-discovery.
- **Trusted and tested:** benefit from Iron Mountain’s heritage of trust, expertise and services to manage your data today and tomorrow.
- **Accelerated move to robotic process automation:** leverage auto-classified and enriched content as an input to robotic processes and gain time-to-efficiency.
- **Business assurance:** empower critical decisions by unlocking the power and value hidden in your data.

Iron Mountain InSight is comprised of three main parts: Input, Processing Pipeline, and Output.



**Figure 3-7. The InSight platform is segmented into three main parts.**



In the Input, as mentioned, we can ingest various types of files (PDFs, MS-Office Docs, Videos, Images, Audios), from various types of sources (Clouds, Local Networks, File Shares, Tapes, ECMs, etc.). We make all these options available through the use of connectors (future-proof).

At the core of the platform, we have the Processing Pipeline (PP). The PP is where all the classifiers and processors will be applied on the Assets according to the problem we want to solve. For instance, if we are working with videos, and the goal is to organize them by metadata enrichment, we can use APIs that will apply Clipification strategies, Speech to text, OCR on the clips, text translation if necessary, image tagging, etc. If we are working with documents, perhaps we want to apply image enhancers, OCR, table detections, target metadata extractions, and so on.

Thereby, it's crucial to understand what problem we are solving, and what's the best strategy regarding the processing pipeline. For that reason, we have data scientist working also during the pre-sales (we call it "Feasibility Assessment") to understand what it will be solved, and the best strategy regarding processors and API's.

After the processing pipeline, the Output is the data available on our UI (Assets linked to metadata, extracted from the asset or enriched from external databases). We can expose the metadata to be consumed by third-party software as well, such as BPM, BI, or RPA platforms.

Iron Mountain InSight is a content services platform that provides our customers with actionable business insights and predictive analytics through Machine Learning/AI-based classification of a company's physical and digital information resulting in enriched content enables enhanced automated governance and workflow. InSight is a cloud-based platform leveraging leading-edge convolutional neural network technology that allows our customers to radically change the way they think about and operationalize content classification and content entity extraction across the enterprise.

Iron Mountain will provide a project on specific Customer content using the Iron Mountain InSight platform focusing on data ingestion, document classification, entity extraction, indexing, storage, and search/analysis of the content and meta-data.

Iron Mountain InSight "industrializes" the process of data capture and content enrichment. It supports data ingestion from various sources: physical (paper, tape), digital (application generated, human generated). Once ingested, the documents are classified by type and the metadata is organized as a collection. This process trains the convolutional neural networks connected to the platform, so that once document and metadata indexing is complete, a baseline library is established, which can then be searched for patterns and trends and used to run visualization and analytics tools against applicable business use cases. The content services platform uses both visual and text classification to increase classification accuracy, allowing users to focus on the analysis needed to drive business decisions.

**BUSINESS INTELLIGENCE THROUGH CONTENT ANALYTICS  
AND DATA VISUALIZATION**



**Figure 3-8. Iron Mountain InSight enables enhanced automated governance and workflow to improve business processes.**



## Enterprise Content Management Solutions

### *Workflow Automation™ powered by Hyland*

Workflow Automation powered by Hyland is a rules-based electronic document routing system that enables users to process work more efficiently, faster, and more accurately than with traditional paper processing. Workflow Automation is beneficial whenever successive points of input or action are required in order to complete a task, process, or procedure. From processing public records requests to managing remittance processing, Workflow Automation streamlines collaboration and accelerates the completion of critical business tasks. Additionally, Workflow Automation can easily integrate with and provide the backbone to e-commerce solutions as well as be tied to organizations' core Enterprise Resource Planning (ERP) and Customer Relationship Management (CRM) systems.

With Workflow Automation, users or integrators define and configure document states, rules, actions, and lifecycles with a graphical Windows interface. Upon point and click configuration, Workflow Automation instantly routes documents through the business process as each increment of user or system work is completed. Workflow Automation also supports advanced features such as alternate routing logic, automatic criteria calculation, rendezvous, simultaneous notification, load balancing, reporting, Ad Hoc Workflow, Visual Basic scripting, and API functionality for integration with core legacy or ERP/CRM systems.

Iron Mountain has been partnered with Hyland software for more than 10 years and is a Platinum Diamond Value Added Reseller of Hyland products. Hyland was named a Leader in the 2019 Gartner Magic Quadrant for Content Services Platforms making them a Leader for 10 consecutive years.

## Solution Architecture and Overview

### *Workflow Automation Architecture*

Iron Mountain has partnered with Hyland Software to provide Workflow Automation as a Hosted solution in Hyland's Private Cloud. The third party software licensing (database, operating system, etc.) that is required to support the application in the Hyland Cloud is included in the monthly SaaS fees. The benefits of Workflow Automation can be made securely available to users with access throughout the organization, regardless of their location via browser or mobile device. Document storage is cloud-based solution which is in line with the State's Cloud First Objectives.

Documents converted to digital form either by agency personnel or by Iron Mountain can be ingested into Workflow Automation. Once in Workflow Automation, rules-based routing can be applied to transport the documents into work-queues for staff to review, update, comment, or re-route.

Once all required actions have been performed, documents can route to a Workflow Automation document repository for archival electronic storage, accessible by those established with read-only, read-and-comment, and/or deletion rights-access. Iron Mountain is certain its partnership with Hyland Software can be tailored to meet any of the workflow automation needs as it has engaged with numerous state and government agencies around the Country to accomplish their objectives.

## User Functionality

### *Workflow Automation End User Modules*

The Iron Mountain Workflow Automation bundle includes a Multi-User Server, Document Import Processor, Unity Client Server, Encrypted Disk Groups and Encrypted Alpha Keywords without a

subscription or hosting fee. This allows the agencies to have low cost immediate secure repository functionality and security without the large upfront cost of purchasing these modules. From there, Workflow Automation provides the ability to add on over 250 unique models only paying for what you need. It would be cumbersome to provide a description of each module so we have included an extensive license and fee schedule that outlines pricing and highlights the 25% discount for each module. Included below is a list of core functionality included with Workflow Automation powered by Hyland:

- **Workflow automation** – Workflow Automation Business Process Management tools provide a rich set of point-and-click configurable rules and actions, allowing business processes to be quickly automated with no need for custom coding.
- **Dynamic approval processes** – Streamline and simplify document approval processes by allowing business users to configure rules to evaluate documents and dynamically assign approvers.
- **Electronic forms** – Eliminate paper, expedite processes and improve information accuracy with features like required fields, data validation, calculations with instant results and the ability to customize the form's look and feel.
- **Business activity monitoring and dashboards** – Using BPM tools, users point-and-click configure dashboards that deliver instant visibility into the health of your system and your business – from the real-time status of business processes to who is owning tasks and how long they will take. Identify opportunities for improvement and quickly respond to changes in process performance.
- **Automated notifications** – Notify users when an action is required in critical business processes without relying on manual email notifications. Organizations can also expedite the delivery of email notifications triggered by your automated processes, without user interaction, minimizing the chance of unsent or delayed alerts.

The modules above allow agencies to:

- **Facilitate business transaction processing** by presenting all related documents and data to the user.
- **Optimize business processes** by providing a framework of rules to efficiently route electronic documents and data.
- **Promote accountability** by providing detailed auditable history to monitor security and employee performance.
- **Offer flexible deployment and access** across multiple interfaces and line-of-business integrations.
- **Enforce consistent business practices**, reducing process variance and associated risk.

## Solution Integration

### Workflow Automation Integration Capabilities

Iron Mountain's Workflow Automation powered by Hyland allows for integration with your key applications via a variety of integration options:

- **Purpose-built integrations:** Purpose-built integrations for many widely-adopted applications, including PeopleSoft®, SAP®, Microsoft Office®, Outlook®, ESRI®, Ellucian, Workday and Infor. These specific integrations seamlessly feed information and documents between Workflow Automation and your other applications.
- **Screen-level integrations:** With a point-and-click configuration tool, Workflow Automation empowers your users to access documents, create forms and even begin Workflow Automation processes directly from the screens of other business applications.
- **Data-level integrations:** Workflow Automation offers an enterprise integration platform to coordinate an instantaneous, guaranteed exchange of data between your applications. By integrating your applications at the data-level, you ensure that the data across all your systems is consistent and up-to-date.

Additionally, integrating with Workflow Automation at the front end would be a configured import application between Iron Mountain's Kofax Capture platform—where electronic images and captured index metadata reside—and Workflow Automation. Having long-standing partnerships with Kofax and Hyland Software allows Iron Mountain to ensure smooth configurations and stand-ups of new integrations.

## Solution Benefits

### Workflow Automation Configuration and Scalability

Workflow Automation includes Encrypted Alpha Keywords and Encrypted Disk Groups which provide an additional layer of security for content stored in Workflow Automation. Sensitive alphanumeric keywords are stored in the database in an encrypted format, with access to view full or partial values granted to authorized users. Documents are automatically encrypted as they are imported into Workflow Automation, becoming indecipherable when retrieved outside of the system. Even within Workflow Automation, these files are accessible only to permissioned users, further decreasing risk of exposure. Risk of exposing private data is eliminated and compliance with industry standards such as the Payment Card Industry (PCI), Data Security Standard (DSS), and HIPAA Protected Health Information (PHI) is enhanced. Encrypted Alpha Keywords & Encrypted Disk Groups provide the necessary tools to securely store sensitive data digitally—preventing costly security breaches and keeping you and your data safe and are included in every Workflow Automation deployment as part of the initial bundle.

The Hyland Cloud provides organizations with three major considerations, two of which directly impact how return on investment is achieved: reduced capital costs, rapid deployment, and a technological edge. The Hyland Cloud helps organizations to eliminate the purchase, installation, upgrading, and maintenance of hardware and software; reduce the risks, costs, and administrative responsibilities associated with developing and maintaining the required IT infrastructure; and reduces risk to their existing system's environments.

Additionally, organizations realize an accelerated implementation of solutions, including temporary hosted deployments and reduced internal IT complexity. As a result, they are able to focus resources on core business issues, rather than IT concerns and application administration matters. Workflow Automation powered by Hyland is entirely point-and-click configurable and has been designed to allow for quick implementation. Much, if not all, of the programming that is required by traditional workflow systems has been eliminated.



**Figure 3-9. Workflow Automation by Hyland Workflow Life Cycles.**

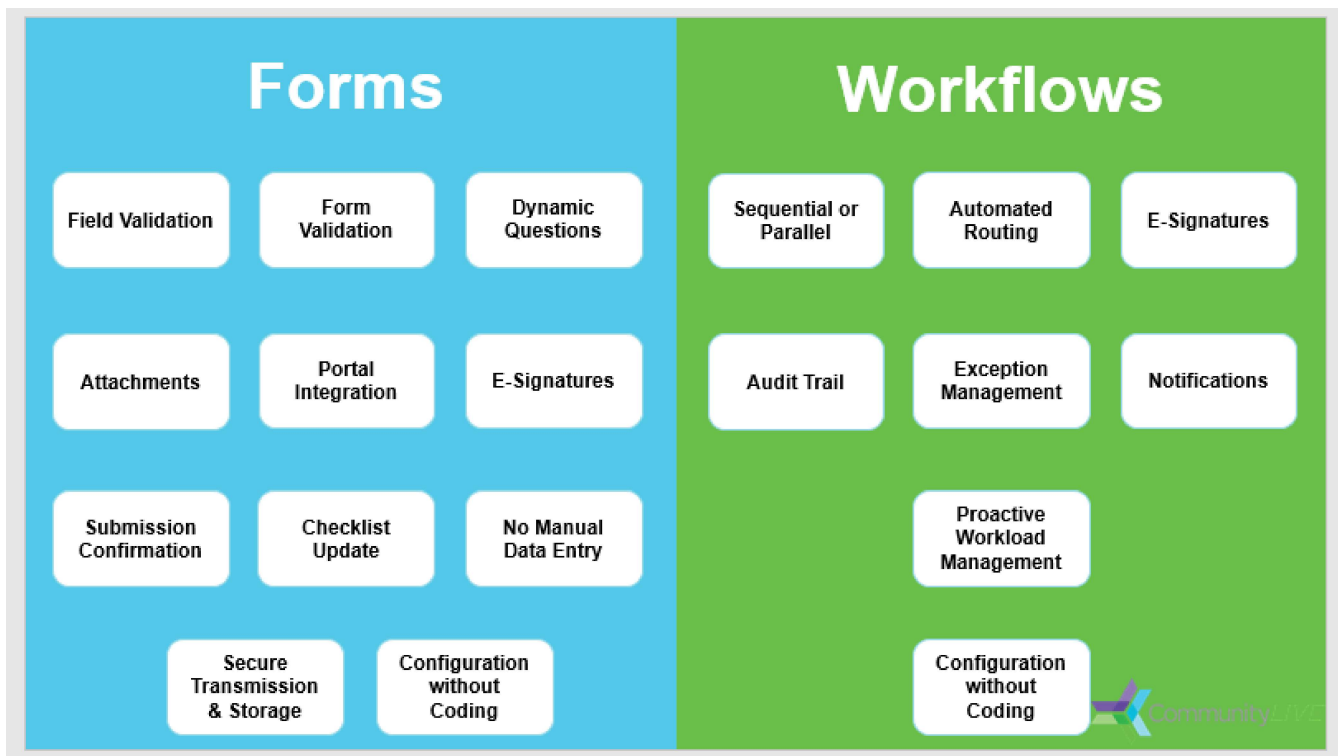
**The following are some of the benefits derived from a Hyland Cloud solution:**

- Instant and continuous access to the latest technology the customer needs to run its business, without the up-front costs and administrative responsibilities associated with developing and maintaining the required IT infrastructure.
- Improved ability to focus resources on core business issues and strategic projects, rather than IT concerns.
- Fast implementation of the application, with reduced risk to existing system's environment and bottom line.
- Ability to scale and deploy additional functionality rapidly to meet growing business needs.
- Access to required security, high availability, disaster recovery, and support services.
- Access to expanded application functionality without the burden of maintaining a distributed computing environment.
- Eliminates the up-front purchase, installation, upgrading, and ongoing maintenance of software and hardware.
- Reduces the cost compliance audits, as the Hyland Cloud has many of the required certifications in place.

**The following are some of the benefits derived from a Workflow Automation Solution:**

- Ensures that documents are routed in a standard, controlled, and prompt manner.
- Accommodates exceptions to the configured model by assigning specific users with rights to add or exempt stages on an ad-hoc basis.
- Forwards documents without delay to each successive phase.
- Automatically distributes documents to specific work groups.
- Allows documents to be prioritized in each queue. If there is no priority assigned, the documents are sorted by the date and time they enter the Life Cycle.
- Monitors and measures the time it takes to complete a process.
- Audit queues allow periodic review for quality assurance.
- Supports Internet access for users outside of the immediate office environment.

- Processes are easily added or adjusted at the document, process, group, or enterprise level by specified users or administrators.
- Point-and-click configuration enables customization of both the routing and the user interface without programming.
- Integrates seamlessly with other Workflow Automation modules and incorporates powerful cross-referencing to COLD process, image or application documents.
- Integrates easily to other legacy systems utilizing Visual Basic scripting and robust API calls.
- Adheres to ISO 27001 standards for maximum security of systems and client data.



**Figure 3-10. Workflow Automation by Hyland Forms and Workflows.**

### Information Governance—Programs and Staffing

Iron Mountain continually strives to provide comprehensive, cost-effective solutions to address our customers' information management challenges.

Through the Iron Mountain Information Governance (IG) Program Development service you can engage with the Advisory Services team to develop a target operating model that serves as the framework for the future of your IG Program.

IG experts will work with you to develop the two foundational aspects of your IG program: a cross-functional IG structure, including a steering committee, and enterprise-wide IG policies.



Iron Mountain Advisory Services combine technology with deep expertise and broad experience. Advisory Services are provided by a team of Information Governance (IG) professionals who have dedicated themselves to the intricacies of retention, privacy, compliance and risk management.

Advisory Services can work with you to review, improve or accelerate:

- Retention
- Privacy
- Policy and overall IG assessments
- Policy and program development and enhancement
- Content classification
- Metadata application

Iron Mountain Advisory Services is one of the industry's largest IG consultancies with over 20 years of experience providing holistic IG services to evolving enterprise organizations. From lawyers and legal researchers to records managers and library scientists, our IG professionals take the time to understand your specific needs and provide a detailed project plan with a timetable for deliverables.

### **Privacy Advisory Service**

Our Advisory Services team, with privacy specialists in areas such as data mapping, classification, and retention, provides you with comprehensive support to mitigate risks associated with personal data and achieve privacy compliance. They will guide you through the process of assessing where you're at, as well as the process of building a stronger privacy program customized to your organization.

### **IG Assessment Service**

Establishing a program benchmark is crucial to growing your program and provides the opportunity to display measureable improvements to your stakeholders. Our expert IG consultants will methodically evaluate your program, assessing everything from organizational design and policies to workflow processes and information inventory analysis.

### **IG Program Development Service**

IG program development is the next step in moving your IG program forward. Once you have a solid understanding of the current state of your IG program, our IG experts can help you create and implement a more robust IG vision.

IG experts will work with you to develop the two foundational aspects of your IG program: a cross-functional IG structure, including a steering committee; and enterprise-wide IG policies.

### **Content Classification Service**

Content classification is a vital aspect of managing the information lifecycle. You have to be aware of what information you have stored in what format across your organization to be able to properly and accurately map everything to a retention schedule.

Iron Mountain's Content Classification service leverages our classification rules database and find your redundant, obsolete or trivial content (ROT) so that it can be destroyed.



Large organizations have legacy inventory stored both in-house and with vendors that is not classified to current retention schedules nor being retained according to legal, regulatory or business requirements. Without knowing what inventory is eligible for destruction, you can't defensibly destroy them. Companies often elect to destroy records on the basis of age, but some records may have legal holds or permanent retention requirements. In some cases, portions of records are being managed under differing schedules, which creates a dangerous compliance gap. This leads Record Managers no choice but to dedicate time searching for information he or she might not even have. And your in-house record centers may be nearing capacity, but you don't have insights to figure out what can be moved to cold storage to create space without impacting serviceability and operating costs.

Unique to Iron Mountain, our Content Classification service leverages a classification rules database built up and enhanced over time as a result of storing information for many clients over the years. You'll know which records, whether stored onsite or offsite, can be immediately and eventually destroyed through our proprietary retention management feature that systematically calculates destruction eligibility according to your retention policies.

Our experienced staff can work with your organization to help configure, develop, and apply hold codes to records that are impacted by preservation orders. And you'll get help normalizing and updating metadata, making it more consistent and improving accessibility. You can also leverage our specialized retrieval activity analysis of onsite records to determine what makes financial sense to move offsite in order to free up space, all dramatically enhancing the overall health of your inventory.

### **Onsite Staffing Service**

You can have information governance experts placed in your organization to achieve specific RIM and/or IG goals. Our staffing services can meet the needs of both long-term projects and placement as well as consultative short-term projects.

- Projects/staff placement include but are not limited to:
- Corporate information managers
- Records managers or analysts
- File room administrators
- Database coordinators
- Imaging support

### **Retention Schedules—Development and Implementation**

Managing the information lifecycle is vital to the functional health of any organization. From creation to use to disposition, every step of the information lifecycle requires planning and processes to ensure order and prevent chaos. The primary tool in digital and physical information life-cycle management is a records retention schedule. At the most fundamental level a retention schedule dictates how long to keep documents according to the state, federal, and industrial regulations that apply to your organization.

Increasing privacy concerns and stringent laws like the European Union (EU) General Data Protection Regulation (GDPR) elevate the need for privacy and retention to be managed together. Doing so

provides you with a unified view of your organization's personal data and related obligations so you can dispose of personally identifiable information (PII) as soon as possible and reduce unnecessary exposure to data breaches.

The Iron Mountain Policy Center solution is a retention and privacy policy management platform that provides a unified view to keep your retention and privacy policy management connected, current and compliant.

Iron Mountain Policy Center is a cloud-based retention policy platform that will help you comply with retention and privacy laws and regulations.

The products are designed to:

- Understand and interrogate legal and regulatory requirements with advanced filtering and searching
- Associate granular legal citations directly with your retention schedule class scheme
- Overcome the limitations of a flat retention schedule with the ability to map your organizational structure, data locations, stewards, and custodians.
- Meet defensibility requirements with a full audit trail
- Integrate seamlessly with your IT infrastructure through direct browser access or single sign-on capabilities
- Systematically share your retention schedule with your content infrastructure through a standardized integration connector (API)\*

Our four Policy Center Edition products are described below.

### ***Policy Center Essential Edition***

Essential Edition is designed for customers requiring a ready-made, read-only, retention schedule that covers the basic corporate functions of business. With this edition you'll receive a Corporate Function Schedule that includes record classes and retention rules for a country that are updated annually. The retention schedule can be viewed using simple web-based software. This edition is available as a subscription service and billed monthly. Essential edition includes legal content, called Citations, which describe the laws within a single jurisdiction that drive retention of digital or physical records. Essential edition is the key component of the Iron Mountain Governance, Risk and Compliance service, and is available exclusively through the IMConnect portal.

### ***Policy Center Standard Edition***

Standard Edition, which is accessed through the IMConnect portal, is designed for customers needing a ready-made, editable, retention schedule that covers the basic corporate functions of business. Other pre-packaged retention schedules are also available that address, for example, banking, insurance and pharmaceutical industries. Retention schedules include suggested record classes and retention rules for a single country. The retention schedule and associated legal content are updated annually. The retention schedule can be viewed using simple web-based software. This edition is available as a subscription service and billed monthly. Standard edition includes legal content, called Citations, which describe the laws within a single jurisdiction that drive retention of digital or physical records. Read-

only, Policy Director and Application Administrator User Roles are available to manage viewing and editing privileges.

### **Policy Center Professional Edition**

Professional Edition is designed for customers who need to promote and enforce retention policies in several countries. Multiple Retention Schedules for different jurisdictions can be created and managed. Users access this product through individual web addresses (urls/links) that they place in their web browsers. Each schedule can be published for access and viewing to audiences in those jurisdictions. Legal content, called Citations, are delivered and updated in real-time to provide accurate and timely justification for retention periods for all record classes. Existing retention schedules can be migrated into the Professional Edition. Several user roles exist to manage editing and viewing privileges. Unlimited users can view the retention schedule.

### **Data Center**

Business continuity and high availability are among the driving forces influencing all IT investments today. In an era of 24x7 global operations, any downtime can have significant repercussions in accomplishing mission objectives, overall IT security, and even damage to an agency's reputation. By choosing the right partner for data center colocation, organizations of all sizes can reduce their risks for downtime, and can much more closely align their disaster recovery requirements with their business objectives. Highly regulated companies and public sector organizations overwhelmingly select third-party Data Center providers to replace aging internal facilities or add new capacity. Benefits of choosing a third-party vendor to provide this imperative service include:

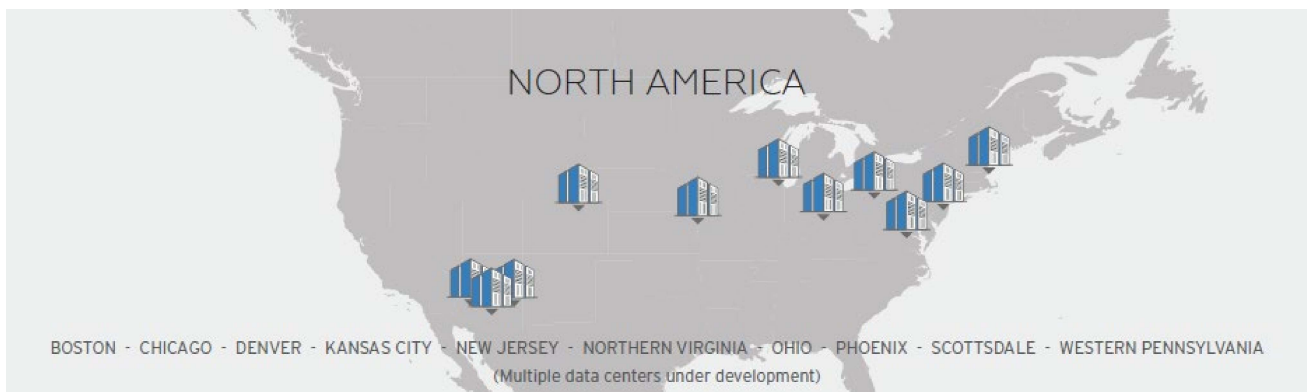
- Lower total cost of ownership.
- Increased operational efficiency.
- Predictable cost structure.
- Consumption-based pricing.
- Reduction in CAPEX.
- Agility in a cloud-based world with smart, seamless expansion.

Iron Mountain Data Centers meet the exacting requirements of the world's most demanding organizations. The confidence we instill in every customer was born from our proven, steadfast ability to provide unwavering, functioning products, support and services for the thousands of Records Management and Data Center customers we support. Iron Mountain works with 230,000+ customers across the globe including 95% of the Fortune 1000. Whether Iron Mountain is supporting a growing company in need of an individual cabinet or a multi-national corporation looking for a 20,000 square-foot dedicated Data Center, Iron Mountain is the premiere, large business, choice Data Center provider to protect what matters most.

Iron Mountain's Data Center Services team provides data center co-location and related services, including secured space, infrastructure, power, physical and perimeter security, and support services, to its data center customers in the United States. Iron Mountain operates secure, resilient, energy-efficient data center facilities that are built in accordance with regulatory and efficiency standards (PCI-DSS, HIPAA, FISMA, DCOI/EO 13693, SSAE-16 SOC 3) and includes around-the-clock support from full-

time Iron Mountain employed technicians who have all passed background checks. Iron Mountain's existing data center complexes are located in:

- Boyers, Pennsylvania
- Northborough, Massachusetts
- Kansas City, Missouri
- Denver, Colorado
- Edison, New Jersey
- Dayton, Ohio
- Phoenix, Arizona
- Scottsdale, Arizona
- Manassas, N. Virginia



**Figure 3-11. Iron Mountain North American Data Center locations.**

Iron Mountain's secure colocation offerings range from individual cabinets and small cage spaces to multi-megawatt dedicated data centers. Iron Mountain's facilities are ideal for organizations seeking to meet the Federal Data Center Optimization Initiative (DCOI) and Executive Order (EO) 13693 (energy efficiency) directives, and include the following features:

- Meet NIST 800-53 Security Controls (FISMA High)—not available at all locations.
- Meet requirements for efficiency and monitoring systems
- Ideal for Continuity of Operations (COOP)
- Supports 100% Wind Power/Renewable Energy – In 2017, all of the data center energy utilized by the Boyers, PA (WPA1) underground can be exchanged with wind-power energy purchased by Iron Mountain from a wind turbine farm in Ringer, PA – providing stable & green energy costs for customers over a 15-year period.

### **Colocation Service Options**

Colocation services are offered on this Pricelist based on geographic location, and specific space and power requirements. For each location, customers may select from the following colocation space and power options:

**Federal Individual Cabinet** – Includes individual cabinet space and primary and redundant A/B Power Circuits for power ratings ranging from 2.40 kilowatts to 18.00 kilowatts.

**Federal Dedicated Cage/Suite** – Includes the caged space and actual electrical usage for the defined Maximum Electrical Consumption limit ranging from 20 kilowatts to 1000 kilowatts, with the option to increase power limits in 5 kilowatt increments. Dedicated suites may be available to customers, but are subject to limited availability depending on the selected location and committed Maximum Electrical Consumption limit. All cage and suite deployments offer equivalent power, networking and security features. Customers may provision the Federal Dedicated Cage/Suite Space with any combination of the power circuits listed under "Power Circuits & Installation."

**Federal Private Data Center** – Includes the walled space and actual usage for the defined Maximum Electrical Consumption limit ranging from 1000 kilowatts to 2000 kilowatts, with the option to increase power limits in 50 kilowatt increments depending on availability at the selected location. Customers may provision the Federal Private Data Center space with any combination of the power circuits listed under "Power Circuits & Installation."

### **Power Circuits & Installation**

Customers purchasing Federal Dedicated Cages/Suites or Federal Private Data Centers are offered the flexibility to provision their space with any combination of the power circuits listed below, utilizing any number of cabinets up to the maximum for the selected CLIN, or combination of CLINs, which are priced at a non-recurring charge that includes the physical circuit and installation:

- 120V Circuit (all types)
- 208V 1-Phase Circuit (all types)
- 208V 3-Phase Circuit (all types)

### **Physical Cabinets Services**

Customers have the option to utilize their own physical cabinets or may procure Iron Mountain physical cabinet services under this Pricelist on a monthly basis.

### **Networking Services**

The following networking services are available to customers under this Pricelist:

- **Cross Connections:** Includes all types of cross connections within Iron Mountain Data Centers
- **Dark Fiber:** Currently available only at the Boyers, PA campus (WPA1) and includes dedicated access to two (2) Iron Mountain provided, 100% diverse 'East' and 'West' Dark Fiber segments between Customer's Space and Allegheny Center Mall in Pittsburgh, PA. The 'East' segment is approximately 87 fiber miles and the 'West' segment is approximately 96 fiber miles. Round-trip latency between Customer's Cage Space and Allegheny Center Mall is less than 3 miles.



- **Managed Internet Access:** Includes multihomed, BGP-based managed Internet access that is priced based on tiered bandwidths ranging from 10 Mbps to 10 Gbps. At any time during the period of performance, though most typically during initial configuration (as cabinet quantities and power configurations are usually made for caged configurations), customers will indicate a Minimum Quantity (measured in increments of 1 Mbps units per month) that will determine the applicable bandwidth tier and corresponding Monthly Recurring Charge. The Managed Internet Access services uses 95th percentile billing to determine charges for usage over the contracted minimum. The 95th percentile billing method is a widely used mathematical calculation to evaluate the regular and sustained use of a network connection. Internet bandwidth consumption over a thirty day period is measured (or sampled) every 5 minutes from the switch or router and then recorded in a log file. At the end of the month, the samples are sorted from highest to lowest, and the top 5% (which equal to approximately 36 hours of a 30-day billing cycle) of sample data is thrown away. The next highest measurement is the billable usage for the entire month—if the billable usage exceeds the contracted minimum, the Customer is charged for the difference between the billable usage and the contracted minimum at the same Monthly Recurring Charge per Unit rate (there is no penalty for usage beyond the contracted minimum).

### Helping Hands

Iron Mountain provides experienced, onsite technicians to help support tasks from large-scale server and storage deployments and complex cable installations to simple reboots and hard drive replacements.

### Facility Locations and Specifications

Iron Mountain operates a state-of-the-art FISMA High, data center complex in Western, PA, with additional facilities in Boston, and Kansas City, and Manassas, VA.

Iron Mountain's *Western Pennsylvania data center (WPA-1)* is one of the world's most secure colocation facilities, conveniently located 60 minutes from downtown Pittsburgh. The underground data center is part of a heavily guarded, 205-acre campus located 220 feet below the earth's surface. The facility stores and protects irreplaceable assets, priceless collections and critical Information Technology environments. Co-located systems are kept safe via perimeter security, armed-guard checkpoints, metal detectors, mantraps, biometric access controls, and CCTV cameras. These features, combined with resilient infrastructure and Iron Mountain's commitment to operational excellence, make the Western Pennsylvania data center ideal for both production and disaster recovery data center deployments.

Iron Mountain's *Boston data center (BOS-1)* is a purpose-built above ground facility safely and conveniently located on a 58-acre Iron Mountain-owned campus in the Metro West Boston suburb of Northborough. The single story colocation facility features a customer-inspired design with no columns or MEP infrastructure inside the data halls for maximum utilization, flexibility, and security. This data center is the only area MTDC that is Uptime Tier III certified for design and construction, so customers have documented proof it is a highly resilient and maintainable location. BOS-1 is an ideal alternative to downtown Boston colocation.

Iron Mountain's *Kansas City data center (KCM-1)* is a resilient, compliant, and highly secure underground colocation complex located south of downtown Kansas City, Missouri. In addition to excellent power costs, Iron Mountain provides trustworthy remote support by ensuring KCM-1

employees and contractors undergo thorough background checks. The central US location promotes network performance for national companies.

Iron Mountain's 83-acre *Northern Virginia data center (VA-1)* campus is located in Manassas, the heart of the world's largest data center market. Demand is driven by highly secure and reliable data center services, low total cost of ownership, and easy access to the largest network and peering interconnection site in the United States. The campus development plan calls for at least 4 separate buildings and 60 megawatts of utility power to support Iron Mountain's delivery of wholesale data center and colocation services. VA-1, the first of the campus data centers will feature 10.5 megawatts of Uptime Tier III-certified data center capacity across six data halls. Iron Mountain's flexible design coupled with high capital, energy and tax efficiencies create an ideal environment for a wide range of use cases such as corporate and public-sector disaster recovery sites, hybrid cloud deployments and wholesale leasing options for hyper-scale cloud providers.

Additionally, Iron Mountain is in the final stages of acquiring the largest Denver area multi-tenant data center and once complete, the purchase will add an Uptime Tier III Gold certified data center to the Iron Mountain portfolio. Denver, CO is located in one of the lowest risk regions in the USA and on a separate power grid interconnect from our Eastern U.S. markets in Boyers, PA and Manassas, VA. Denver has the low network latency needed to support western U.S. user populations while avoiding the risks and cost of locating on the coast.

Services offered at Iron Mountain's locations include dedicated data centers, private suites, secure cages, individual cabinets, carrier-neutral network, multi-homed BGP-based managed internet access, DCIM-enabled customer portal, 24-hour helping hands, and data center asset tracking.

### **Data Center Compliance**

Iron Mountain's data center business is focused on providing state-of-the-art customer-driven data center solutions in compliance with Federal guidance. Our mission is to help our customers face the challenges of constantly escalating power, cooling, networking, and space requirements by utilizing the unique characteristics of our underground facilities to deliver next generation, ultra-reliable, and efficient technologies in a secured environment. Iron Mountain maintains our data centers so that our customers can focus on their core mission goals while we deliver to them some of the most cost-effective and scalable data center solutions within the industry.

Iron Mountain Data Centers adhere to the following industry compliance regulations:

- SOC 2 Type 2
- SOC 3
- ISO 27001
- PCI
- HIPAA
- FISMA High (locations listed above)
- ISO 50001
- ISO 14001

- ISO 9001

### **Data Center Security**

Iron Mountain data centers securely maintain data for several Federal customers and we believe Government and Education Agencies will realize several advantages to allowing Iron Mountain protect their information including:

- Flexibility in right-sizing the initial footprint with power requirements based on need and the ability to scale over time– ideal for a consolidating environment with steps up in power needs
- Carrier neutral location with quickly configurable, reliable, and flexible network connectivity immediately available for agencies to leverage
- Vendor/Service Provider neutrality give agencies the ability to work with Iron Mountain or another provider

While on site at an Iron Mountain Data Center facility, all authorized customer personnel, agents, visitors, and third party representatives will be required to comply with Iron Mountain Data Center’s Rules and Regulations. Security regulations require that only those individuals who have a legitimate business reason for entering the data center be admitted; to include any facility visitors, contractors, service technicians and/or vendors. To maintain the safety and security of our facilities, any facility visit must be authorized and arranged at least 48-hours in advance. No non-badged individuals will be permitted access to data center facilities unless Iron Mountain Security has been made aware of their arrival in advance.

In the event that an agency will have authorized personnel on-site at Iron Mountain’s Data Center facility, Iron Mountain will issue a photo ID badge upon successful completion of Iron Mountain’s Background Investigation Process. Any agency personnel authorized to enter an agency space on an infrequent basis will be considered visitors to Iron Mountain’s Data Center facility and will be required to complete and submit a visitor entry form at least 48-hours in advance of a scheduled visit.

### **Data Center Network Capabilities**

All Iron Mountain Data Centers are carrier neutral with quickly configurable, reliable, and flexible network connectivity immediately available for Government and Education Agencies to leverage. Connectivity at our data centers are either customer managed or internally managed at Iron Mountain and agencies will be able to require connectivity management that best suits their requirements.

For customer managed connectivity, Government and Education Agencies would need to procure circuits directly from one or more carriers and Iron Mountain would provide the cross connection between the agency space in the data center and the carrier’s point of presence.

If Iron Mountain managed connectivity is preferred, Iron Mountain has the capability to provide the following managed connectivity services:

- Resold Network – Iron Mountain offers private, high bandwidth point-to-point or point-to-multipoint connectivity between customers’ cabinets, cages, or suites and other serviceable locations. Iron Mountain offers customers flexible bandwidth and diversity options and enables customers to select the level of performance that meets their requirements. Iron Mountain fully manages third-party telecommunications carriers to deliver this service. Note that this service

also provides L2 VPN connectivity between Iron Mountain locations for backup and disaster recovery support.

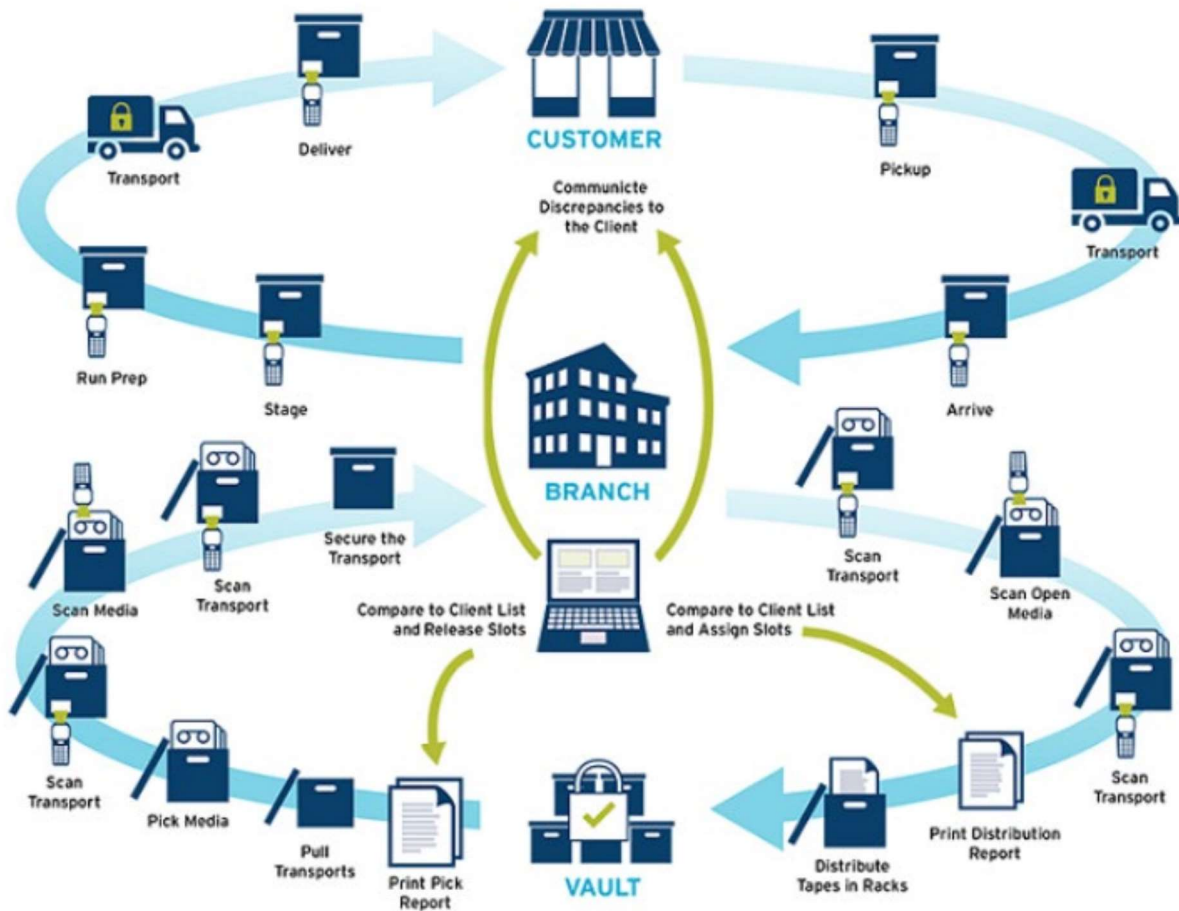
- Carrier Services – Iron Mountain provides private, diverse, redundant dark fiber between customers’ cabinets/cages and local carrier hotels. Customers may light this fiber themselves or use Iron Mountain’s wave services on a common DWDM system (at 1Gbps or 10Gbps).
- Managed Internet Access – Iron Mountain provides connectivity between customers’ cabinets/cages and the Internet. Iron Mountain offers customers flexible bandwidth and connection media options to enable customers to select the level of performance that meets requirements.

## Data Management Solutions

Information is one of the most valuable assets for state governments and how it is managed is integral to the overall security of data. The importance of a comprehensive and secure program will enable business continuity and reduce the risk of exposure of confidential and sensitive information. Adopting media management best practices cannot be achieved overnight. Implementing best practices requires dedication in both time and resources to determine how existing procedures can be strengthened and what new processes are necessary. Iron Mountain offers a hands-on approach to the implementation of best practices tailored to our customer policies and within a flexible timeframe.

With Iron Mountain, backup data will be secure and protected with precise workflow processes that provide chain of custody for backup media. Our Offsite Tape Vaulting service ensures that our customer’s critical backup media is securely stored in the right environmental conditions which helps to preserve it for long-term retention. Our secure vehicles are equipped with extensive security features and manned by highly trained personnel, and media is brought to our vaulting facilities with the protection of multiple-layer security. Additionally, because media is managed following proven procedures and best practices, our customers can be confident they have the ability to locate and deliver the information residing on their archival media whenever data is requested or required.

Every facet of our solution, including vault design and employee selection, is designed to reduce the risk of exposure for our customer’s data. We are accountable for our customer’s backup data and our procedures and policies meet or exceed industry security standards. Iron Mountain’s comprehensive tape archiving services, designed to support efficient management of the entire media lifecycle, can also provide our customers with tape reconciliation, audits of off-premises tapes, disaster recovery for emergency delivery of backup tapes, secure media destruction, and complete library relocation.

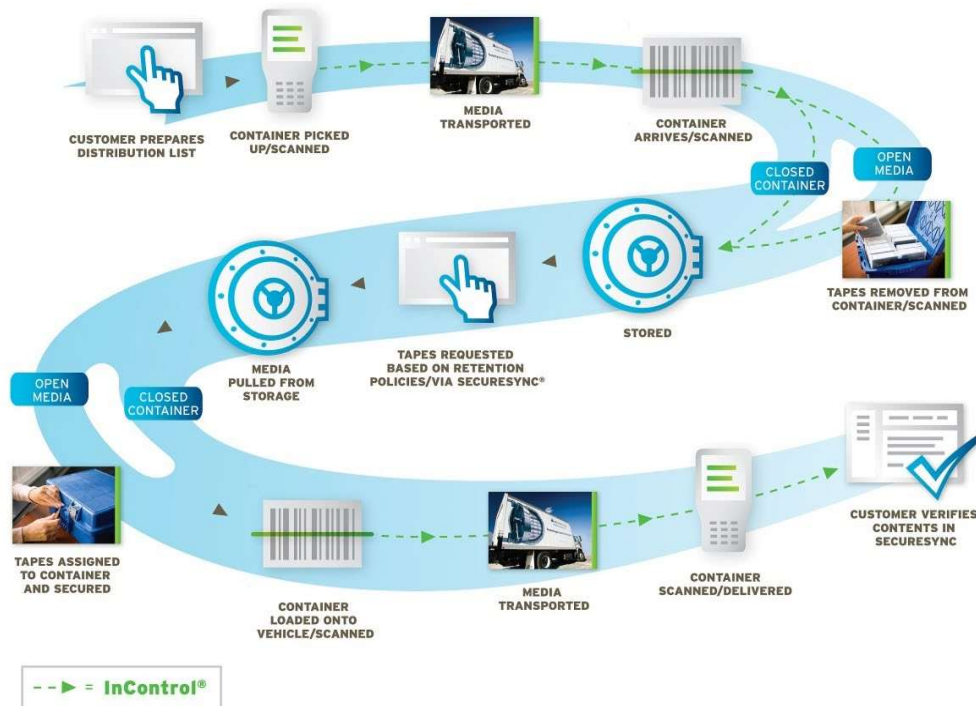
**HERE'S HOW IT WORKS:**


**Figure 3-12. Data Management Workflow.**

### Defined Workflows

With Iron Mountain performing more than 5 million pickups and deliveries of backup tapes per year, we know maintaining rigorous tracking and inventory controls are key to successful execution. Iron Mountain's internal process management system continuously tracks customer media from the customer site to our vehicle, from our vehicle into our vault, and back to the customer as required. Information security is dependent on a quality workflow process. Iron Mountain built high quality standards into our processes, and by leveraging a core set of standard workflows, Iron Mountain ensures the protection and accuracy of our customer's information whether it is in transit or in secure storage.





**Figure 3-13. Offsite Tape Vaulting Workflow.**

With our Tape Vaulting Program, our customers use the SecureSync customer portal to prepare a distribution list specifying the tapes to be sent to Iron Mountain’s secure off-site facility. Once the order is prepared, authorized customer personnel will load all identified media in to Iron Mountain containers and lock all containers prior to the Iron Mountain Transportation Service Specialist’s arrival at our customer’s facility.

During each regularly scheduled service day, a Transportation Specialist will arrive at the designated pick-up location equipped with a hand-held scanner pre-loaded with information from our internal process management system identifying accurate customer numbers, customer personnel who are authorized to release and receive media, and all containers scheduled for delivery. The scanner process captures every transaction associated with a container for audit purposes, including:

- The date and time of the transaction.
- The Iron Mountain employee name.
- The customer personnel involved.

After the containers are scanned, the return date for each container is entered and validated. When customer data arrives at the Iron Mountain facility, we upload the data from the scanner into our system, which then posts container return dates, as well as captures transactional information for audit purposes. Media is scanned five times throughout the delivery cycle, providing validation to ensure all media is properly processed. Any discrepancies are reported at each scan point. We designed redundant steps in our process to validate order integrity.

When the customer media is identified by SecureSync for return to our customer’s facility, transport containers are selected and scanned at the Iron Mountain facility. All requested media is scanned prior

to being loaded in to an Iron Mountain vehicle and transported to the customer facility. Once the Transportation Service Specialist arrives at the customer facility all media containers are scanned again and delivered to the authorized customer personnel. Upon receipt, the authorized customer personnel verifies all media has been delivered using the SecureSync portal.

All media tracked in our system bears a barcode label unique to the tape or container to that account. An Iron Mountain Transportation Specialist scans this barcode each time media moves between Iron Mountain and the customer. The scanner alerts us to discrepancies, providing validation to ensure your media is processed according to expectations. The internal process management system also incorporates a route management module, online authorization list module, process automation module, and disaster recovery module for additional Iron Mountain tracking and verification use.

### **Secure Data Management Facilities**

Iron Mountain operates an extensive network of vaulting facilities. Our specialized facilities are strategically located to serve as major disaster recovery centers during emergencies and disaster testing in addition to daily offsite tape vaulting requirements. Iron Mountain's data protection and recovery services provide quality services and products that protect our customers' critical information.

As with all of our data protection facility, this facility is managed by extensively screened, rigorously trained teams of data protection professionals. Iron Mountain's Data Protection Vaults are equipped with the following security measures:

- Concrete, steel-reinforced vault construction with solid steel doors and an electronically controlled security enclosure
- Alarm systems with battery backup power
- Automatic Halon fire suppression systems
- Sophisticated fire detection systems with local and offsite central monitoring
- Temperature and humidity monitoring control systems
  - Temperature maintained between 68-72%
  - Relatively humidity is maintained between 35-45%
- Water detection system
- Electronic access control on all doors
- Intrusion prevention systems
- Disk encryption on mobile devices
- Malware protection
- Camera surveillance with recording devices
- Full backup power provided by diesel generator
- Thorough background checks and substance abuse screening performed on all employees
- Digital certificates and AES encryption security components in use

- Password, account number and personnel authorization protection in place
- Customer requested access to our 24/7 help desk support

Our facilities offer a wide range of storage options from standard, temperature controlled vaults to state-of-the-art customized vaults that are built to accommodate specific federal customer requirements. Our facilities will provide all essential security protocols for the purposes of this contract.

### Media Destruction

Iron Mountain understands the privacy compliance challenges extend beyond paper-based information and includes all types of electronic media which can create potential vulnerability if not securely destroyed. Iron Mountain offers both on-site and off-site destruction services to our customers for the destruction of hard drives, tape cassettes, CDs, diskettes, and thumb drives.

Iron Mountain's Secure Media Destruction solution renders these media types permanently destroyed, unreadable, and non-recoverable. Iron Mountain owns two (2) LM-1 degaussers which are NSA approved and can degauss/erase up to 1800 pieces of media per hour. Iron Mountain provides data erasure through our Teraware process which ensures the erasure of every fragment of data and in the event media cannot be erased it will be securely destroyed through our destruction process. Iron Mountain provides a Certificate of Sanitation with an encrypted signature for an auditable proof of destruction. Additionally, Iron Mountain handles the final disposition of these destroyed media in an environmentally friendly manner.

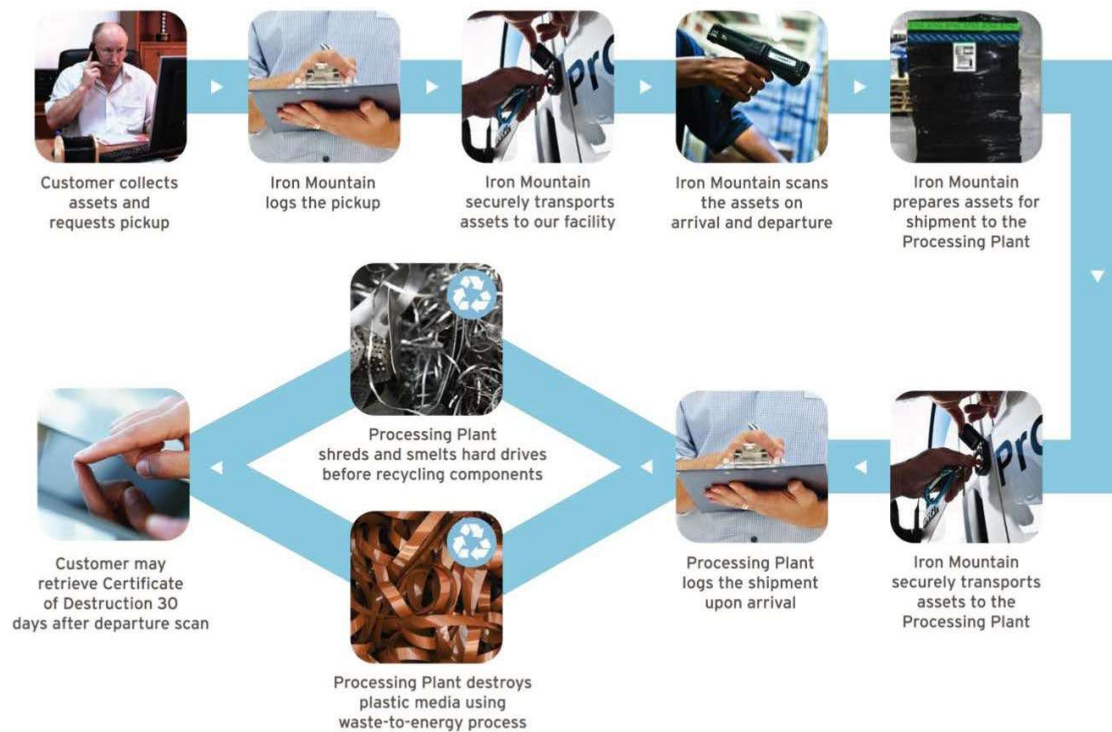
Iron Mountain will ensure secure destruction of all tapes using data eradication and destruction services that are compliant with DoD (Department of Defense), NSA/CSS (National Security Agency/Central Security Service) DoE, CIA, and NRC, NISPOM (National Industrial Security Program Operating Manual), or DoD 5220.22-M and DSS (Defense Security Service) C&SM standards and backed by a Certificate of Data Erasure and Destruction. Iron Mountain's process is compliant with NIST SP 800-88 Revision 1, Guidelines for Media Sanitization; dated Dec 2014.

Protect your electronic storage media by selecting Iron Mountain to:

- Destroy hard drives and other electronic storage media on-site with mobile shredders
- Document the security of your data during the destruction process with a fully auditable security
- Framework, helping achieve full compliance with data privacy regulations
- Erase or demagnetize select electronic media prior to shredding

### Off-site Media Destruction

Our off-site Secure Media Destruction service leverages auditable, field-proven procedures and workflows to protect existing and new media while in Iron Mountain's possession and in transit. Iron Mountain will provide locking/secured e-waste bins for destruction on a quarterly and on-call basis for the e-waste bins located at the agency locations. Our personnel will arrive to the location and remove all e-waste from the secure media destruction. Iron Mountain will follow our standard process, depicted in **Figure 3-14**, to ensure secure, off-site media destruction for the OMES:



**Figure 3-14. Off-Site Media Destruction Process.**

- Arrive on-site at the designated agency facility at the pre-scheduled time
- Collect and consolidate materials directly from the agency facility; place loose hard drives and other storage media into secure Iron Mountain container
- Inventory and track the materials designated for destruction with InControl, our patented chain-of-custody solution
- Photograph sealed containers and any other items to be transported
- Shrink-wrap, tag and prepare materials for secure transport
- Load truck and execute bill of lading, obtain client signature and driver counter signature
- Seal shipment on truck, lock cargo area, and depart agency facility
- Transport agency materials to nearest Iron Mountain facility
- Destroy or recycle agency electronic media using environmentally friendly processes in accordance with all local, state and federal regulations
- Upload reports/deliverables in Iron Mountain's SecureSync web portal

If the agency prefers to deliver all media for destruction to the designated Iron Mountain facility, Iron Mountain will follow our standard process outlined below:

- Provide the agency with Project ID# and required shipping information
- Schedule receipt of shipment
- Unpack storage media upon receipt at the designated Iron Mountain facility
- Verify customer inventory and place storage media devices into secure destruction bin(s)
- Remove storage media from destruction bins and shred
- Destroy or recycle agency electronic media using environmentally friendly processes in accordance with all local, state and federal regulations
- Upload reports / deliverables in Iron Mountain's SecureSync web portal

### **On-site Media Destruction**

Iron Mountain has the capability to provide on-site media destruction at the designated agency locations. Iron Mountain's on-site media destruction reduces the risk of data leaving agency premises without authorization by having data destruction technology brought directly to the agency facility. Iron Mountain will deliver comprehensive on-site secure media destruction at the designated agency office location. Our on-site destruction service follows rigorous data privacy and security workflows will ensure all agency media is completely destroyed. Additionally, the agency can request bulk data erasure services and degaussing services on-site.

Iron Mountain uses state-of-the art sheer shredding systems for on-site destruction of disks, tapes, and other storage media devices. Asset information, including serial numbers (if available,) is captured for each item prior to shredding. If desired, an authorized agency employee may witness the media destruction.

Iron Mountain will provide locking/secured e-waste bins for destruction on a quarterly and on-call basis for the e-waste bins located at the agency locations. Our personnel will arrive to the location and remove all e-waste from the secure media destruction. Iron Mountain will follow our standard process to ensure secure, on-site media destruction of agency media:

- Arrive on-site at designated agency facility at pre-scheduled time
- Contact the appropriate client personnel
- Set up designated work area and prepare shredder
- Verify customer inventory and place storage media devices into secure "Destruction Bins"
- Remove storage media from Destruction Bins and shred all material directly into secure Iron Mountain containers
- Seal all containers upon completion of destruction
- Photograph sealed containers and any other items to be transported
- Load truck and execute Bill of Lading, obtain client signature and driver/technician counter signature
- Seal shipment on truck, lock cargo area and depart; record time
- Transport storage media to nearest Iron Mountain facility



- Upon receipt of shipment, recycle shredded materials
- Upload reports / deliverables in Iron Mountain's SecureSync web portal

### Environmentally Friendly Recycling

Once agency media has been securely destroyed, Iron Mountain will ensure that it is recycled in compliance with local, state, federal and international regulations using an environmentally friendly waste-to-energy process. With Iron Mountain, agency will gain the advantage of partnering with a certified e-Stewards® Electronic Recycler, which gives the agency an auditable process to ensure that no electronic waste is exported, landfilled or incinerated.

### Certificates of Destruction

Iron Mountain Customers can access their Certificate of Destruction within 30 days of media being scanned out of the vault via SecureSync for Iron Mountain off-site Bulk/Itemized Destructions only. Certificates of Destruction for Bulk eWaste, IT Asset Audit & Recycling and IT Asset Remarketing can take up to 60 days and will be supplied via email to the customer once processing is completed. On-site Destruction/Degaussing Certificates will be available within 30 days of service and supplied via email to the customer.

### Secure Asset Information Technology Disposition (SITAD)

Iron Mountain has been performing Secure IT Asset Disposition (SITAD) services for over 20 years. Iron Mountain provides highly secure, environmentally compliant professional services to global enterprises that require a certified partner to help them manage their business critical information, including the secure, compliant disposition of their electronic assets. The hidden costs, liabilities and potential damage to your brand's reputation are why selecting the right partner is a critical decision. Iron Mountain's service offering and expertise provide a unique set of qualities that gives clients the value-added advantage they seek from a service partner. Key components include:

**Global Footprint** – 33 ITAD facilities worldwide throughout 25 countries on five continents.

**Chain-of-Custody** – Services are built on a secure framework tied specifically to managing the chain-of-custody throughout the entire process. Our extensive fleet of trucks are locked, alarmed, and GPS-tracked.

**Technology** – Robust, proprietary web-based program designed to manage every step of the ITAD process at the unit level, with secure web portal access for real-time visibility.

**Data Security** – Onsite and offsite services (erasure, degaussing and shredding) to mitigate risk.

**Asset Recovery** – Efficient processes to promote reuse and recapture the maximum value through resale.

**Environmental Compliance** – As an e-Stewards® Enterprise, all of our IT Asset Disposition services meet the most stringent environmental standards.

**Reporting** – Serialized Audit Reports for every pickup, Certificates of Data Erasure and Recycling, Environmental Reporting and Quarterly/Annual Business Reviews.

Iron Mountain offers SITAD services in combination with a series of services to support customers throughout the entire asset lifecycle. This solution affords businesses the opportunity to work with a single service provider to manage additional IT asset needs that would typically tax the in-house IT

staff or require additional resources. In addition, these services often culminate with decommissioning and/or disposal of IT assets, which makes Iron Mountain the ideal partner for a full service solution.

### **Electronic and Magnetic Media Destruction Overview**

Iron Mountain SITAD services can assist agency with secure destruction of the following magnetic media forms:

- Hard Disk Drives
- Solid State Disk (SSD) Drives
- Thumb Drives
- Cell phones
- Backup Tapes
- CD/DVDs
- Floppy disks

Iron Mountain utilizes an industrial shredder to physically shred data-bearing devices to a  $\frac{3}{4}$ " or smaller size with the remnants being recycled, smelted, and/or incinerated. The audit report verifies what media was destroyed by quantity, media type and serial number, if applicable.

Our Data Erasure & Destruction processes satisfy the regulatory standards set forth by HIPAA, GLB, PCI, and the California Security Breach Information Act in accordance with U.S. DoD 5220.22-M and NIST SP 800-88 R1 guidelines using one or more of the following methods:

- Level A Data Erasure - A non-destructive overwrite process that clears or purges all data from electronic data storage devices.
- Level B Degaussing -A non-destructive process that uses a powerful magnetic force to purge all data from magnetic media.
- Level C Device Destruction -An industrial shredder is used to physically shred data bearing devices to a  $\frac{3}{4}$ " or smaller size with the remnants being recycled, smelted, and/or incinerated.

### **SITAD Destruction Workflow**

Please provide a detailed process for pickup of full security containers, secure transport to the destruction facility, and providing empty containers for continued use.

Government and Education Agencies will collect media assets in secure consoles purchased from Iron Mountain and the consoles remain at the pickup location.

The destruction/disposition process is as follows:

- Iron Mountain arrives at your site at the designated time
- Agency personnel will provide access to the secure consoles
- We will transfer the contents into a box/pallet for secure transport
- Iron Mountain will request the agency contact to sign the Bill of Lading (BoL) regarding the materials being picked up via the hand held scanner

- We will transport the material back to the local Iron Mountain facility
- Iron Mountain will securely transport and track the media to a destruction facility
- We will remove and shred data bearing devices
- Iron Mountain will dismantle and recycle the media as a source of energy or convert it into a commodity using an environmentally responsible process that meets industry standards and guarantees zero landfilling
- Government and Education Agencies can access the applicable Certificates of Destruction through SecureSync 30 days after the material was picked up by Iron Mountain.

### 3.2.2.2 QUALITY CONTROL AND PROJECT APPROACH

***(a) Describe Provider's process for receiving, inventory and data entry validation of documents, media, files and information.***

Iron Mountain's internal management process serves to synchronize the quality management functions, including: Performance Monitoring and Control, Problem Identification, Resolution, Risk Management, and Quality Assurance (QA). We developed an Operational Excellence program to monitor contract performance, trends, and issues with internal leadership teams 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, batch accuracy, validity of exceptions volumes, on-time batch delivery, quality of customer care calls, and timeliness of incident reporting.

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 metric that moves outside of established boundaries.
- The OEP provides support for operations to achieve the targets.
- Each week, we share scores with team members, indicating how well they performed.
- Leads regularly share top-3 error trends to facilitate continuous improvement.

(For more details regarding our document conversion quality control process, please refer to page 40.)

***(b) Provider must include their company’s standard master service agreement.***

Please find included in our response copies of Iron Mountain’s Service Specific Terms & Conditions for the services we are offering the various government and education agencies under the Port of Portland/OMNIA Partners agreement.

***(c) Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.***

Please find included in our response, Iron Mountain’s completed Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

***(d) The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror’s response should include any proposed exceptions to the OMNIA Partners Administration Agreement.***

Iron Mountain acknowledges that we have reviewed the required Attachment A, Exhibit B, OMNIA Partners Administration Agreement.

Iron Mountain’s proposed exceptions to Solicitation Number 2020-9068 are listed in the table below.

### Exceptions

Iron Mountain has included its list of exceptions to Solicitation Number 2020-9068, Document and Information Lifecycle Management, in the table below.

Section Reference	Original Language	Exceptions/Revisions	Explanation
Section 3, “PROPOSAL CONTENT AND EVALUATION CRITERIA”, p.11/132	3.2.2.2 Quality Control and Project Approach  (b) Provider must include their company’s standard master service agreement.		As provided for in this section 3.2.2.2.b, Iron Mountain respectfully requests that our Service Specific Terms & Conditions (see attached “Service Specific Terms & Conditions”) be attached as Exhibit I to “Schedule B, Sample Contract”.

Section Reference	Original Language	Exceptions/Revisions	Explanation
<p>SCHEDULE A, “SCOPE OF SERVICES”, “Document Management Program” (c), p.18/131</p> <p>“Information Management Program” (c), p.20/131</p>	<p>Provider must own, and maintain ownership throughout the term of the Contract, and operate all document storage facilities used throughout the Document and Information Lifecycle Management processes. At no time during the Contract term may a leased facility be used for customer document storage.</p>	<p>Strike</p>	<p>Iron Mountain utilizes document storage facilities that are both leased and owned. All Iron Mountain facilities are operated and managed by the same stringent security best practices and protocols to ensure the safety, privacy, and preservation of our customers’ records and information. See item 3.2.2.1.e in this Technical Proposal for more detail.</p>
<p>SCHEDULE B, SAMPLE CONTRACT, “Task Orders”, p.23/131</p>	<p>In the instance that Task Orders will be utilized, detailed statements of discrete Services, tasks and the required time of performance for such Services will be set forth by individual Task Orders. Task Orders may only be issued when the parties have negotiated all of the material terms and conditions of the applicable Services in advance, including without limitation the content required under Section 2.2.1 (a) – (d) below. Provider will be deemed to have accepted all terms and conditions of the Task Order as binding obligations under this Contract unless Provider objects in writing received by the Port Project Manager within three (3) business days from the date of the Task Order. Provider’s</p>	<p>In the instance that Task Orders will be utilized, detailed statements of discrete Services, tasks and the required time of performance for such Services will be set forth by individual Task Orders. Task Orders may only be issued when the parties have negotiated all of the material terms and conditions of the applicable Services in advance, including without limitation the content required under Section 2.2.1 (a) – (d) below. Provider will be deemed to have accepted all terms and conditions of the Task Order as binding obligations under this Contract unless Provider objects in writing received by the Port Project Manager within <del>three (3)</del> <u>ten (10)</u> business days from the date of the Task Order. Provider’s commencement of the</p>	



Section Reference	Original Language	Exceptions/Revisions	Explanation
	<p>commencement of the Services described in the Task Order will also be deemed to constitute such acceptance unless Provider has objected in writing as provided in this section. Certain Task Order requirements follow:</p> <p><b>Form; Content</b></p> <p>Task Orders must be in writing and, except as expressly provided in Section 2.2.2 below, must be agreed upon and executed by the parties before the applicable Services commence. Each Task Order must include, without limitation:</p> <p>a) a detailed statement of the scope of work; and</p> <p>b) a performance schedule stating applicable dates and time periods;</p> <p>c) a detailed, line-item budget clearly stating labor and equipment costs (by classifications) and other charges consistent with this Contract's compensation terms; and</p> <p>d) a list of Provider's staff that will be working on the Task Order work scope.</p>	<p>Services described in the Task Order will also be deemed to constitute such acceptance unless Provider has objected in writing as provided in this section. <u>Provider reserves the right to refuse to enter into any Task Order or similar ordering document or any modification thereof.</u> Certain Task Order requirements follow:</p> <p><b>Form; Content</b></p> <p>Task Orders must be in writing and, <del>except as expressly provided in Section 2.2.2 below,</del> must be agreed upon and executed by the parties before the applicable Services commence. Each Task Order must include, without limitation:</p> <p>a) a detailed statement of the scope of work; and</p> <p>b) a performance schedule stating applicable dates and time periods;</p> <p>c) a detailed, line-item budget clearly stating labor and equipment costs (by classifications) and other charges consistent with this Contract's compensation terms; and</p>	

Section Reference	Original Language	Exceptions/Revisions	Explanation
	<p><b>Urgent and Unexpected Needs</b></p> <p>If the Port determines that the Services are needed urgently or if the need for the Services arises unexpectedly, the Port may order Provider to commence Services under an oral task request. Oral task requests may only be issued by the Port's: Project Manager; Environmental Project Manager (if applicable); Chief Operating Officer; or Executive Director. For an oral task request to become a binding obligation under this Contract, it must be promptly followed by a written Task Order which is executed by the Ports designated representative.</p>	<p>d) a list of Provider's staff that will be working on the Task Order work scope.</p> <p><b>Urgent and Unexpected Needs</b></p> <p>If the Port determines that the Services are needed urgently or if the need for the Services arises unexpectedly, the Port may order Provider to commence Services under <del>an oral</del> <u>new or amended</u> task <del>request</del><u>order</u>. <del>Oral</del> <u>New or amended</u> task <del>request</del><u>orders</u> may only be issued by the Port's: Project Manager; Environmental Project Manager (if applicable); Chief Operating Officer; or Executive Director. For <del>an oral</del> <u>new or amended</u> task <del>request</del><u>order</u> to become a binding obligation under this Contract, it must be <del>promptly followed by a written Task Order which is executed by the Ports designated representative</del> <u>in compliance with the terms of this section "Task Orders". Provider reserves the right to refuse to enter into any such urgent Task Order or similar ordering document or any modification thereof.</u></p>	
<p>SCHEDULE B, SAMPLE CONTRACT, "INSURANCE", p.25-26/131</p>	<p><b>Liability Insurance</b></p> <p>Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees,</p>	<p><b>Liability Insurance</b></p> <p>Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, <del>the Port, its commissioners</del> <u>and its,</u></p>	

Section Reference	Original Language	Exceptions/Revisions	Explanation
	<p>and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.</p> <p><b>Certificates</b></p> <p><b>Certificates Required</b></p> <p>Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability policy.</p> <p><b>Certificate Management; Notice Requirement</b></p> <p>When the period during which services will be performed exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates</p>	<p>employees, <del>and agents</del>. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Provider's operations, in an amount <del>not less than</del> <u>of</u> \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall <del>name</del> <u>include</u> the Port, its Commissioners, employees, and agents as additional insureds <u>but only to the extent of Provider's liabilities under the agreement</u>.</p> <p><b>Certificates</b></p> <p><b>Certificates Required</b></p> <p>Prior to full execution of this Contract, Provider must furnish the Port with: (i) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and (ii) a copy of the endorsement <del>or policy provision</del> providing additional insured status under the commercial general liability policy.</p> <p><b>Certificate Management; Notice Requirement</b></p> <p>When the period during which services will be performed exceeds the coverage period stated on a certificate, <del>prior to</del> <u>within 5 business days of</u> the certificate expiration date</p>	

Section Reference	Original Language	Exceptions/Revisions	Explanation
	demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).	Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider <del>or its insurer must</del> <u>shall endeavor to</u> give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy. <u>Carrier notice of cancellation shall be provided in accordance with policy provisions,</u> (except ten (10) days for non-payment of premium).	
<a href="#">SCHEDULE B, SAMPLE CONTRACT, "MISCELLANEOUS PROVISIONS", p.28/132</a>	<a href="#">NEW SECTION</a>	<a href="#">Add: In the case of any inconsistencies between the terms of this Contract, including tthis Contract's silence as to any matter, and Iron Mountain's Service Specific Terms and Conditions ("SSTC"), such SSTCs shall govern.</a>	
SCHEDULE 1, "Services", p.31/131	The Services listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of 12 months. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.  Similar items purchased but not listed below shall be supplied at a minimum % discount from the	The Services listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of 12 months. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.  Similar items purchased but not listed below shall be <del>supplied at a minimum % discount from the manufacturer's published list</del>	Iron Mountain does not have a published price list.

Section Reference	Original Language	Exceptions/Revisions	Explanation
	manufacturer's published list price.	<del>price</del> <a href="#">available for purchase according to the attached price list.</a>	
SCHEDULE 1, "Services", "Document Management Program" (j), p.32/131  "Information Management Program" (h), p.34/131	Provider must own, and maintain ownership throughout the term of the Contract, and operate all document storage facilities used throughout the Document and Information Lifecycle Management processes. At no time during the Contract term may a leased facility be used for customer document storage.	Strike	See above.
ATTACHMENT A, Exhibit A, Section 1.2 "Marketing, Sales and Administrative Support", p.43/131	Providers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Provider will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).	Providers are required to pay an administrative fee of 3% of the <del>greater of the actual payments made by Participating Public Agencies for</del> Contract Sales under the Master Agreement <del>and Guaranteed Contract Sales under this Request for Proposal</del> . Provider will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).	Iron Mountain is not able to guarantee a minimum contract sales amount, as we do not currently have any historical sales data with the Participating Public Agencies that could be used to calculate such a figure.
ATTACHMENT A, Exhibit F, "Federal Funds Certifications", p.63/131			See modified Exhibit F attached.

***(e) Include completed Attachment A, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.***

Iron Mountain has included its completed Exhibits F (Federal Funds Certifications) and G (New Jersey Business Compliance) with our electronic submission.

***(f) Describe how provider responds to emergency orders.***

Iron Mountain develops our standard service level agreements (SLAs) with the belief that customers should be able to access their records when they need them. We provide a secure chain of custody with the ability to track your documents from pickup through delivery. Iron Mountain provides Rush



Delivery, Rush Pickup, Rush Retrieval from Carton, Rush Retrieval from Open Shelf, and other various rush services to accommodate our customers' emergency orders.

- **Rush Delivery - Weekends/Holidays/After Hours.** A service where Iron Mountain delivers Deposits at a customer's facility on an accelerated basis when placement of order is received after 3:00 p.m. local time on a Business Day, or on weekends or holidays. Delivery service is scheduled for delivery not later than four (4) hours after placement of the Order. This delivery schedule is conditioned on the order's not exceeding forty (40) Items and the delivery destination not exceeding thirty (30) road miles from the Iron Mountain facility. Requests outside of this condition may be considered a Special Transportation Request.
- **Rush Delivery - Business Day.** A service where Iron Mountain delivers Deposits to a customer's facility on an accelerated basis. Items that are ordered not later than 3:00 p.m. on a Business Day are scheduled for delivery not later than three (3) hours of the placement of the Order. If an Order is placed after 3:00 p.m. local time on a Business Day, the Order will be delivered as a "Rush Delivery - Weekends/Holidays/After Hours" (4 hour delivery on the same day) or delivered the next Business Day by 11:00 a.m. as a Rush Delivery - Business Day Order type. This delivery schedule is based on the order not exceeding forty (40) Items and the delivery destination not being more than thirty (30) miles from the Iron Mountain facility where the Items are stored.
- **Rush Pickup - Business Day.** A service where Iron Mountain picks up Items at a customer's facility on an accelerated basis, scheduled to be the next Business Day when the Order is placed by 4:00 p.m. local time on a Business Day. This delivery schedule is premised on the Order not exceeding one hundred (100) cubic feet per day per physical customer facility, and the delivery destination not exceeding fifty (50) road miles from the Iron Mountain facility.
- **Rush Retrieval - File from Carton.** The processing of a Rush Retrieval order for a File from a Carton in a rush service level timeframe. Price based on Retrieval of Files from Carton that are individually listed into the Iron Mountain database. Files requested for Retrieval where the files are not listed may result in a Labor charge for Search Time.
- **Rush Retrieval - File from Open Shelf.** The processing of a Rush Retrieval order for a File from an Open Shelf in a rush service level timeframe. Price based on Retrieval of Files from Open Shelf that are individually listed into the Iron Mountain database. Files requested for Retrieval where the files are not listed may result in a Labor charge for Search Time.
- **Rush Service.** A Service level assigned to a specific order when delivery is required at a faster time than under Regular Service. Specific delivery schedule for Rush Service is set forth in the Pricing Schedule.

***(g) What is provider's average on time delivery rate? Describe Provider's history of meeting delivery timelines.***

Iron Mountain delivers 99.999% accuracy in the secure transport and delivery of customer information.

Given the importance of the assets and intellectual property handled, 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 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: 97.47%
- Box Find Rate: 99.96%
- File Find Rate: 99.78%

The requirements to provide our customers with a reliable, secure transportation solution to transfer existing storage holdings, accommodate regular pick-ups, and support retrieval requests has driven Iron Mountain to develop a fleet of vehicles outfitted with capable operational controls. Iron Mountain maintains one of the largest commercial fleets in the world, performing 15 million trips per year, capable of providing more than 3,600 transportation vehicles equipped to handle all aspects of its information management program. Iron Mountain's Transportation System provides industry leading security, chain of custody, and consistent operational controls to protect State records in transit.

### **InControl Transportation System**

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.

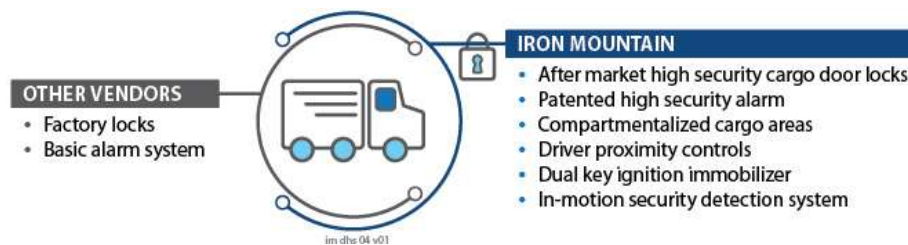
InControl will provide industry leading security, real time tracking, chain-of-custody visibility, and standardized operational controls to protect all material while in transit from the customer site to our facility. The InControl transportation process utilizes real-time wireless scanning technology 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.



**Figure 3-15. Iron Mountain Transportation Security Controls.**

Standard operating procedures are created by our delivery teams in order to support clearly defined processes that are designed to meet the need for consistent and secure information transport through error reduction and process integrity. Our drivers are trained to follow careful procedures during the loading and transport of all customer material to prevent exposure to risk at any Iron Mountain location. We have instituted a strict loading and unloading process that is supervised by an Iron Mountain employee and ensures vehicle and facility doors are only unlocked and opened during the loading and unloading process.

### Fleet Telematics

Every Iron Mountain vehicle is marked and branded, installed with GPS systems and Advanced Fleet Telematics for vehicle whereabouts and driver's safety tracking. Advanced Fleet Telematics is used to project accurate estimated time-of-arrival information. This technology delivers a variety of benefits to our customers, our drivers, and our company. Our critical event messaging system enhances driver awareness by notifying them of unsafe driving behavior. Through this system, Iron Mountain also has visibility into these behaviors which allows us coaching opportunities to reduce the risk of accidents and the potential cost associated with them. This system creates a historical record of all vehicle activity during a transport which provides an improved chain of custody for our customers. Our dispatchers and customer care representatives have visibility into the location of drivers which enables them the ability to provide our customers with an accurate estimate of time of arrival or, if necessary, the ability to send a driver any help they may need. The turn-by-turn navigation system ensures our drivers don't get lost or inadvertently travel on roads not designed for commercial use.

### Driver Safety

Employees hired by Iron Mountain to operate a motor vehicle must have the basic skills and credentials necessary to perform this function. Our Management team is responsible for ensuring that our couriers demonstrate the knowledge and skill for operating the vehicle safely in a normal business environment. For any driver in our fleet, a Safe Driving Evaluation is completed prior to putting new couriers on the road; in the event of a route or equipment change; annually to evaluate a courier's performance; and as refresher training for any courier involved in a collision. The safety of our employees, our vehicles, and our customer's material is extremely important to Iron Mountain and we have specific processes and

procedures in place to ensure safety remains a priority. All Iron Mountain drivers and carriers wear Iron Mountain branded uniforms and display company issued badges at all times.

***(h) Describe Provider's ability to meet service and warranty needs.***

Iron Mountain warrants to customers that (i) the Services will be performed in accordance with professional industry standards and substantially in conformance with the Master Agreement, and (ii) the persons it assigns to perform the Services shall have the appropriate skill, training and background to perform such Services in a competent manner. 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 customer of the Services or from customer'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, customer's exclusive remedy and Iron Mountain's sole liability shall be the re-performance of the applicable Service, at no charge to customer.

***(i) Describe Provider's customer service/problem resolution process. Include hours of operation, number of services, etc.***

**Incident Management Program**

Iron Mountain developed its Incident Management Program with a tactical and business strategy, including governance, industry standard and best practices. The program provides a framework to support successful incident response, including:

- Triage, investigate, and escalate the event to internal support resources;
- Mitigate the event and its impact;
- Coordinate notifications in compliance with legal, regulatory and contractual requirements;
- Notify appropriate insurance partners;
- Develop trending and reporting; and
- Develop processes and procedures to help prevent recurring events.

If an event threatens the security, availability and confidentiality of personal data or customer information, Iron Mountain reports the incident through established escalation protocols, which are designed to help streamline the incident reporting process and enable Iron Mountain personnel to register vital incident information quickly, thoroughly, and efficiently about events that occur. Once an incident is reported, the appropriate Iron Mountain team is alerted to begin researching the matter. We track the incident until a resolution is reached and appropriately documented. As necessary, Iron Mountain response team members coordinate customer notifications in accordance with laws, regulations and customer agreements. Additionally, Iron Mountain personnel perform analysis to identify trends and develop processes and procedures to proactively prevent reoccurring events.

Iron Mountain also utilizes automated tools to monitor the production IT environment and detect events that impact the security, availability or confidentiality of data. When such events are identified, a ticket is generated and routed to the appropriate response team for triage and resolution.

On at least a quarterly basis, Iron Mountain management meets to monitor the IT infrastructure and application hosting environment and review information related to incident volume, response time, and incident breakdowns by service.

### 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](mailto: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](mailto:order@ironmountain.com)

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

- Email: [AskCustomerService@ironmountain.com](mailto:AskCustomerService@ironmountain.com)

### Escalation Process

The purpose of this process is to provide guidance and clear framework for Issue Management and Escalations throughout the life of the contract.

Escalation Process:

**Stage One** - Sales / Customer Service:

Escalation begins at Stage One when an issue has been raised. The Customer will submit issue via email to the following dedicated Sales/Customer Support team listed below:

Paul Clapp, Sales Subject Matter Expert, 216.543.9830,

[Paul.Clapp@ironmmountain.com](mailto:Paul.Clapp@ironmmountain.com)

### Submitting Escalation

\*For security purposes, the person submitting the escalation must be set up as an authorized user on the account. The escalation submission should contain the following information:

1. Customer Account ID
2. Authorized user name, address, phone and email
3. Details regarding the issue

### Sample Escalation Submission Email

Customer ID: ABC123

Authorized User: Paul Clapp

Address: 123 ABC Drive Portland, OR 97208



Phone: (216) 543.9830

Email: [Paul.Clapp@ironmountain.com](mailto:Paul.Clapp@ironmountain.com)

Issue Details:

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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 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.

***(j) Describe Provider's invoicing process. Include payment terms and acceptable methods of payments. Providers shall describe any associated fees pertaining to credit cards/p-cards.***

For electronic payments, Iron Mountain accepts EFT, wires and credit card payments. Our invoicing system is connected with our inventory and ordering platforms. We generate invoices monthly based on activity and inventory (if applicable to solution) against customer's contracted rates. Iron Mountain delivers customer bills either through email, mail or an online tool depending upon the customer's preference.


Payments can be made on our customer facing invoice portal (for some services), through monthly auto pay and by mail. For Data Management/Tape Storage services, payments can be made at [ironmountain.com](http://ironmountain.com) rather than through a portal. For electronic payments, Iron Mountain accepts EFT and wire payments. Once we receive the customer's payment, we credit it to the customer's account. If the payment is not received by us within the designated time in the customer's contract, the customer may be charged a late fee based on the customer's contract terms. For any invoice disputes, we have a formal remedy process.

Iron Mountain invoices for its services monthly. We can provide invoices in various formats, including:

- Mailed paper invoices

- Emailed PDF invoices
- Emailed invoices in a standard Iron Mountain format, such as a “csv” text file that can be imported into applications such as Excel
- Invoices customer accessed via the Iron Mountain Connect™ web portal for some services
- Invoices provided via the customer Invoice Gateway where one can:
  - Access and print invoices and invoice reports
  - Make payments online
  - View invoices balances and more
- Invoicing using Electronic Data Exchange (EDI) using a third party provider. EDI codes and Information can be exchanged. This service has an additional cost.
- Invoicing through the Ariba system
- Other custom invoicing approaches based upon specific customer requirements

12345678901234567



1000 Campus Drive  
Collegeville, PA 19426

**1** Direct Questions To: Customer Care (800) 934-3453

**2** COMPANY NAME  
100 STREET ADDRESS  
SUITE NUMBER 150  
ANYTOWN ST 00000-0000

**3** Do You Need Help Reading Your New Invoice? Review "How to Read Your Invoice" available at <http://pic.ironmountain.com/records/>.

Invoice Gateway is here! The enrollment code on this invoice allows you to create the administration account to manage your Iron Mountain Invoices online.

- Pay your Invoice online
- View or download PDF versions of your Invoices and Invoice reports
- Self-manage user access to Invoice Gateway for your organization's resources

Account Administrator Default: The first person to log in using the enrollment code will be the Account Administrator by default. Please be sure to forward the enrollment code and website address to the appropriate person within your organization.

Invoice message Line 1  
Invoice message Line 2  
Invoice message Line 3

### Invoice

Page 1 of 2

**Account Overview**

Invoice Number: 1234567  
Invoice Date: 08/31/2012

Storage Period: **4** 09/01/2012 - 09/30/2012  
Service Period: 07/25/2012 - 08/28/2012

Customer ID: XXXXX  
Division ID/Name: MASTER/MASTER DIVISION  
Department ID/Name: MASTER/MASTER DEPARTMENT  
PO Number: 12345

**TOTAL AMOUNT DUE: \$9,571.00**  
Due By: 09/30/2012

**Outstanding Balance Summary**

**Past Due**

Prior Month Closing Balance	2,500.00
Payments Received By 08/28/2012	(1,000.00)
Adjustments Received By 08/28/2012	0.00
<b>Past Due Balance</b>	<b>\$1,500.00</b>

**New Charges** **5**

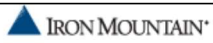
Storage	4,454.48
Service	2,850.00
Supplies	500.00
Other Charges	100.00
Tax	351.54
Late Fee On Past Due Balance	15.00
<b>Total New Charges</b>	<b>\$8,071.00</b>

**TOTAL AMOUNT DUE: \$9,571.00**  
Due By: 09/30/2012

TO VIEW AND PAY ONLINE GO TO:  
<http://ironmountainbillingservices.billtrust.com>

USE THIS ENROLLMENT CODE TO CREATE YOUR ORGANIZATION'S ADMINISTRATION ACCOUNT:  
XXX XXX XXX

SUBMIT PAYMENTS TO: IRON MOUNTAIN  
PO BOX 27128  
NEW YORK, NY 10087-7128



## How to Read Your Invoice

**1 DIRECT QUESTIONS TO.** Contact information for billing questions

**2 ADDRESS BLOCK.** Your billing address

**3 ANNOUNCEMENTS.** Advice, updates, and invoice-specific messaging

**4 ACCOUNT OVERVIEW.**  
**Invoice Number** - Unique number assigned to order fulfillment and billing for services rendered  
**Invoice Date** - Date the invoice was created  
**Storage Period** - Storage is billed in advance  
**Service Period** - Service dates included in this invoice  
**Customer ID** - Unique ID assigned to your account  
**Division ID/Department Name** - Additional levels of identifiers and segmentation for billing purposes/business functions; this varies for each customer  
**PO Number** - Purchase order number supplied to Iron Mountain  
**Total Amount Due** - Amount due for this invoice including past due balances and total new charges  
**Due By** - The date your payment is due to Iron Mountain

**5 OUTSTANDING BALANCE SUMMARY.**  
**Past Due** - Invoice activity since your last statement, including your prior balance, payment received and applied, any adjustments made this period to prior invoices, and summary total of past due balance  
**New Charges** - Summary of storage charges includes "Storage, Regular" within the Storage Period and "Storage, New" within the Service Period. Summary of service, supplies, other charges, applicable taxes within the service period. Late fee assessed per your contract terms. These categorized charges are detailed on page two of the invoice.  
**Total Amount Due** - Summary of past due balance and total new charges  
**Due By** - Date when payment is due to Iron Mountain, based on your contract terms and conditions

**6 ENROLLMENT CODE AND WEBSITE ACCESS INFORMATION.**  
 The first person to log in with the enrollment code will be the Account Administrator by default.

Figure 3-16. Iron Mountain Sample Invoice.

For more detailed information regarding Iron Mountain's invoicing options, please visit:  
<http://apps.ironmountain.com/invoice/player.html>.

### **Payment Terms and Methods**

Iron Mountain's standard Payment Terms are Net 30 with no prompt payment discount. Late charges will not be applied. ACH/EFT/On-Line Payment methods are all available.

Payment methods offered include major credit cards (Master Card, Visa, American Express, but not including Discover). Payments can also be made using a Government-issued P-Card.

### ***(k) Describe Provider's contract implementation/customer transition plan.***

As an information lifecycle solutions provider Iron Mountain stands ready to evaluate all options. Iron Mountain understands the critical nature of implementation and customer transition plans when dealing with information assets.

With Iron Mountain's comprehensive solution, government and education agencies will have the ability to locate, access, and delivery 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. Government and education agencies 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.

Government and education agencies 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, government and education agencies will be able to run a host of informative reports about retention and disposal practices, helping to evaluate performance and maintain compliance.

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 government and education agencies with industry best practices, defined processes, and tested procedures to support the overall records program as well as provide effective support to their respective records programs.

Once Iron Mountain assumes physical custody and responsibility for all customer material, all records are tagged and classified using customer defined terminology, tracked with bar-coded labels, and made available in the IMConnect web portal, helping agencies 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.

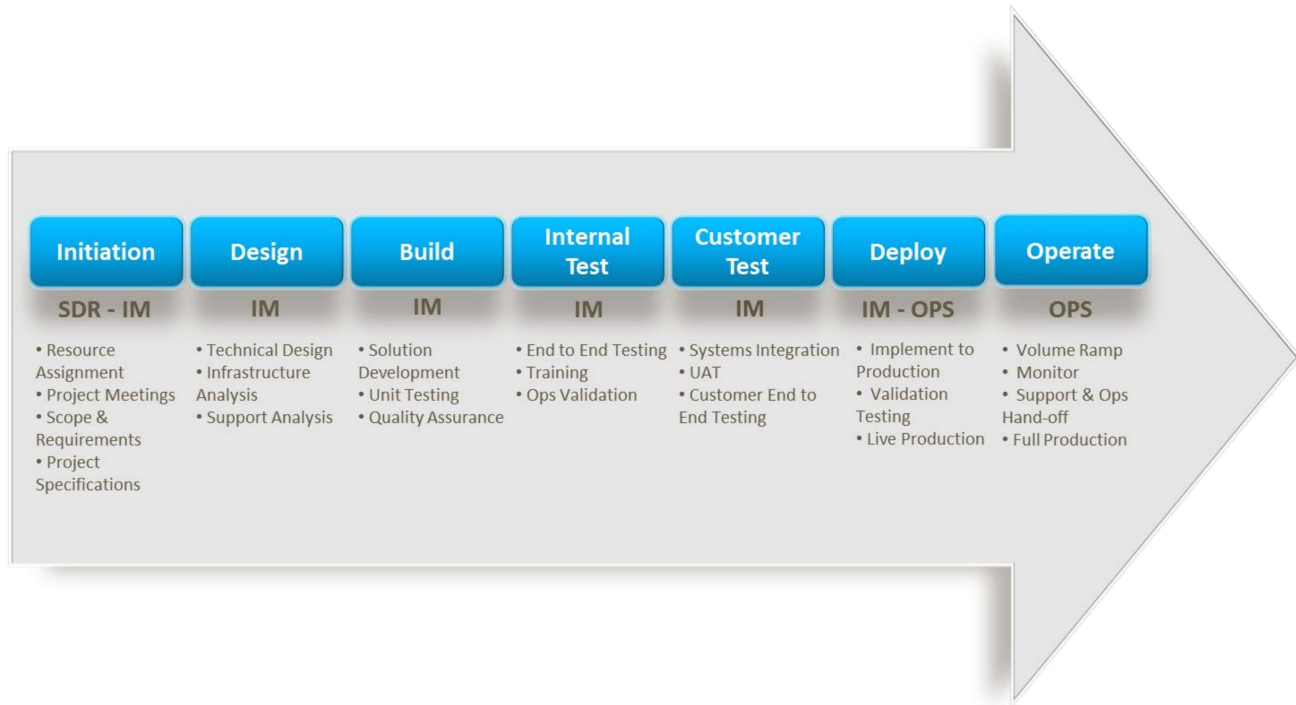
Key to the success of such an exercise is active, ongoing communication with affected stakeholders. We recognize and are empathetic to the turmoil and angst agencies and staff experience when either outsourcing for the first time or when changing vendors. We actively seek to minimize that through extensive communication plans and full transparency in our project management timelines, seeking to establish rapport and hopeful ongoing partnership to deliver success.

In summary, government and education agencies should expect a kickoff call, initial meeting, agreed-upon milestone touchpoints, regular reporting, and a close-out meeting. Tools used in this process

include: meeting agendas, a Gantt timeline with updates, an issues log or action-tracker, post-meeting notes, a document library, and a closeout/handover report.

### Technical Implementation Methodology

As to the Iron Mountain follows a System Development Life Cycle (SDLC) methodology to manage the implementation of our Document Management Solutions. Iron Mountain takes a “right the first time” approach and believes that this methodology is a value-add process that is the appropriate balance between time and a risk manageable solution. Included below is an overview of what our customers can expect during the implementation of their project by phase.



**Figure 3-17. Iron Mountain Implementation Workflow.**

### Initiation

Iron Mountain begins the project by assigning resources from our Implementation team and conducting a detailed internal review of the Proposal. This review is a critical transition from the sales team, who has built the customer relationship, to the project team who will own solution delivery. The Implementation Manager will become the customer’s primary point of contact and manage the project through all phases of implementation. During Initiation, Iron Mountain will guide the customer through detailed requirements gathering, a due diligence process, that ensures the specifications of the project are well defined, documented, and mutually agreed to. Our experience has proven that thorough planning, documentation, and communication during this phase ultimately results in a final solution that meets our customer’s needs and expectations. Other deliverables managed by our IM during Initiation include: scheduling and facilitating project conference calls and meetings, the creation of a congruous project schedule (based on complexity, effort, and time variables), a project specifications document,

and building/communicating with a matrix-managed team who will design, build, deliver, and support each customer in upcoming phases.

### **Design**

Following initiation, Iron Mountain project and technical resources will synthesize the customer's requirements into a detailed functional and system design. The design will be documented and utilized as the blueprint for executing the system build.

### **Build**

During the Build phase, Iron Mountain software engineers will develop and configure the customer's solution utilizing the Iron Mountain imaging systems. Components of the system may include Kofax, Managed File Transfer technologies, Reconciliation and Reporting. Once development work is complete, the solution will undergo unit testing, followed by submission to the IRM Quality Assurance process. Once the solution passes QA, the project will move from Build into the Internal Test phase where all components will be submitted for integrated testing in the IRM testing environment.

### **Internal Test**

During this phase, the Iron Mountain implementation team will lead the execution of an end-to-end Test Plan and user acceptance of the solution. The purpose of this phase is to ensure the complete system delivered meets the business requirements and that any system defects are captured and corrected prior to delivering to our customer. During this cycle, changes to the system will be managed through the implementation process and redeployed for testing prior to graduating to the next phase.

### **Customer Test (UAT)**

Following successful completion of internal testing, Iron Mountain will make the solution available for customer-driven system integration testing, user acceptance testing, and end user training. While the scope of this period is usually driven by our customers, the activities would typically include full end-to-end testing including: imaging, indexing, export and electronic delivery of customer documents. If Iron Mountain's web-based document repository (DRCI) is included in scope, the customer would also test the usability of their custom site and end user training would occur during this phase. The Iron Mountain implementation team will manage the testing process by closely monitoring progression of the customer test plan, resolving defects, and tracking changes necessary to deliver the solution to customer expectations. The end of this phase will result in a customer approved solution ready for production.

### **Deploy**

After passing customer testing, the solution will be deployed to the Iron Mountain production environment and prepared for operation. A series of validation tests will be performed to ensure the system is performing as designed in the production environment prior to commencing full operations. During this phase, the Implementation team will finalize full knowledge transfer with the IT Support team and Operations staff and the system will enter into a warranty period.

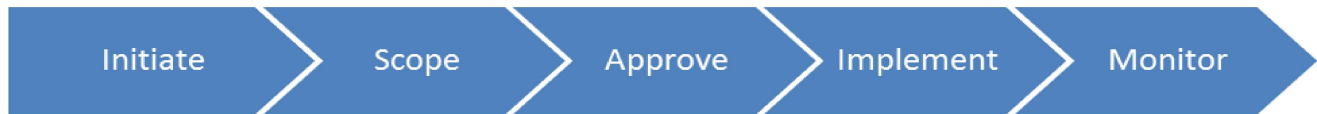
### **Operate**

Once deployed, the system is ready to support daily operations. During this phase, the Implementation team will complete a seamless transition to our operations and support teams. Final project documentation will be closed out with our customer and the day-to-day communication, primary point of customer contact, will transition to the Operations team.



## Change Management

Iron Mountain recognizes that each engagement with our customers will require some level of change during the implementation and ongoing relationship. As a result, Iron Mountain offers a change management process that adheres to industry standards and best practices that is closely followed with each of our customers.



### Initiate

The change process is initiated through a Change Request. Iron Mountain will partner with our customer to capture and document the business requirements for the request change to our operations or systems processes. The requirements for the change will be formalized in an Iron Mountain standard Change Control form and when finalized submitted to our approving body.

### Scope

The Iron Mountain approving body will review the change and scope the business and/or system impact of the requested change. The scope and impact will be documented in the Change Control document and submitted back to the customer with any applicable Transactional or One-Time fees.

### Approve

Once the change has been scoped, Iron Mountain will return the change control document to our customer for review and approval. If agreed upon, the change will be submitted to the appropriate team for Implementation.

### Implement

Once approved, each change is assigned to Implementation and managed within our standard implementation process. This process manages risks by ensuring that each change will go through the same design, quality assurance, and deployment processes that we would require for any system. If outside of the implementation window, an implementation manager will be reassigned to the project to manage to incorporation of the change to the production system. The implementation manager will work with our customer to schedule Development, Testing, and Production Deployment activities that are aligned with customer scheduling requirements.

### Monitor

Iron Mountain and our customer will monitor and evaluate our services following the change to ensure the change is operating as designed and risk has been appropriately mitigated to both our customer's and Iron Mountain operations.

## Configuration Management

Iron Mountain follows the industry best practice Software Development Life Cycle (SDLC) process for managing configuration and promoting code in our hosted environments. System configurations and proprietary code is developed within dedicated development environments. These solutions are then promoted through QA and Pre-Production UAT environments for internal testing that includes quality control, unit and end user system acceptance testing. During this process, all code versions are managed and stored through a centralized Subversion (SVN) code repository ensuring proper version and change

control. Once all preproduction SDLC requirements have been met, solutions are independently promoted to our production environments and made available for general use.

### Implementation Strategy

Iron Mountain will work with our customer to develop a fully integrated implementation strategy across all service lines specific to each customer's solution.

#### ***(l) Describe Provider's workflow notification system for received documents, media, files and information.***

Iron Mountain's IMConnect provides 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 Government and Education Agency users will have access to Iron Mountain's convenient, centralized portal in order to submit service requests for all records stored in Iron Mountain facilities. Users can retrieve records by phone, fax or email 24/7/365.

SecureSync is Iron Mountain's process management system that will provide Government and Education Agencies with a web-based interface to remotely manage and monitor their Iron Mountain Offsite Tape Vaulting account from any PC with Internet access capability. Users can review results of completed logical vault audits; review quality exceptions; search for containers or transports; search for open media; review vault status reports, as well as entering additional information related to an individual vault status report, and create an audit trail for your internal purposes; create a report showing all media (both containers and open media) being sent to and received from Iron Mountain and being received from Iron Mountain within a given date range; save and resolve open media scan verification results, and provide an audit trail for internal use; search for and view saved verification results from Open Media (OM) Scan Verification.

In addition to SafeKeeperPLUS (SKP) and Iron Mountain Connect (IMConnect) detailed in letter d. (pages 9-12), Iron Mountain also provides workflow notification systems for Data Management/tape storage programs through SecureSync.

### SecureSync

There are two ways to monitor and track inventory of a backup tape library: manually or automatically. SecureSync is Iron Mountain's process management system that will provide a web-based interface to remotely manage and monitor their Iron Mountain Offsite Tape Vaulting account from any PC with Internet access capability. SecureSync utilizes an FTP-based connection to provide a secure, online portal that acts as a single point of access for your backup tape management needs. By utilizing SecureSync to manage authorization lists, create and modify media retentions, and store disaster recovery plans, which can save time and improve compliance while utilizing a more comprehensive media management solution.

Through the use of the SecureSync portal customers will be able to:

- Schedule pickups on a regular or occasional basis online
- View tapes distributed to, stored in, and returning from Iron Mountain
- Track media at recovery sites during a disaster recovery event
- Generate status and exception reports

- Use formalized Disaster Recovery (DR) instructions to ensure consistent best-practice and proper planning, and speeding up the process upon declaration of a DR event
- Apply corporate retention policies

SecureSync automates the reporting, tracking, and management functions related to inventory management and ultimately saves our customers time and money by expediting the process. Our SecureSync process tracks *customer-affected errors*, which are errors not detected internally prior to customer interaction, and *non-customer-affected errors*, which are errors detected and corrected by internal controls before they affect a customer. All errors are tracked on a per occurrence basis and can be monitored by our customers through the SecureSync interface.

### End-to-End

End-to-End (E2E) is Iron Mountain’s web based document tracking and reporting system that provides Government and Education Agencies, Iron Mountain management, and technicians with the status of each document, batch or carton while it is being processed.

As the document or batch moves from one location in the facility to another, the location is updated. Additionally, the status of each step and statistics are generated. This data will be used to generate required daily reports that the Government and Education Agency needs.

### Workload/Work-in-Progress:

The two (2) screenshots below are examples of current client reporting configurations specific to work-in-progress. One is a redacted screenshot from our E2E reporting system; the second is an Excel-downloaded version of the same. We can customize the data and presentation to best meet the Government and Education Agency’s needs.

Number	TID Sec	TDI TYPE	Current Status	SLA Due Date	RFID Tag	Last User ID	PID	Tracking Number	Manifest Date	Receipt Date	Urgent Flag
██████████04	██████████	CLO	Kofax Mailroom	1/11/2020 11:59:59 PM		235870	35946	██████████24D	1/8/2020 11:26:27 AM	1/8/2020 11:26:10 AM	False
██████████32	██████████	CLO	Kofax Mailroom	1/11/2020 11:59:59 PM		235870	35946	██████████24D	1/8/2020 11:26:27 AM	1/8/2020 11:26:10 AM	False
██████████34	██████████	CLO	Kofax Mailroom	1/11/2020 11:59:59 PM	IF000290907	235981	35955	██████████743	1/8/2020 11:38:53 AM	1/8/2020 11:38:25 AM	False
██████████37	██████████	CLO	Kofax Mailroom	1/11/2020 11:59:59 PM		235870	35946	██████████24D	1/8/2020 11:26:27 AM	1/8/2020 11:26:10 AM	False
██████████81	██████████	CLO	Kofax Mailroom	1/11/2020 11:59:59 PM	IF000290908	235981	35955	██████████743	1/8/2020 11:38:53 AM	1/8/2020 11:38:25 AM	False

Figure 3-18. Work-in-progress E2E report screenshot.

Date	In Progress				Ready for Disposition							
	Total PIDs	PIDs Pending Check In	Mailroom	Data Hold	Exception RDY	Ship To XXX	Return To Sender RDY	Disposition Total	Store At IRM CMP	Ship To XXX	Return To Sender CMP	Total Complete
1/6/2020	509	8	215	37	258	126	0	384	0	10	0	10
1/7/2020	213	5	510	85	8	55	0	63	0	0	0	0
1/8/2020	197	6	621	0	0	0	0	0	0	0	0	0
TOTALS	919	19	1346	122	266	181	0	447	0	10	0	10

Figure 3-19. Work-in-progress report (Excel-downloaded version).

*(m) Describer Provider's document conversion process for digitizing of documents, files and media.*

## **Document Management Solutions**

Iron Mountain has been providing document conversion services for over 20 years, and our document conversion leadership team averages over 12 years of industry experience delivering business process outsourcing services to Fortune 1000 customers and Government entities. Iron Mountain document conversion services provides our customers with the resources they need to image, index, and categorize their hardcopy documents in order to make them readily available to users across their organization. Information is the lifeblood of every business. Employees across all organizations are under enormous pressure to get accurate information as quickly as possible.

Iron Mountain provides capabilities that will provide the Government and Education Agencies with the ability to proactively route information where it is needed which can help improve business practices and give customer employees more time to focus on important initiatives. Iron Mountain will provide Government and Education Agencies with the assurances that their information is protected because we utilize patented technologies and strict protocols to safeguard sensitive information in transit, when it is in storage, and to ensure it is available following a disruption or disaster.

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 aperture cards.

## **Document Conversion Solutions**

Iron Mountain works with our customers to design digitization strategies that take unique requirements in to consideration in order to develop a cost-effective program that provides users across the organization with the right level of information access. Iron Mountain's core digitization services include day forward and backfile scanning for bulk digitization, as well as Image on Demand services that will offer a low-cost, efficient option for the digital retrieval of documents in Iron Mountain's storage facilities. Government and Education Agencies can also utilize Iron Mountain's broader document management solution suite for hosted digital repository services, intelligent scanning, indexing, and eDiscovery.

### **Backfile Conversion**

Iron Mountain has helped our customers establish efficient and effective processes for the bulk conversion of their paper records. For some companies, the storage and management of paper records can be expensive as well as difficult to search, access, and distribute. The backfile conversion process reduces or eliminates the need for onsite physical records storage which can enable a company to more efficiently utilize their backlog records. Additionally, web-based tools and electronic records provide an effective way to identify records that have met their retention requirements and are eligible for removal that does not require personnel to physically examine the contents of every carton in storage.

### **Day-Forward Conversion**

Typically, companies initially create most records on paper and want to quickly convert them to an electronic format in order to support their electronic workflow process. In some cases, the cost of converting a company's backfile data is weighed against the anticipated access volume and it is determined that a day-forward solution is in the customer's best interest. Iron Mountain routinely helps our customers to establish a day-forward conversion solution that will seamlessly integrate with their

existing business processes. With day-forward scanning, documents are labeled for scanning at the customer location and upon receipt at the Iron Mountain facility are placed in an imaging center inbound location for scanning prior to physical storage of the documents. Throughout the entire process a chain of custody is maintained with each movement of the material through imaging center to its final storage location.

### Image on Demand

For some organizations with a large backfile and active retrieval requirements, the financial commitment of a complete digital conversion may not be feasible. In these cases, Iron Mountain’s Image on Demand program allows these customers to have records scanned “on-demand” and made available digitally within hours of the request. Our customers find this image conversion option to be a cost-effective solution that provides efficient and effective access to their essential documents without the need to digitalize their entire document repository. Additionally, Image on Demand can be utilized as an alternative document delivery service for current Iron Mountain box or open-shelf storage customers and this delivery service can be used in tandem with the more traditional delivery methods in some Iron Mountain service areas.

The Image on Demand service provides a number of features and benefits to our customers:

- Scan the documents as needed without the high cost of a full digital conversion
- Meets unique records management challenges, providing fast access to the most essential business documents while adhering to budget requirements
- Fast, easy, and convenient retrieval, including rush delivery if requested
- Pay-as-you-go service model with no up-front capital expenditure
- Secure chain of custody; the original document never leaves the security of the Iron Mountain facility

### Document Conversion Process

Iron Mountain offers Government and Education Agencies comprehensive services for all facets of document conversion including: document preparation, scanning, quality assurance, indexing, document reassembly and production of compliant image output that meets the current FADGI standards and NARA classifications. Iron Mountain will work with Government and Education Agency stakeholders to select the appropriate scanning specifications to meet the requirements of the project and develop a scanning program that is cost-effective and empowers users to easily search, access, and manage converted records. **Figure 3-20** outlines the various scanning options Iron Mountain offers to meet the requirements described in the RFP and demonstrates our ability to create a tailored document conversion project, leveraging additional Iron Mountain facilities as necessary to complete multiple, concurrent document conversion projects required by Government and Education Agencies:

Scanning Option	Description
<b>“Standard” Paper Scanning</b>	<ul style="list-style-type: none"> <li>• Page sizes up to 12”x18”</li> <li>• All pages in good condition and can be fed through scanners via automatic document feed capability without manual intervention except at the to load document in scanners to initiate scanning</li> <li>• Includes automated process for deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup</li> </ul>

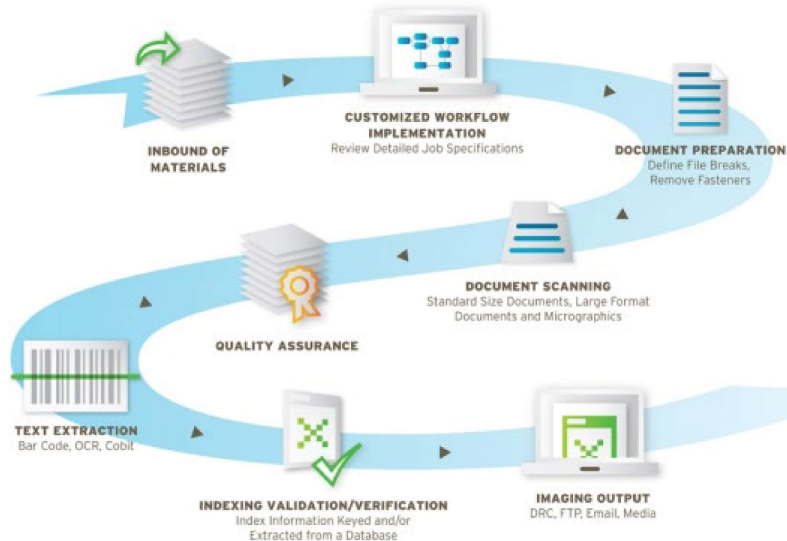


<b>“Flatbed” Paper Scanning</b>	<ul style="list-style-type: none"> <li>• Page sizes up to A1 (23”x33”)</li> <li>• Pages are in delicate or sensitive condition and must be scanned manually one page at a time using scanners with flatbed capability to protect the document from damage or deterioration</li> <li>• Includes automated process for deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup</li> </ul>
<b>“Bound Book” Paper Scanning</b>	<ul style="list-style-type: none"> <li>• Page sizes up to A3 (11.69”x16.54”)</li> <li>• Pages that must be scanning without debinding the pages</li> <li>• Includes automated process for deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup</li> </ul>
<b>“Wide Format” Paper Scanning</b>	<ul style="list-style-type: none"> <li>• Page sizes larger than 8.5”x14” up to 36”x48”</li> <li>• Scanners used will have Flatbed capability and Wide Format capability</li> <li>• Includes automated process for deskewing, automatic brightness, density and threshold settings, despeckle, auto orientation and edge cleanup</li> </ul>
<b>Microform Scanning</b>	<ul style="list-style-type: none"> <li>• Roll microfilm (16mm and 35mm)</li> <li>• Microfiche (various sizes)</li> <li>• Aperture Cards</li> <li>• Negatives (master negatives and duplicate negatives)</li> <li>• Positive service copy</li> </ul>
<b>Color Mode</b>	<ul style="list-style-type: none"> <li>• Options for bitonal (black and white only), grayscale or color scanning</li> </ul>
<b>Document Classification</b>	<ul style="list-style-type: none"> <li>• Additional separation or classification within files at the document level</li> </ul>
<b>Document Preparation</b>	<ul style="list-style-type: none"> <li>• Includes activities such as the removal of all fasteners and bindings, flattening bent corners, photocopying, document orientation, making minor repairs, repositioning of smaller documents, inserting applicable separate sheets, and tearing tri-folds when necessary</li> <li>• Preparation levels are: customer prepared, light, standard, heavy</li> </ul>
<b>Document Reassembly</b>	<ul style="list-style-type: none"> <li>• Includes activities such as the refastening of documents, and the placement of loose paperwork back into the box/container</li> </ul>
<b>Scan Resolution</b>	<ul style="list-style-type: none"> <li>• Scanning at 200,300, or 400 dots per inch (DPI)</li> </ul>
<b>Quality Assurance</b>	<ul style="list-style-type: none"> <li>• Post scanning quality review to ensure the level of quality meets image quality and indexing accuracy</li> <li>• Quality control approaches may include performing statistical sampling using the ANSI/ASQC Standard Z1.4 at a 1.0 Acceptance Quality Level (AQL) or 100% visual inspection and comparison of the images to the original document</li> <li>• As requested, may also perform post virtual rescan (VRS) modifications which include image orientation cleanup and blank page deletion</li> </ul>
<b>Image Output</b>	<ul style="list-style-type: none"> <li>• Standard image-only PDF file or TIFF image; or</li> <li>• Searchable PDF that utilizes OCR conversion to produce the recognized text equivalent of the image contents, allowing Adobe Acrobat search functionality within PDF files</li> </ul>
<b>Indexing</b>	<ul style="list-style-type: none"> <li>• As requested, creation of necessary metadata fields to support standard search functionality to access the documents or data captured</li> </ul>

**Figure 3-20. Iron Mountain Paper Scanning Options and Descriptions.**

Iron Mountain has established Standard Operating Procedures (SOPs) for its Document Conversion process, **Figure 3-21**. Our digitization processes ensure our customers receive accurately digitized documents. 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 3-21. Iron Mountain’s standard Document Conversion Process.**

**Implementation:** All digitization projects follow a comprehensive process designed to ensure quality results. In our experience, the implementation phase is a critical step for enabling a streamlined and accurate conversion. A key risk in any scanning project is initiating the conversion process prior to sufficiently validating the scanning specifications, and completing thorough quality control measures. For this reason, Iron Mountain has established an extensive implementation process whereby the scanning solution is tested internally to verify that it works as designed and produces images that meet all quality expectations. Before full production begins, the testing is extended to the customer for review and upon approval the solution is moved to full production.

Following Iron Mountain’s standard implementation workflow, upon contract award, the implementation team will work with the designated COR to review, define, and document the specific digitization requirements before beginning digitization work. Based on the agreed upon scanning specifications, Iron Mountain will design and configure the systems to include all the specifications and controls needed to effectively image and index the documents to the Government and Education Agencies’ exact specifications.

Following the design and build phases, Iron Mountain will perform extensive internal end-to-end testing, as well as user acceptance testing (UAT) to capture and correct any system deficiencies and confirm the solution meets the Government and Education Agencies’ requirements. Once all testing has been completed and all “Go-Live” criteria have been met, Iron Mountain will obtain formal approval from key stakeholders to initiate document conversion.

**Inspection and Preparation:** Iron Mountain will take care in handling the original materials and inspect each item prior to beginning the digitization. If Iron Mountain’s digitization experts discover anomalies (for example, torn paper, tape residue, or staining) the pages will be flagged for special

handling or image adjustment during the digitization process. If it is determined the page(s) cannot be handled or scanned safely, our POC will provide instructions on how to proceed. If necessary, Iron Mountain will prepare materials for scanning which will include the following activities:

- Review bound volumes prior to scanning to:
  - Determine whether there are missing/damaged pages and anomalies (e.g., foldouts, incorrect pagination) and report such information;
  - Ensure correct order;
  - Determine the presence and nature of illustrations, the page dimensions, and their physical condition; and
  - Determine if the binding is too restrictive for satisfactory image-capture, and report such information to Government and Education Agencies to determine further action.
- Un-bind bound material, including stich bindings, glue binding, and staple bindings
- Remove fasteners and repair paper tears, etc.
- Redact text.

**Post-Conversion:** Once document conversion is complete, Iron Mountain will conduct full reassembly of all converted documents back to their original, “as received” state. Additionally, Iron Mountain will continue to apply full chain-of-custody controls to ensure the converted documents are tracked and returned to the assigned storage location in Iron Mountain’s compliant facility, or other location as instructed by the Government and Education Agencies. Iron Mountain’s workflow for returning records to their storage destination is as follows:

1. Pack and stage converted records in designated imaging release area
2. Perform asset tracking release scan to verify that boxes are ready to be returned to storage
3. Resolve any discrepancies if indicated during asset tracking scan
4. Utilize Iron Mountain’s internal inventory tracking system to create a put-away label with details of assigned storage location
5. Affix newly created put-away labels on boxes and print batch sheet
6. Process internal tracking forms for release from the imaging center to records storage
7. Stage boxes in records storage area for put-away
8. Confirm number of boxes match the printed batch sheet, resolve any discrepancies identified
9. Perform box put-away, scanning the box to the assigned shelf location upon completion

### **Document Conversion Quality Control Process**

Our Quality Control plan is specifically designed to review and monitor the quality of our 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.

Iron Mountain will tailor the level of quality control to meet the Government and Education Agency's needs. If required, each scanned image will be viewed and compared to the original document by a quality assurance operator. This team member will use the comparison to ensure that each side of each page containing information has been captured (blank pages are dropped) and that the image faithfully represents the original.

The inspection process focuses on four primary areas of concern:

- Document separation
- Page capture
- Image clarity
- Indexing integrity

### **Document Preparation Quality Review**

Random samples are reviewed within each prepped box. The review verifies that Iron Mountain personnel are adhering to the Iron Mountain document preparation Standard Operating Procedures (SOP) and the customized job specifications, which were drafted from the customer-approved Statement of Work.

- Primary focus: document separation and paperwork prepared in a manner that will provide single-image clarity

### **Scanning Quality Review**

This phase reviews images during the scanning process at a level of 99.99 percent image clarity and page capture, based on project specifications.

- Primary focus: image clarity and page capture

### **Post Scanning Quality Review**

Random samples are reviewed within each scanned box or unit of material. The review verifies that Iron Mountain personnel are adhering to the Iron Mountain Imaging Operations Standard Operating Procedure and the customized job specifications.

- Review of paper versus images utilizing the ANSI statistically valid sampling plan for each box.
- Primary focus: document separation, image clarity and page capture

### **Indexing Quality Review**

The indexing quality review is customized based on the project design of the index fields and is specific to how the data fields are populated — manual keystrokes versus an automated process of utilizing customer data or barcode recognition, etc. The quality review options are as follows:

- Review of index to image utilizing the ANSI statistically valid sampling plan
- 100 percent double key verification
- Primary focus: indexing integrity, image clarity

## Image 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 and IBMLs 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.

### Hardware

Iron Mountain's Imaging Centers are equipped with state of the art, scanners equipped with both automatic document feeders (ADF) and flatbeds, capable of generating black and white (bitonal), grayscale or color images. The units feature one pass duplex capture through the ADF for pages in good condition and flatbed capture of up to 11" x 17" documents for oversized, undersized, fragile or bound pages. The scanners employ automated contrast, brightness and threshold adjustments to optimize image quality and multi-feed detection to prevent page overlaps and missed images. The standard units are also equipped with Virtual ReScan (VRS), a hardware and software option that offers the options of automated color detection and capture, automated content-based image rotation, automated image de-skewing, automated image de-speckling, automated image cropping, automated blank page removal, automated background suppression and automated hole punch fill-in, all at scanner capture speed.

As demand and capacity requirements dictate, additional scanners can be installed to accommodate a higher capacity or multiple, concurrent Task Orders. Expansion units are specific to the customer's requirements.

To address specific customer needs, Iron Mountain equips special-purpose scanners to handle a wide variety of print-based materials (e.g., books, journals, newspapers, manuscripts, loose leaf notebook, loose material, maps, and catalog cards) and microform (roll microfilm, microfiche, microfiche jackets and aperture cards) scanning. A standard Iron Mountain PC workstation connected to Iron Mountain's wide-area network is used for each scan station.



If necessary, Iron Mountain has the capability to make imaging system modifications, workflow adjustments, and software adjustments to accommodate a variety of media types and sizes to meet the needs of individual items. For the purposes of special media, Iron Mountain will select appropriate scanning equipment that will not damage the physical items while maintaining the Task Order guidelines for image capture. Each system will be calibrated per the DICE target requirements to ensure accuracy and quality of digitization and all scanning settings will be recorded prior to beginning the digitization project. All scan material and technical targets will follow the required guidelines for image capture or digitization conversion as set forth by the agency's requirements.

### Scanning Equipment

Iron Mountain will utilize the following types of scanning equipment for 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.

- Paper-Based Digitization
  - Kodak i4250 Color - B/W High-Speed ADF Desktop Scanning System, up to 12"x 18"+
  - IBML ImageTrac Color - B/W High-Speed ADF Scanning System, up to 8.5"x 11"
  - Fujitsu 6240Z Color - B/W Flatbed w/ADF Scanning Desktop System, up to 8.5"x 14"
  - Zuetchel Color - B/W O/H Digital Flatbed Scanning Platform, up to A1
  - Kirtas Kabis 700 Color - B/W O/H Digital Book/Flatbed Scanning Platform, up to A3
  - Contex Pro Scan Station Color - B/W Map/Drawing Color Scanning Platform, up to 36"x 48"

Additionally, Iron Mountain can process microform documents such as microfilm, microfiche, and aperture cards using the following types of scanning equipment.

- Microfilm Digitization
  - NextScan Eclipse 16mm/35mm Scanning System, up to 1000'
  - NextScan FlexScan 16mm Strip and Card Microfiche Scanner
  - Mekel Mach 5 Desktop 16mm/35mm Scanning System
  - Wicks & Wilson C-400 Aperture Card Scanning System

### Software

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 wherever 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.

Iron Mountain can import and process almost any type of electronic file, including image files (e.g. TIF, PDF, PCX, BMP, JPG, CAL files) and office documents (e.g. TXT, Word, Excel, Power Point,

Photoshop etc. files). Iron Mountain will create a high-quality master file in either uncompressed or lossless JPEG 2000, 24 bit RGB color, conforming to ISO/IEC 15444-1 standard for JPEG 2000 or uncompressed TIFF 6.0 with 24 bit RGB color. Additionally, derivative files will be either optimized PDFs compliant to the PDF/A2-b format specification standard with embedded Optical Character Recognition (OCR), non-optimized PDF/A 2-b format specification standard with embedded OCR, or optimized PDF with embedded OCR.

### Equipment Imaging Performance and Monitoring

Iron Mountain will capture a digital image of targets and test results for each scanner for each day of production. Iron Mountain's scanners meet the imaging performance rating as defined in the FADGI Guidelines. During the performance of each digitization project, Iron Mountain ensures scanner performance and consistency are routinely evaluated. If scanner performance drops below the required minimum level or if there is a change outside normal variability of routine production performance levels, all scanning will be stopped and the deficiency will be addressed and corrected. Performance issues may require re-calibration, preventative maintenance, and/or repair of the scanning equipment.

*(n) Describe Provider's process and frequency of retrieval or documents and media and delivery of requested documents and media.*

### Record Management

With Iron Mountain's comprehensive solution, Government and Education Agencies will have the ability to locate, access, and delivery any records when required. We will provide 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. Government and Education Agencies 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.

Government and Education Agencies 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 Government and Education Agencies 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 Agencies will be able to develop a process for suspending the destruction of any records based on their internal or external needs.

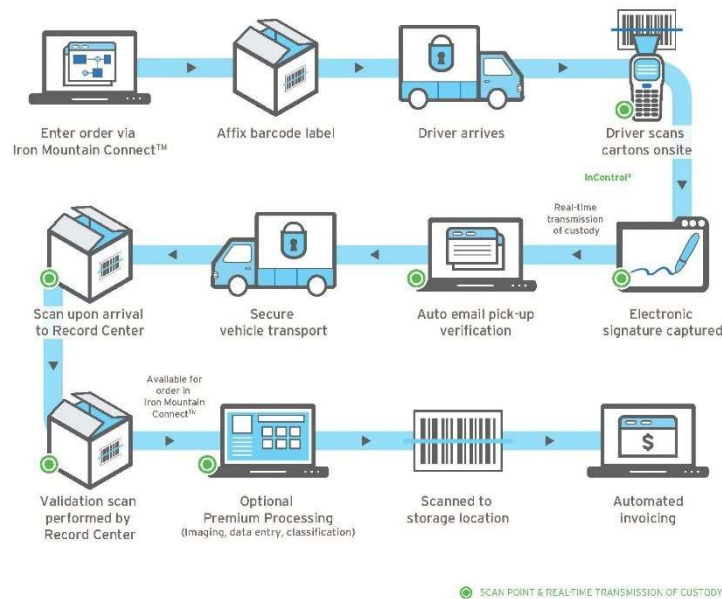
Iron Mountain's comprehensive records and information management services include standardized solutions for transportation, retrievals, refiles, interfiling, rush/critical delivery, indexing, scanning, destruction, carton purchases, and specialized labor. Iron Mountain will provide the Government and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

Once Iron Mountain assumes physical custody and responsibility for Government and Education Agency 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 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.

## Incoming Workflow

Iron Mountain’s proven workflows ensure chain of custody and proper care for informational assets. Iron Mountain’s workflows combine standard operating procedures with multiple barcode scan points to ensure records are accurately processed. Incoming workflow 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 the Government and Education Agencies 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 3-22. Incoming workflow.**

Iron Mountain will provide pick-up service, within a 50 mile radius, using the following SLAs:

- **Regular pick-up:** Pick-up will occur one (1) time per week via a predetermined schedule.
- **Rush pick-up:** Pick-up orders placed before 4:00pm on a business day will be picked up on the following business day.

## Retrieval Workflow

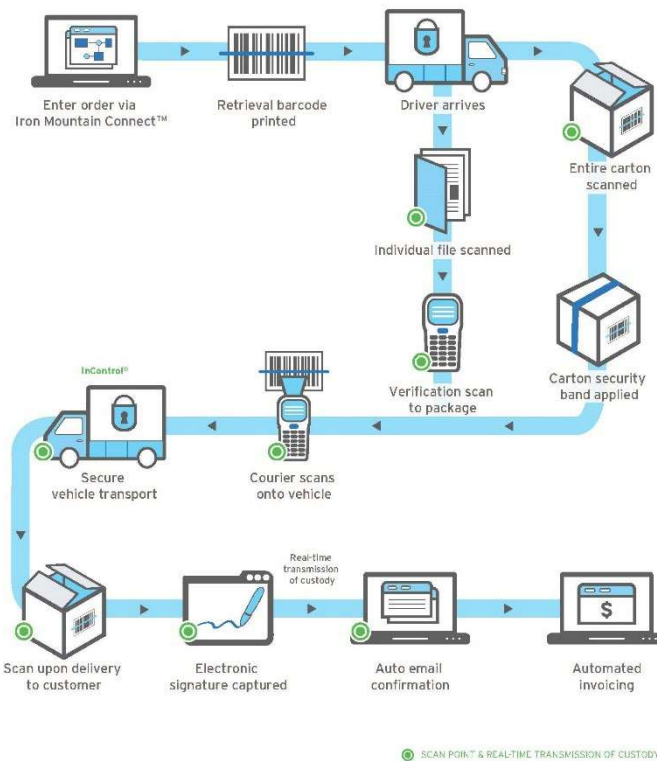
Iron Mountain’s IMConnect provides the ability to request records to be returned, as required, either by individual file, units of records, or entire containers of records. To simplify and accelerate the retrieval process, authorized users will have access to Iron Mountain’s convenient, centralized portal, IMConnect, in order to submit service requests for all records stored in Iron Mountain facilities. Government and Education Agencies 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 Government and Education Agency

location in accordance with their respective service level agreements. If there is a 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 the Government and Education Agencies will have access to for file auditing or reviews, if necessary.

*Service Highlights:*

- **Carton Banding.** To protect the contents while in transit, Iron Mountain double bands each carton scheduled for retrieval before it is placed in the Iron Mountain vehicle.
- **Retrieval Label Double Scan.** As a carton or package of files is pulled for retrieval, it is tagged with an additional retrieval label. This step prevents the wrong carton from being retrieved. The item is then brought to a staging area where all labels are scanned to verify that the correct item has been retrieved. This allows us to deliver greater order accuracy and improved performance.
- **Vehicle Validation.** We make sure every carton or package of files is loaded onto the right vehicle for optimum delivery efficiency. These are scanned as they are loaded, and the vehicle cannot leave until all requested cartons or packages have been accounted for.
- **Validation at Customer Site.** As part of the InControl process, drivers complete retrieval by scanning each carton at the customer's location. This final check-and-balance step validates that the correct carton or package was delivered to the correct customer location.

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 the Government and Education Agency location and captures an electronic signature to verify chain of custody.



**Figure 3-23. Record retrieval workflow.**

In an instance when an additional pickup is required from a facility located within 50 miles of Iron Mountain’s facility, the following SLAs will be followed:

- **Regular Retrieval (2 boxes or less / 10 files or less):** Orders placed by 3:00pm will be delivered within 48-hours of request by a third party transportation vendor.
- **Regular Retrieval (2 boxes or more / 10 files or more):** Orders placed by 3:00pm will be delivered one (1) time per week via a predetermined schedule and be serviced by Iron Mountain.
- **Rush Retrieval (Business Day):** Orders placed not later than between 2:00pm will be delivered within 3 hours of receipt of order on a business day.
- **Rush Retrieval (Weekend/Holiday/After Hours):** Orders placed on a weekend, holiday, or after business hours will be delivered within 4-hours of receipt of order.

*(o) Describe Provider’s process for offsite destruction of documents, files and media. Provider should provide their NAID-certified paper destruction processes.*

### Off-Site Shredding Workflow

Iron Mountain understands the necessity to protect against privacy information theft and breaches, which provides Government and Education Agencies 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.



Fifty-six percent of individuals surveyed believe that more than half of their organizations' sensitive or confidential information is contained within paper documents. With Iron Mountain's Secure Shredding services, Government and Education Agencies will be able to safely, and cost-effectively, destroy unnecessary paper-based documents while overcoming information privacy challenges.

Though most customers understand how important information security is to promoting the well-being of its employees and customers, all too often there is one critical point where security is an afterthought: information destruction. If the Government and Education Agencies lacks the proper information destruction controls, the Agency may run the risk of compromising the security of sensitive information, adding to the administrative burden and potentially increasing budgetary responsibility. Without proper insight into the current state of an information destruction program, it can be impossible to effectively manage a secure, information destruction program. Additionally, if the Government and Education Agency is unable to provide accurate documentation to identify when specific information was destroyed, there could be penalties associated with failed audits and compliance reviews.

Iron Mountain's Secure Shredding will provide the necessary 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 allows users 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

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.

### **Defined Workflow Process**

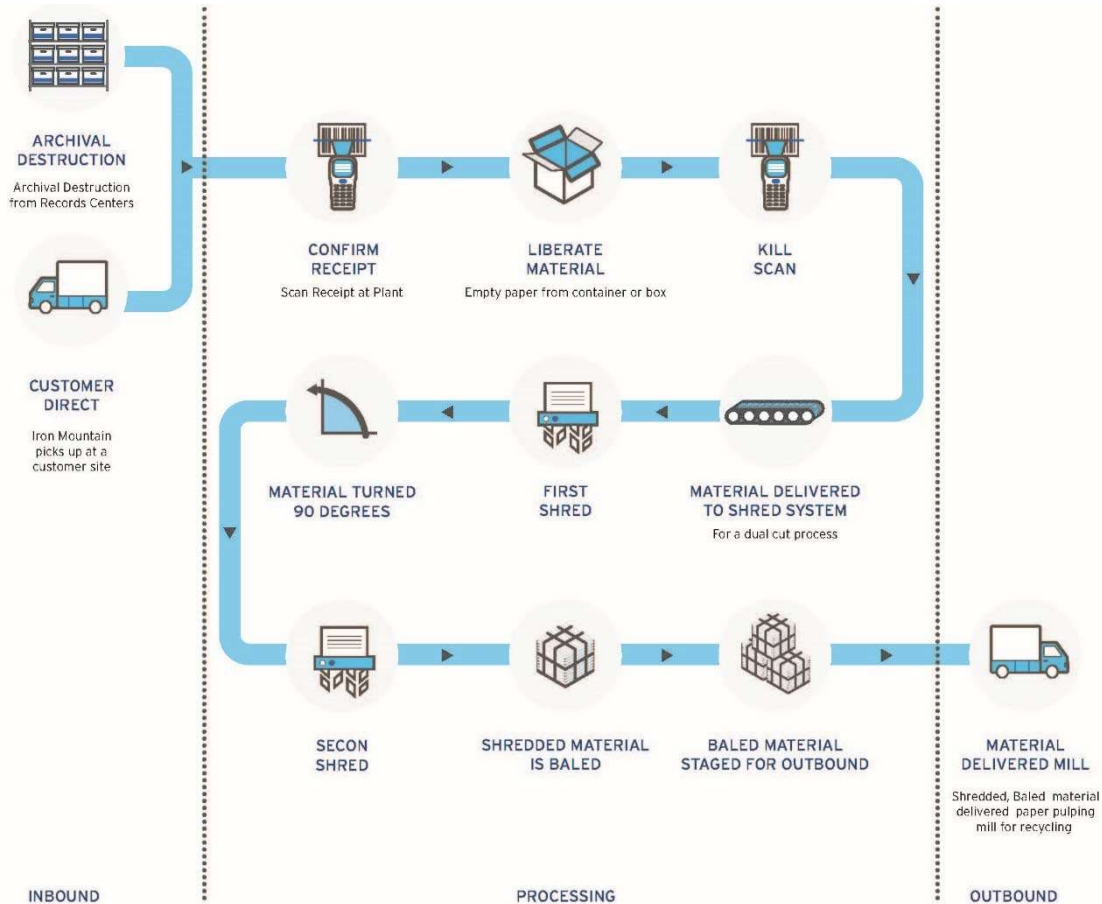
From the moment our driver arrives to pick up the materials at the identified locations to final destruction at a secure shredding plant, the Government and Education Agencies' information will be

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 customers' verifiable audit trail.



**Figure 3-24. Offsite Document Destruction 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. Recycling results are calculated based on the shredding orders serviced on customer account(s) using average container weight calculations.



**Figure 3-25. Secure Shred Paper Processing.**

Government and Education Agencies can also expect a Certificate of Destruction available through our secure web-portal, Iron Mountain Connect™, and included on monthly invoices. IMConnect is Iron Mountain’s online customer hub that helps manage information. As an Iron Mountain customer, IMConnect can be used to place orders, run activity reports, and access inventory data — anytime from anywhere.

Through our secure online hub, the Government and Education Agencies can easily link to the features you need to manage your offsite records and shred programs as well as your assets in escrow. You can also access value-added tools and resources like the Global Risk and Compliance Service to assess risks within your records program, access Records Management education, and information on the latest trends in information management and assist in setting up legally compliant automated retention schedules.

### **In Control® Shred Usage Report**

While establishing a secure shredding program is a crucial step toward achieving compliance, simply implementing the program is not enough. Regular program monitoring is critical to minimizing business risk, ensuring ongoing compliance and managing program costs.

The InControl Shred Usage Report allows users to evaluate the many variables that can impact your program—container volume, number of containers, service frequency, awareness and compliance of employees—and much more.

Iron Mountain is committed to helping Government and Education Agencies manage secure shredding program from initial program design and implementation through ongoing management and audit. Our InControl® Shred Usage Report is a valuable tool that will provide the insight and analysis needed to better manage and monitor all aspects of secure shredding program.

### Destruction Containers

Iron Mountain can provide Government and Education Agencies with a variety of secure shredding containers to meet the needs of the office environment.

#### Iron Mountain Secure Shredding Containers



Secure Shredding Bin



Security Console

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 the bin 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. Iron Mountain can provide four (4) different sizes (**Figure 3-17**) of our secure shredding bins to accommodate most document destruction needs.

Model	Height	Width	Depth	Load Rating
175 Gal	47-3/4”	49”	30-1/2”	580lbs
95 Gal	46-1/2”	25-19/20”	26-31/50”	340lbs
65 Gal	42-3/8”	25-1/8”	29-1/2”	230lbs
32 Gal	38-1/2”	18-22/25”	22-1/2”	120lbs

**Figure 3-26. Iron Mountain Secure Shred Bins.**

Iron Mountain’s security console comes with a tamper-evident locking system and includes a drawstring nylon bag for ease in securing and removing contents. Iron Mountain provides our customers two (2) different size security consoles to accommodate differing office environment needs.

Model	Height	Width	Depth	Load Rating
Standard Console	35”	19”	19”	100lbs
Mini Console	27”	19”	16”	75lbs

**Figure 3-27. Iron Mountain Security Console.**

Additionally, Iron Mountain can provide desktop shredding containers Government and Education Agency employees can utilize to easily collect business documents prior to insertion into a secure shredding container.

Iron Mountain understands the need flexible options for secure shredding container locks. To that end, Iron Mountain provides a standard lock for protection and security and a custom lock for internal access and additional control. The standard lock, coupled with a customer’s commitment to place secure shredding containers in protected areas, provides an effective level of security and efficient service. The standard lock utilizes a unique Iron Mountain key cut for all locks that require a key or an Iron Mountain specific combination for all locks requiring a combination. The standard lock exceeds industry standard for managing an effective shredding program and is a cost-effective solution included as part of the secure shredding service. The custom lock is a premium solution offered by Iron Mountain for our 65-gallon secure shred bin or security console, which requires a one-time per container implementation fee. The custom lock solution will allow Government and Education Agencies to grant access to authorized internal personnel while also enabling service by Iron Mountain. The custom lock is a dual-control lock with a unique Iron Mountain cut key for Iron Mountain personnel to access during service delivery and a unique customer-controlled combination for authorized personnel access.

### Shredding Specifications

Iron Mountain’s NAID-certified paper destruction process utilizes equipment designed to meet currently established industry standards. These standards require equipment with cutting blades calibrated to the following OEM specifications for paper destruction:

- Dual-cut shred system with the first blades set at 2-inches and the second blades set at 5/8-inch



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
- 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

### **Destruction Facilities**

Iron Mountain maintains 19 Shredding facilities throughout the United States.

<b>Iron Mountain Facility</b>	<b>Facility Location</b>
Atlanta	2605 North Berkeley Lake Rd. NW, Suite 100 Duluth, GA 30096
Baltimore	3101 Wilmarco Dr Baltimore, MD 21223
Boston	12 Commercial Way Milford, MA 01757
Charlotte	10525-D Granite Street Charlotte, NC 28273
Chicago	2255 Pratt Blvd Elk Grove, IL 60007
Dallas	12121 N. Stemmons Freeway Dallas, TX 75234
Denver	3801 E. 50th Avenue Denver, CO 80216
Des Moines	6090 NE 14th Street Des Moines, IA 50313
Detroit	35750 Industrial Avenue Livonia, MI 48150
Jersey City	100 Industrial Drive Jersey City, NJ 07305
Los Angeles	7301 Stealth Parkway Pico Rivera, CA 90660
Minneapolis	6401 West 106th Street, Suite 801 Bloomington, MN 55438

Orlando	2095 Premier Row Orlando, FL 32809
Phoenix	4433 W. Van Buren Street, Suite 1 & 2 Phoenix, AZ 85043
Pittsburgh	2817 Duss Avenue Ambridge, PA 15003
San Francisco	6730 Redeker Place Newark, CA 94560
Seattle	3225 S. 116th, Suite 133 Tukwila, WA 98168
St Louis	2497 Adie Road St. Louis, MO 63043

**Figure 3-28. Iron Mountain Destruction Facilities.**

Iron Mountain’s security practices are guided by high corporate standards and driven by business-focused teams that are dedicated to safeguarding our customers’ information and assets. Iron Mountain’s shredding plant security features include:

#### **Fire Suppression**

- Point out fire suppression system based on Iron Mountain requirements and local fire code; connected to central monitoring station with notification to local fire department in the event of an emergency
- Designed to release by zone; adheres to all NFPA (National Fire Protection Agency) specifications

#### **CCTV (Closed Circuit Television)**

- Coverage for all entry/exit ways and material touch points
- Recordings stored for a minimum of 90 days

#### **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 conducted for all employees prior to beginning work; drug testing for U.S. employees

- Privacy and Security training required for all employees prior to beginning work and annually thereafter

### 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.

### Destruction Compliance

Iron Mountain's offsite shredding capabilities perform cross cut or pierce & tear with a width (max) of 3/4 inch & length (max) of 2.5 inches.

Our Secure Shredding service is AAA Certified by the National Association for Information Destruction, Inc. (NAID). 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 (**Figure 3-29** depicts Iron Mountain shredding process).



**Figure 3-29. Collected Material is Processed in Accordance With Standard Iron Mountain Workflow and Destroyed to Unrecoverable State.**

***(p) State where and how the proposal deviates from the general requirements of the RFP.***

This proposal meets the general requirements outlined in the RFP.

***(q) Provider shall present their typical approach to providing services within these categories, including methodology and delivery. Provider will be expected to ensure design compatibility and uniformity. Include, a detailed work plan for each service offering that identifies key timeframes and milestones. The Port reserves the right to make additional investigation as it deems necessary to establish the competence and financial stability of any Provider submitting a proposal.***

### Records Management Project Workflow

Unless otherwise stated, Iron Mountain will follow standard operating procedures for all standard workflows including, but not limited to, transportation, inbound/outbound processing, inventory staging, and archival destruction. All work associated with this SOW will take place during standard Iron Mountain operating hours, 8AM – 5PM Monday through Friday (local time—excluding Iron Mountain holidays), unless otherwise specified and mutually agreed upon. These services will be executed in a mutually agreed upon service window based on the availability of Iron Mountain project teams while accommodating any service restrictions noted by Customer.

Upon arrival at the Government and Education Agency's location, Iron Mountain will provide identification and ask for the designated Manager on Duty (MOD) or other specified Port of Portland

contact. Government and Education Agencies will be required to escort Iron Mountain to the location of the records requiring service. In the event the location is not ready for service, an additional, billable service visit may be required. The Iron Mountain project team will pack the records into standard Iron Mountain RFID ready storage cartons. If the Government and Education Agency chooses to use non-RFID ready cartons, separately purchased Iron Mountain RFID labels will be applied to the face of each storage carton to ensure proper disposition and chain of custody.

Iron Mountain will prepare transmittals using descriptive data on the exterior of the carton. In the event that descriptive data is not available on the exterior of the carton Iron Mountain will open the carton to gather range information using the first and last files in the carton. In the event that required data elements are not available, the Customer MOD or other designated contact will be available to assist.

During the pickup process, the Iron Mountain courier will confirm receipt of each carton by scanning the barcode label associated to each carton. Cartons will be staged for transport and, prior to departure, the Iron Mountain courier will require MOD or designated Customer contact to confirm the carton quantity and provide signature to release the inventory. Upon arrival at the Iron Mountain record center, each carton will be processed following the established, Iron Mountain, standard operating procedure for receipt and entry. In the event that a carton arrives without RFID labels, a RFID label will be affixed, by Iron Mountain, at the customer's billable rate. Upon inbound completion, each carton will be placed into archival inventory through the putaway process.

### **Implementation and Project Management Services**

Once agreement is reached on the appropriate program or engagement solution to meet your organization's stated goals, understanding the necessary steps to execution becomes the priority. Partnering with your organization, Iron Mountain will leverage its years of hands-on experience and best practices to facilitate a pre-implementation session focused on assisting you to:

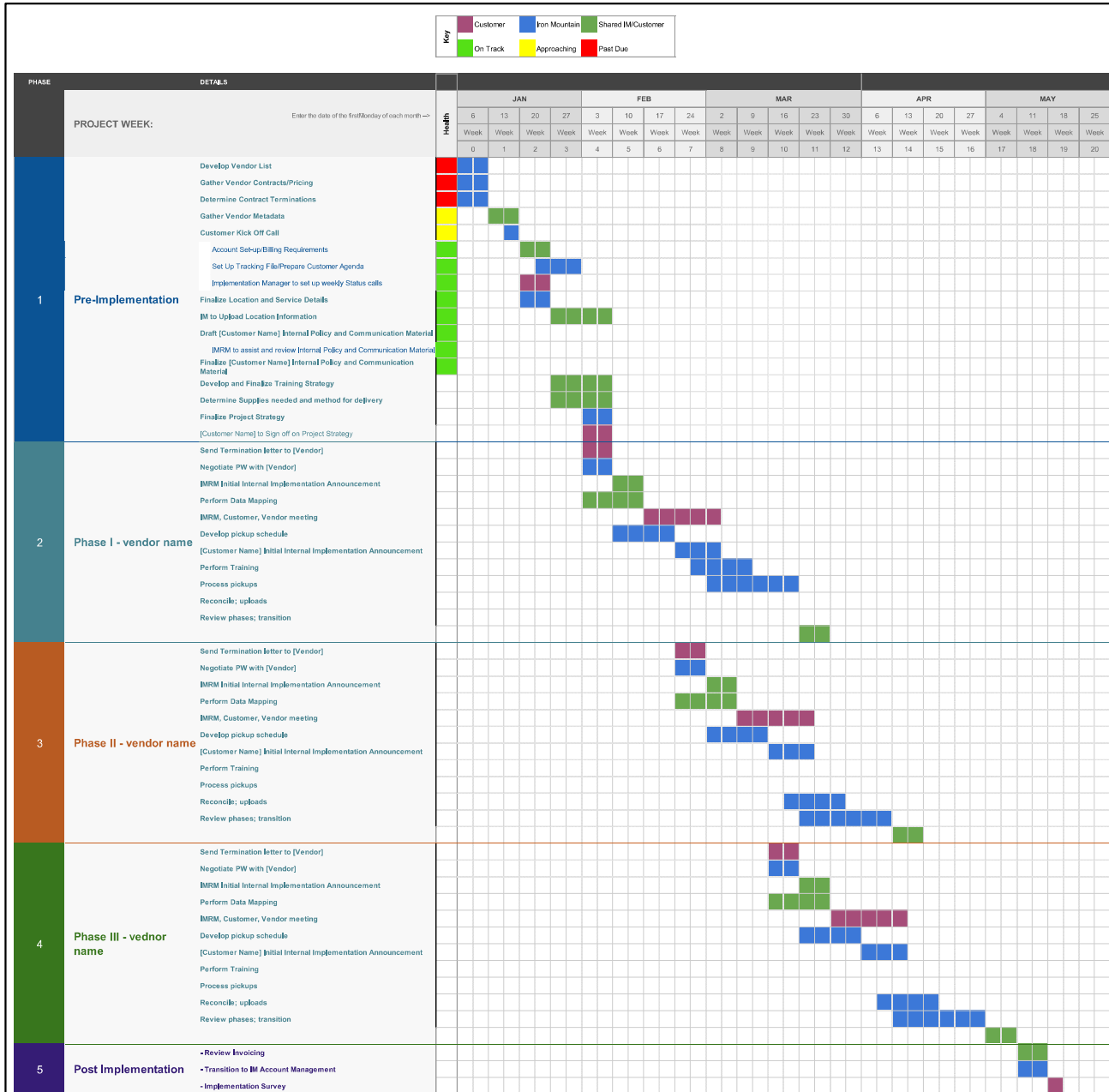
- Document overall program/engagement objectives
- Identify your national, regional, and local implementation stakeholders to align with the Iron Mountain team
- Define any technology-related requirements, including system setups, authorizations, etc.
- Identify potential program/engagement risk concerns, and methods to mitigate each
- Define and document key measurements for determining program/engagement implementation success
- Assistance in program announcement, communication, and training strategy, leveraging proven Iron Mountain templates and resources in alignment with your internal communications protocol
- Define the implementation timeline and expectations

### **Implementation Execution**

Iron Mountain's implementation professionals subsequently turn their attention from a planning to an execution emphasis, acting as both implementation lead and primary liaison between both organizations' key stakeholders, ensuring the successful and timely fulfillment of your program/engagement. This includes:

- Tracking/reporting of agreed-upon metrics and activity/volume levels
- Status reviews conducted through regularly scheduled calls throughout implementation
- Ongoing communication with Iron Mountain markets and assigned local project leads

### Port of Portland Records Management Project Strategy



**Figure 3-30. Records Management Project Schedule.**

Please see **Figure 3-30** above for a full Project Schedule illustrating the full implementation plan and timeline for transferring records from the previous storage vendor to Iron Mountain.



### Post-Implementation Reviews

Conducting post-implementation reviews is a critical step in the overall implementation process, enabling a review of the execution and communication strategy. This review addresses any exceptions and reconciliation requirements, ensures a seamless and successful transition to the ongoing relationship management team members, and highlights opportunities to implement cost-effective program changes.

### Document Management Project Workflow

Below is an indicative project plan/Gantt chart highlighting a fuller Task Order award that would involve establishment of a location, new hiring, programming and setup, and multiple rounds of User Acceptance Testing. Most TO Awards are an abbreviated version of the Gantt chart below.

The draft Gantt chart below identifies a Task Order schedule and key deliverables. Iron Mountain’s Implementation Manager—along with the Operations Manager and Customer Success Manager, depending on the deliverable(s)—will maintain ownership of this Gantt and pair it with a “stoplight” PowerPoint to be used as the focal point of regular meetings with you and, separately, with internal Iron Mountain stakeholders.

The “stoplight” .PPT file will be colored green for items proceeding at or ahead of schedule, yellow for items that have timelines considered at-risk (with mitigation plan provided), or red for anything whose deadline has passed or certain to be missed. Strong planning and execution to ensure nothing progresses to a Red stage. A sample of such a slide appears below the Gantt chart.

The rationale for this approach is to maintain a consistent approach to new project implementations. Drawing on the Project Management Institute’s Project Management Body of Knowledge (PMI PMBOK), Iron Mountain has successfully launched dozens of new clients and projects using these two tools.

Item #	SOW #	Task Name	Dependencies	Deliverable proving completion
<b>Initiation</b>				
1	-	Task Order Award	-	Task Order Award notice from Client
2	-	Internal project team kick-off meetings	Item 1	Meeting invites from Implementation
3	-	Customer-facing team kick-off	Item 2	Meeting invite from Implementation
4	-	Contact information exchange & next-steps outline	Item 3	Email of such from Implementation
5	-	Dually-signed contract documentation	Item 1	Dually-signed contract received
<b>Implementation Planning</b>				
6	-	Project Charter, if required	Items 2,3	Project Charter document
7	-	Scope Statement, if required	Items 2,3	Scope Statement document
8	-	Work Breakdown Structure	Items 2,3	WBS document
9	-	Communication Table & Plan	Items 2,3	Communication Table & Plan (Excel)
10	-	Risk Register & Issues Log	Items 2,3	Risk Register & Issues Log (Excel)
11	-	Weekly Status Call & Reporting	Items 2,3	Meeting series from Implementation

12	-	Finalize all screening instructions and requirements	Items 2-10	Dual Client & IRM signoffs
<b>Facility Buildouts</b>				
13	-	Capexes approved for facility (and IT) spend(s)	Items 1,5	Capex signoff in Oracle
14	-	Purchase orders submitted for facility need	Item 13	P.O.s released from Oracle
15	-	Construction and permitting	Item 14	Signoff from internal Real Estate PM
16	-	Certificate of Occupancy (if required)	Item 15	COA confirmation from RE PM
<b>Infrastructure</b>				
17	-	Network connectivity order (if add'l required)	Item 13	Network connectivity order confirmation
18	-	Telco & Server needs order (if add'l required)	Item 13	Telco/server order confirmation
19	-	Physical & Logical Workflow finalization	Items 2,12,13	Acceptance email from Ops Mgr
20	-	Security & camera system add-ons order	Item 13	Order confirmations
21	-	Reporting Configuration and Development	Item 13	Reporting confirmation of UAT placement
22	3.3.6	2D barcode &/or OCT development & signoff	Items 3,5,12	Email confirmation by client
23	-	Operational equipment order	Item 13	Order confirmations
<b>Staffing &amp; Training</b>				
24	3.4	Engage incumbent for possible hiring	Items 2,3,5	Call outcome with incumbent
25	3.4	Recruit key positions/internal transfers & promotions	Items 2,3,5	HR confirmations by position
26	3.4	Hiring fair & recruitment efforts for key roles (if req'd)	Items 2,3,5	HR updates on Implementation calls
27	3.4.3	Train the Trainer sessions w/Client	Items 2,3,5	Confirmation of max 3wk training
28	3.4	Post job reqs for line staff positions	Items 2,3,5	HR confirmations by position
29	3.4	Hiring fair & recruitment efforts, line staff positions	Items 2,3,5	HR updates on Implementation calls
30	3.4	Line staff onboarding	Item 28	HR updates on Implementation calls
<b>Technical Connectivity Milestone</b>				
31	-	Test fax connectivity	Items 15, 17, 18, 23	Confirmation of all-clear from IT/client
32	-	Test access to badge system & reporting	Items 15, 17, 18, 23	Ops confirmation of operability
33	-	Test access to camera system & retention	Items 15, 17, 18, 23	Ops confirmation of operability
34	-	Test access and product(s) from End2End	Items 15, 17, 18, 23	Ops & then client confirmations of operability
35	-	Test access & reporting from IMConnect	Items 15, 17, 18, 23	Ops & then client confirmations of operability
<b>Operational Readiness Milestone</b>				
36	3.3.2/3.3.10	Demonstrate operational readiness	Items 1-35	Client visit with sample batches/reporting
37	3.3.8	Demonstrate DR/BC readiness	Items 1-35	DR/BC plans to client (&, if req'd) client visit

38	3.3.2	Operational & logistical signoffs by Client	Item 36	Email signoff by client
39	3.3.7	Approve final reporting formats	Item 36	Email signoff by client
40	3.3.7.3	Approve final billing format	Item 36	Email signoff by client
<b>Full Implementation Milestone</b>				
41	-	Test batch processing	Item 38	Implementation touchpoint call discussion
42	-	Approval to go into live production	Items 38,41	Client confirmation of go-live (or ramp)
<b>Close Out</b>				
43	-	Confirm full transition with client	Item 42	Call confirmation with client
44	-	Host wrap-up meetings with client for feedback	Items 42-43	Final Implementation meeting series call
45	-	Formally archive initial documentation & closeout Gantt	Item 44	Impl handover to Ops, with client approval

\*Note: Specific dates can be filled in as part of project kickoff items 2 & 3 above.

**Figure 3-31. Proposed project plan.**

Port of Portland Status – Task Order XX

<b>Project Manager:</b>	TBD-Implementations + Brian O'Connor	<b>Sr. Business Leader:</b>	(TBD)	<b>Overall Rating:</b>
		<b>CSM:</b>	(TBD)	G

**Executive Summary (or Functional Area Summary)**

XXXXX

Similar slides will exist under this for each functional area required for project success, e.g. IT, HR, Operations, Programming, & Real Estate.

These slides will be the basis for regular client update meetings, as well as split out for various internal-stakeholder meetings within Iron Mountain. Additionally, such slide decks are regularly shared upwards within Iron Mountain for executive visibility & program sponsor support needs.

	Danger	Attention	On Track
<b>Schedule</b>	R	A	G
<b>Scope</b>	R	A	G
<b>Resources</b>	R	A	G
<b>Dependencies</b>	R	A	G
<b>Budget</b>	R	A	G


**Previous Areas of Focus (Accomplishments & Milestones)**

- XXX
- XXX
- XXX
- XXX

**Planned Activities (what's next / Milestones)**

- XXX
- XXX
- XXX
- XXX

Risks / Actions / Decisions	Status	Due Date	Owner	Summary
Action:		XX/XX	XXX	XXXXX XXXXXXX XXXX X XX
Action:		XX/XX	XXX	XX XXXXXXX XXXXX XX
At Risk: XXX		XX/XX	XXX	XXXX XXXXX XXX



**Figure 3-32. Implementation touchpoint template.**

*(r) Provide an overview of the risks your firm expects to be involved in this project, including, but not limited to, deadlines, milestones, potential delays, and overall risk. Explain your plan for managing and mitigating the risks identified.*

Iron Mountain mitigates the risk of exposure and damage to all records in our storage facilities through strict standards in the design of our facilities, employee training, and procedures governing transportation, handling, and storage of customer materials. Our experience, coupled with proven processes and procedures, will provide government and education agencies with the assurance that Iron Mountain’s complete solution provides for reduced risk to the vital records stored within our facilities.

Iron Mountain experienced personnel will continuously identify potential program risks and initiate appropriate company policies in order to mitigate risks. Our proven Risk Management process will ensure a high probability that all deliverables are provided in full compliance with contract requirements, on time and within budget. It will involve documenting any risk in the Risk Register to be discussed at a monthly Risk Review Board (RRB) meeting. The RRB meeting will be chaired by the Operations Manager (OM). The RRB will allow us to provide the productive and efficient management and execution of this program.

Iron Mountain recognizes that any large, multi-year contract has associated risks at the program level that must be mitigated to ensure the overall success of tasks throughout the period of performance. We recognize the need for our customers to collaborate effectively with our personnel on all aspects of task execution, which includes the resolution of potential issues.

To support this collaboration, Iron Mountain will execute the following Risk Management Plan during the performance of this program.



**Figure 3-33. Risk Mitigation Planning Steps.**

**Risk Identification:** Risk identification consists of determining which risks are likely to affect the project and document the characteristics of each identified risk. If a potential risk is identified through various communication vehicles, the Iron Mountain employee will inform the Iron Mountain OM who will add the risk to the Risk Register for review at the Risk Review Board meeting. Risk identification is not a one-time event and will be performed on monthly basis during the performance of this contract. Risk identification will address both internal and external risks to provide for a complete picture of the project requirements.

Iron Mountain identifies risks in a causes-and-effects methodology as well as in an effects-and-causes methodology. Through our experience performing similar, large-scale records management programs, Iron Mountain has identified potential risks in **Figure 3-34** associated with the performance of this program. Note: This list is representative, not exhaustive—intended only to indicate that early identification, communication, and mitigation/removal is a core business value at Iron Mountain.

ID	Risk Title	Risk Description	Risk Mitigation
Portland-001	Timely staff clearance processing	Delays in clearance attainment may slow start timelines	Iron Mountain security team will begin data gathering ahead of task order award in order to expedite recruitment. Iron Mountain will align with the Client to determine any expedited processes between agencies.
Portland-002	Missing or incomplete requirements	Establishing a solution with an inaccurate or incomplete understanding of requirements	Iron Mountain uses Implementation Managers for the kickoff to production go-live of all projects, involving Operations, HR, IT, and Security as-needed in the process. The IM is the Client's primary point-of-contact and owner of the success of a project – including the establishment of a complete, dually-signed-off Business Requirements Document.
Portland-003	Temporary or catastrophic closure of a facility	In event of a weather, civil, or other closure of a storage or imaging center, availability of physical materials and conversion capacity becomes impacted or halted	Iron Mountain has many storage facilities (climate-controlled and environmentally-controlled) in every state and region, as well as eight (8) large Imaging Centers with smaller digitization capacities in dozens of other locations. Each center uses similar equipment, softwares, and the same Standard Operating Procedures to ensure uniformity and availability. In the case of ongoing closure or outage at one facility, work can be lifted and shifted to another with minimal impact.

**Figure 3-34. Risk Identification and Potential Mitigation.**

**Risk Analysis:** If a risk is identified, our team will conduct an analysis to prioritize and evaluate the probability of occurrence, impact on cost, schedule, or quality of work. Our OM will evaluate all identified risks and risk interaction to assess the range of possible project outcomes. This step will determine which risk events warrant an immediate response and which potential risks require monitoring. Risk analysis can be complicated by the fact that opportunities and threats can interact in unanticipated ways which may force the consideration of new strategies to reduce each risk. Our OM will consider each risk and possible effects to provide a mitigation solution to address identified risks.

**Risk Mitigation:** In order to correctly address any potential risk, our team will determine a risk mitigation strategy with options and actions to reduce the threat and enhance opportunities for project objectives. This step allows for an efficient decision to be made in order to determine the extent of risk, assessment of options to eliminate risk, implementation of an appropriate course of action, and plan to monitor progress until a solution is achieved. Risk mitigation strategies generally fall in to one of three categories: avoidance, mitigation, and acceptance. Avoidance requires the elimination of the specified threat through elimination of the cause. Mitigation reduces the expected mission impact of a risk event by reducing the probability of occurrence, reducing the risk event value, or both. Acceptance requires accepting the risk consequences through the development of a contingency plan to execute should the risk occur or by accepting the outcome if the risk occurs.

**Risk Monitor and Control:** Our personnel will monitor risk elements for significant trends that would indicate an increase or decrease in risk significance. We will review unresolved problems monthly to conduct a thorough analysis of the impact of the identified problems. This will facilitate our ability to improve our early problem detection, improve methods of correction and risk reduction. Risk response



control involves executing the risk management plan in order to respond to risk events over the course of the project. When changes occur during the performance of this program and each individual Task Order, the basic cycle of identify, quantify, and respond will be repeated to identify new risks and update the analysis of previously identified risks. Iron Mountain's OM will provide a comprehensive risk analysis and will routinely perform monitoring and control functions to ensure overall program success.

### 3.2.2.3 PRODUCTS/PRICING

***(a) Provider shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a product lines, services, warranties, etc. that are available from Provider and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. The discount proposed shall remain the same throughout the term of the contract and all renewal options. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Provider may elect to limit their proposals to any category or categories.***

Iron Mountain is happy to provide a fixed price for all solutions based on tiered pricing where possible. Please see the attached pricelist ("Iron Mountain Full Price Model").

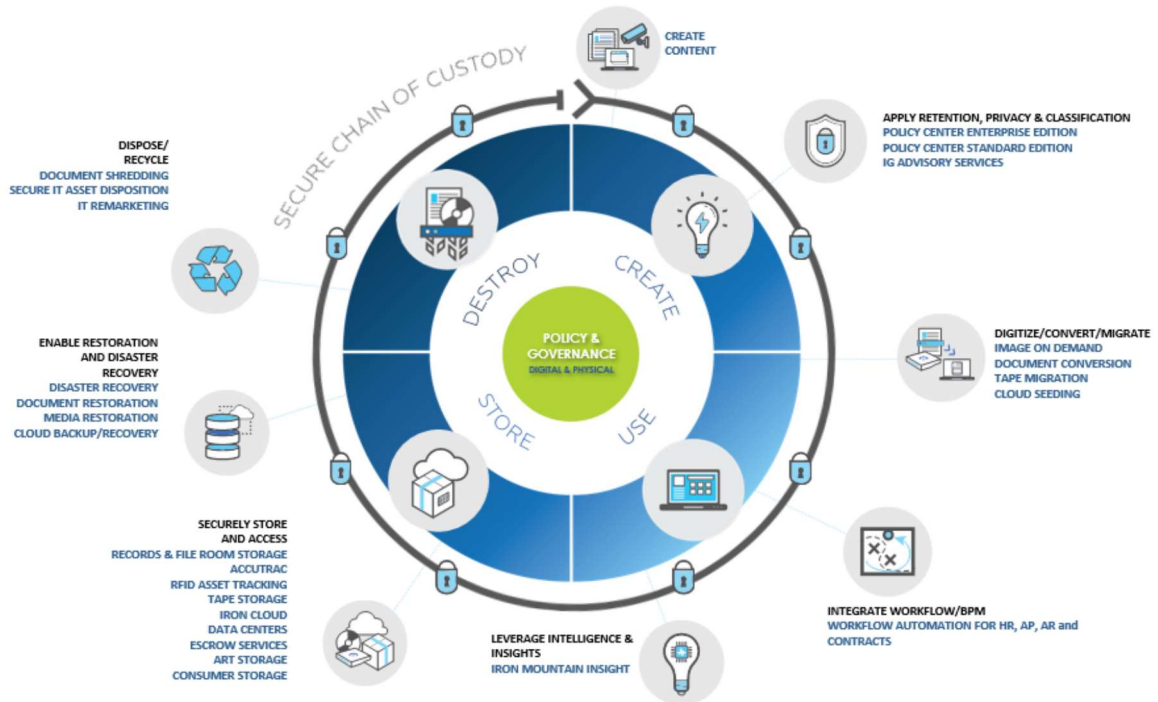
***(b) Is pricing available for all products and services?***

Iron Mountain is providing pricing for all available products and services along with call for quote for services that require a scope of work to be completed (see included in our response the Iron Mountain Full Price Model).

***(c) Describe products, service and document lifecycle management packages. Will a participating agency be able to create a document lifecycle management systems package(s) based on their needs? Detail your response.***

Iron Mountain has many different solutions that help with the Document and Information Management Lifecycle—from creation through destruction. We have provided an illustration that demonstrates how our solutions are interrelated to address our customers' needs throughout. Iron Mountain understands your challenges in a more solution-oriented way rather than putting the focus on a single product or service. We can help you with how your information is being created, electronically or analog. We have many solutions that will help government and education agencies use this information, by all functions and roles in the origination.

# A PORTFOLIO OF SERVICES ACROSS THE LIFECYCLE



**Figure 3-35. Iron Mountain Solutions Overview.**

Iron Mountain Create Solutions help apply retention privacy and classification using our Policy Center Solutions, Privacy Advisory Services, Content Classification Services, and Iron Mountain InSight.

Iron Mountain Use Solutions help digitize, Convert, and Migrate information and documents using Image on Demand, Document conversion, Data Restoration, Workflow Automation services.

Iron Mountain Storage Solutions consist of Securely Storing and accessing documents through Records Storage and Project services, File Room Solutions, Tape Storage, Co-location Data Center as well as Escrow Services and Fine Art services.

Finally we offer secure disposition of your Information and Documents by not only offering Secure document shredding but also Secure IT Asset Disposition and IT asset Remarketing.

***(d) Describe products, service and information lifecycle management packages. Will a participating agency be able to create an information lifecycle management systems package(s) based on their needs? Detail your response.***

Please see response below in letter (e).

***(e) Describe any additional discounts or rebates available. Additional discounts, volume discounts or rebates may be offered for large quantity orders, single shift to location, growth, annual spend, guaranteed quantity, etc.***

All Document Storage customers who qualify for the aggregation tier will receive a minimum 10% additional discount from the Tier 3 rates. Iron Mountain will work directly with Government and Education Agencies to create a mutually agreeable price schedule where applicable. Iron Mountain reserves the right to discount beyond the fixed price for competitive situations.

***(f) Describe how customers verify they are receiving Contract pricing.***

Iron Mountain commits to working with Government and Education Agencies to honor all contract pricing throughout the term of the contract and will work alongside each Agency to verify contract pricing upon customer request.

***(g) Describe payment methods offered.***

Payment methods offered include major credit cards (Master Card, Visa, American Express, but not including Discover). Payments can also be made using a Government-issued P-Card.

***(h) Provide available payment terms***

Payment Terms: Net 30 with no prompt payment discount. Late charges will not be applied. ACH/EFT/On-Line Payment methods are all available.

***(i) Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.***

Yes, payment will be accepted via credit card (Master Card, Visa, American Express—see response above in letter g.).

***(j) Propose the frequency of updates to the Provider's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.***

Iron Mountain will update the provider price structure when the addition of solutions occurs as well as on an annual basis to comply with requirements when pricing items that mirror our GSA Schedule.

***(k) Describe how future products introductions will be priced and align with Contract pricing proposed.***

Iron Mountain will commit to adding future product solutions into this contract and providing its lowest published pricing to government and education agencies under this agreement.

***(l) Provide any additional information relevant to this section.***

None. Iron Mountain has provided all information relevant to this section.

***(m) Provider will submit a completed Price Proposal Form (Schedule E)***

Please find included as a separate attachment, Iron Mountain's completed Schedule E - Price Proposal. In addition to the required Schedule E, Iron Mountain has also included additional tiered pricing for its complete suite of services (see included in our response a Microsoft Excel price sheet for all services Iron Mountain is offering titled "Iron Mountain Full Price Model").

### **3.2.2.4 SMALL BUSINESS ENTERPRISE PROGRAM/LOCAL PREFERENCE**

Iron Mountain understands that strengthening the veteran, women and small socially and economically disadvantaged-owned business community, as well as the small business community, contributes to the overall economic growth and expansion of our markets. Accordingly, it is Company-wide policy to offer veteran, women and small socially and economically disadvantaged-owned businesses an opportunity to compete on an equal basis with all other bidders. In addition, Iron Mountain engages in outreach efforts to ensure equitable opportunity for small business to compete for subcontracts across our entire enterprise.

The objective of our Small Business Participation Plan is to ensure equal access and outreach for Small Businesses to compete for viable subcontracting opportunities, and to enable maximum subcontracting opportunities for the Document and Information Lifecycle Management Program.

### **METHOD TO IDENTIFY SMALL BUSINESS PARTNERS**

In order to prepare a Small Business Participation Plan, Iron Mountain will engage its Government Channel Partner Team that works primarily with the small business supplier base for records management and document services. The Channel Team reaches out to the network of small business contractors with which Iron Mountain has performed services for the Federal and State government to vet those who are most capable of supporting the Government and Education Agency's Document and Information Lifecycle Management Program.

In our overall Supplier Diversity Program Iron Mountain identifies potential subcontractors using the following source lists and organizations:

To identify qualified diversity suppliers and small business entities, Iron Mountain relies on information from third party suppliers, such as CVM Solutions and Dun & Bradstreet, national and regional databases (e.g., NMSDC Central, VetBiz.com, SBA.com, Mass.gov., etc.), input from the Greater New England Minority Supplier Development Council and Center for Women & Enterprise (WBENC), attendance at vendor expos and data provided by suppliers directly to Iron Mountain via its procurement website.





**IRON MOUNTAIN PROPOSAL FOR**

## **DOCUMENT AND INFORMATION LIFECYCLE MANAGEMENT**

***SOLICITATION NUMBER: 2020-9068***

## **EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**SUBMITTED TO: PORT OF PORTLAND AND OMNIA PARTNERS**

**SUBMITTED BY: IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

One Federal Street  
Boston, MA 02110

DUNS: 621417633

CAGE CODE: 1F2Y7

Submission Date: September 3, 2020

### **CONFIDENTIALITY**

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## EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

### 3.0 Provider Response

***Provider must supply the following information in order for the Principal Procurement Agency to determine Provider’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.***

#### 3.1 Company

***A. Brief history and description of Provider to include experience providing similar products and services.***

Founded in 1951, today Iron Mountain stands as the global leader in storage and information management services, serving over 225,000 customers in more than 50 countries on six continents. Publicly traded on the NYSE under IRM, Iron Mountain is an S&P 500 company and a member of the FORTUNE 1000. Organizations in every major industry and of all sizes—including more than 95% of the FORTUNE 1000—rely on Iron Mountain as their information management partner.

Iron Mountain has helped to create and innovate the informational life cycle industry, and has more than six decades of best practices experience with a number of nationally recognized customers across various industries, including higher education, healthcare, and government.

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 that 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.

***B. Total number and location of salespersons employed by Provider.***

Iron Mountain has an established Government Solutions organization that includes strategic, contracts and marketing resources focused in the State, Local & Education (SLED) environment. Iron Mountain has 23 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.

Upon award, Iron Mountain will train appropriate sales teams around all aspects of the OMNIA award, incorporate the OMNIA agreement in marketing materials and industry trade events (where applicable) to drive associated business opportunities.

***C. Number and location of support centers (if applicable) and location of corporate office.***

Iron Mountain has record centers, warehouses, and imaging facilities that provide local support and services to most major metropolitan areas in the continental United States. Our corporate headquarters is located at One Federal Street, Boston, MA 02110.

Iron Mountain understands that OMNIA requires a knowledgeable partner with proven capabilities to support current document conversion needs as well as future transition to an electronic records management system. Iron Mountain is prepared to support OMNIA current and future digitization needs via a vast network of 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 per month. 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 OMNIA national coverage to meet current requirements and the flexibility to accommodate future needs.

**Imaging Center Locations**

Iron Mountain's U.S. Imaging Centers are located in: Atlanta, GA; Jessup, MD; Dallas, TX; Cerritos, CA; Freehold, NJ; Boyers, PA; Livermore, CA; St. Louis, MO. These facilities provide imaging services that range from image-based business process management to one-time projects. We also have more than 100 imaging-enabled record centers that support smaller daily imaging requests with clients that request a hybrid hard copy/imaging solution.

**Imaging Center Facility Specifications**

Iron Mountain's imaging facilities utilize state of the art technology and standardized processes for efficient, high quality digitization to deliver a broad range of conversion services to meet OMNIA varied scanning needs. Across these facilities, Iron Mountain's capabilities include:

- High-speed production scanners capable of handling diverse document formats, configurations and conditions, and generating various scanning outputs
- Special-purpose scanners to handle wide format requirements, drawings, books, microform, microfiche, aperture cards and other unique mediums with the same attention to security as seen in Iron Mountain's other services
- Chain-of-custody tracking and documentation maintained throughout the imaging process including initial document preparation through quality control and image delivery
- Industry-leading image capture software, Kofax Capture, implemented as the core platform for all scanning, indexing and quality control processes. This platform supports the creation of nearly 1.2 billion images per year across the eight large-scale imaging centers of excellence. Applications can be uniquely defined to fit the capture, process flow and output requirements, resulting in consistently high quality document image and index packages.



- Automation capabilities such as barcode recognition, machine printing recognition (OCR), handwriting/hand-printing recognition (ICR), mark recognition (OMR), forms recognition, and data match & merge employed where possible to reduce human workloads and costs
- Utilize Optical Character Recognition (OCR) technology for zonal index extraction, generating full-text equivalent outputs, and generating searchable PDFs

Iron Mountain provides its services across the majority of the U.S. and Canada. We are located in a total of 50 plus countries, covering six continents (North America, South America, Europe, Asia, Australia and Africa).

***D. Annual sales for the three previous fiscal years.***

Iron Mountain is a financially stable public company. Our net total lease adjusted leverage ratio (a measure of debt) was 5.7 in 2019 and 5.6 in 2018. The maximum allowable ratio under our credit agreement is 6.5.

We have a recurring, durable revenue stream. Iron Mountain generates a majority of its revenues from fixed periodic, usually monthly storage rental fees, via contracts that generally range from one to five years in length. Historically, we have seen strong customer retention (of approximately 98%) and solid physical records retention; more than 50% of physical records that entered our facilities 15 years ago, are still with us today.

We are also listed on the New York Stock Exchange under IRM, and included in the S&P 500 index. We have approximately 225,000+ customers worldwide. Our customer base represents a cross-section of size, geographical location and industry, ranging from small businesses to more than 95% of the Fortune 1000 companies. Almost every industry segment is represented in our customer base, including banks and financial services, insurance, legal, healthcare, manufacturing, and retail.

Also included in our response, please find a copy of our Consolidated Balance Sheets from the 2019 Annual Report. Iron Mountain is a large, publicly traded company with over \$4B in annual revenues. 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>

***a. Submit FEIN and Dun & Bradstreet report.***

FEIN: 23-2588479

Dun & Bradstreet: We believe the Dun & Bradstreet (D&B) credit rating does not present an accurate summary of Iron Mountain's financial position and credit worthiness. D&B compiles available business data from multiple sources, and information may not provide current, accurate details on payment history and other financial data.

Iron Mountain's financial statements present a more accurate and complete view of our financial strength. As of June 30, 2019, Iron Mountain achieved \$4.3 billion in annualized revenue and had approximately \$695 million in total liquidity, including about \$162 million in cash and cash equivalents. Our financial information is available at <http://investors.ironmountain.com>.

***E. Describe any green or environmental initiatives or policies.*****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 designed 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 (MTCO<sub>2e</sub>).

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.

***F. Describe any diversity programs or partners provider does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.***

Iron Mountain is committed to the principles of equal employment opportunity and affirmative action. Inclusion and Teamwork is a core value at Iron Mountain. We have defined inclusive behaviors for all employees around the world to demonstrate in everything we do. This value is also embedded within our Code of Ethics and is central to our unique culture.

To further our commitment to Inclusion & Diversity, we developed our strategic plan with four areas of focus: 1) build a more inclusive culture 2) increase workforce diversity at all levels 3) establish a global mindset 4) embed accountability. For each of these work streams, we have a number of activities and initiatives.

Iron Mountain is transparent about the makeup of our workforce and announced diversity goals in our 2014 Corporate Social Responsibility Report. As of January 2020, due to the strategies we



have put in place, we have increased the representation of women leaders in North America from 21% to 28% and minority leaders in the US from 9% to 15%. Our Corporate Responsibility Report provides more details about our diversity goals and workforce representation by gender, race/ethnicity, disability status and veteran status.

Other steps we have taken to advance our Inclusion & Diversity strategic plan are:

- We are a member of the Boston Women’s Workforce Council and a signer of their compact to end pay inequality. Our emphasis on gender pay parity continued in 2018, and we were within +/- 5% parity at almost all levels, outperforming our goal of +/- 10%. We share this data in our annual [Corporate Responsibility Report](#).
- Our CEO holds his Senior Executive Team accountable to pursuing inclusion goals & behaviors. They are actively involved in promoting an inclusive culture and communicating the value of diversity. Many of his team members are Executive Sponsors for one of our seven Employee Resource Groups, which drive the business through goals related to recruitment & retention, development & mentoring, customer & community engagement, and inclusive culture building. Our groups are: Black Colleagues@IM, HOLA@IM, LGBT@IM, Millennials@IM, Women@IM, Veterans@IM and Capable@IM.
- For all Manager and above roles, and specified strategic roles below this level, candidate slates are required, where at least one woman and a diverse person is included on the shortlist presented to the hiring manager.
- As part of a significant overhaul of our application process and candidate experience project, we will address how to improve further outreach efforts and the accessibility of its application process to applicants, including those with disabilities.

***G. Indicate if provider holds any of the below certifications in any classified areas and include proof of such certification in the response:***

***a. Minority Women Business Enterprise***

No.

***b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise***

No.

***c. Historically Underutilized Business (HUB)***

No.



***d. Historically Underutilized Business Zone Enterprise (HUBZone)***

No.

***e. Other recognized diversity certificate holder***

No.

As a publicly traded company, Iron Mountain is a Large Business and therefore is unable to represent itself as any Small Business categories.

Although we do not have formal diversity certifications, we have actively partnered with, and, continue to partner with several prominent, diversity focused organizations including, Catalyst, Bender Consulting (for disability inclusion), Jennifer Brown Consulting, i4cp, and Professional Diversity Network. Iron Mountain strongly supports the use of diverse suppliers with our Diverse Supplier Program that has been in place for 19 years.

Iron Mountain analyzes its spending each quarter to identify key suppliers and significant trends. Included in this analysis is our review of spending with certified diverse-owned businesses (e.g., minority-owned) and small business enterprises (SBE). In 2017, Iron Mountain spent approximately \$30 million with diverse businesses and an additional \$110 Million with non-diverse small businesses, nearly 23 percent of our total in scope supplier spend.

We recognize that minority, women, and veteran-owned businesses contribute significantly to the overall economic strength of the country, the markets we serve, and the communities where we live and work. Our Supplier Diversity program promotes the presence and growth of diverse suppliers in the market by providing qualified firms with an equitable opportunity to compete for business. We continue to seek opportunities to expand the use of diverse suppliers for sourcing goods and services that support Iron Mountain's business as a whole such as Computer Equipment and Supplies, Temporary Personnel, Storage Equipment, Printing and Mailing Services, and similar categories. We also encourage qualified vendors to register with us. In further support, Iron Mountain is a sponsor of the Greater New England Minority Supplier Development Council and a member of the Center for Women and Enterprise, the WBENC (Women's Business Enterprise National Council) and the NGLCC (National LGBT Chamber of Commerce).

***H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.***

Iron Mountain often utilizes subcontractors and is open to partnering with subcontractors for OMNIA-based contracts. We do have a thorough vetting process for third-party providers: Iron Mountain's Third Party Risk Team currently assesses new North American vendors. The new vendor profile is reviewed by the Third Party Risk Team and is initially categorized as low, medium or high risk, based on the category of service provided, access to data (physical or



electronic), networks, and/or facilities all in regards to their interaction with Iron Mountain or Iron Mountain customers. This review includes an initial survey consisting of qualifying questions completed by the business unit sponsor responsible for the relationship. After the initial review, if the vendor is categorized as high risk, the Third Party Risk Team requests the vendor complete further assessment aligned to the services provided as well as requesting documentation (appropriate certifications and policies) to support their assessment responses.

***I. Describe how provider differentiates itself from its competitors.***

**Industry Experience**

Iron Mountain offers a full suite of services spanning the entire document lifecycle management process from retention to destruction. We are a major, multinational leader in documentation and records management, from hard copy paper records to digital transformation initiatives that help some of the world's biggest companies to save space, archive and digitize files, and manage retention schedules and increase operational efficiency and security while making valuable company data organized and accessible.

Iron Mountain's Information Governance and Digital Solutions (IGDS) division offers our customers 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.

Iron Mountain has been performing document conversion services for over 20 years; we convert over 1.2 billion pages annually, and our document conversion leadership team averages over 12 years of industry experience delivering business process outsourcing services to various public sector entities. Iron Mountain document conversion services provide our customers with the resources they need to image, index, and categorize hardcopy documents in order to make them readily available to users across their organization.

Our unmatched investment in security, facilities, workflow processes, and technology result in best-in class products and services will enable the full range of document lifecycle and enterprise information management for OMNIA Partners.

**Differentiators**

- Our goal is to create lasting customer relationships where Iron Mountain is viewed not only as a reliable and dependable vendor, but as a trusted partner. We maintain these relationships by building trust through our proof of execution and past performance history, customer relationship longevity, and ability to consistently provide all records management solutions that arise for the businesses we service, making Iron Mountain a one stop resource.
- Iron Mountain's many customizable and/or exclusive solutions save our customers both time and money, and provide the assurance that we are there to handle all aspects of the chain of custody of our customers' most valued records and information assets throughout transport, storage, management, and delivery.



- Iron Mountain knows the security of your information is the bedrock of our business. As a public company with a track record of securing decades of Government business and information, we know that precision is imperative to our operations. We take every necessary precaution to ensure security and accuracy are our foundations.
- 940 of the largest 1,000 companies in the world do business with us. The average customer stays with us for 50 years, and their assets stay with us on average for 15 years.
- We have government agency past performance examples dating back over 50 years.
- Iron Mountain has 100% refile accuracy with Government agencies.
- Iron Mountain has capital available at all times to build and operate new facilities to increase capacity as needed, and in an accelerated timeframe.
- Iron Mountain has the ability to create custom solutions, such as purpose-built facilities for any Government agency need.
- Unlike our smaller competitors, Iron Mountain customer service is available to you 24 hours a day, 7 days a week, 365 days a year.
- With the implementation of, and constant development of new, and better technology, Iron Mountain has more protective systems in place to keep your records safe and swiftly accessible through all chains of custody.

### **Financial Stability**

940 of the largest 1,000 companies in the world do business with us. The average customer stays with us for 50 years, and their assets stay with us on average for 15 years.

Iron Mountain takes great pride in its tremendous financial stability and consistently strong performance. We are built on a highly recurring revenue model that boasts 20 consecutive years of storage revenue growth.

Our stable and very predictable revenue streams and the cash flows they generate, allow us to make significant investments in new products and services and increased security to better protect and store our customers' information

### ***J. Describe any present or past litigation, bankruptcy or reorganization involving provider.***

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.





***K. Felony Conviction Notice: Indicate if the provider***

***a. is a publicly held corporation and this reporting requirement is not applicable;***

Iron Mountain is a publicly held corporation listed on the NYSE as IRM.

***b. is not owned or operated by anyone who has been convicted of a felony; or***

***c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.***

***L. Describe any debarment or suspension actions taken against provider.***

Iron Mountain has not had any suspensions or debarments from performing business related to audits or other government activities.

Iron Mountain is a \$4 Billion 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 three years and the reasons for said terminations.

### **3.2 Distribution, Logistics**

***A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by provider.***

Iron Mountain will offer their complete line of services making up the Information Management Lifecycle. These solutions include but are not limited to: Secure Records Management Storage, Secure Shredding, Document Scanning/Conversion, Data Management services, Information Governance Advisory Services, including labor, Iron Mountain InSight, Data Center Co-Location Services, Workflow Automation, and more.

***B. Describe how provider proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.***

Because Iron Mountain has record centers, warehouses, and imaging facilities that provide local support and services to most major metropolitan areas in the continental United States, we can support all offerings across the entire U.S., and will utilize third party shipping companies to cover any territories not within our standard routes. Iron Mountain will provide its lifecycle management services directly and currently has national outside and inside sales coverage in the United States.



***C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.***

As part of our Go-To-Market strategy, we will lead with the OMNIA Partners contract where applicable with all net new relationships and renewals at which time we will offer all OMNIA Partners Master Agreement pricing. Iron Mountain sells direct to customers and will provide all applicable pricing and Master Agreement documentation upon request.

***D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.***

Iron Mountain is a services solution provider and will not be providing products that require handling or shipping to the end user.

***E. Provide the number, size and location of Provider's distribution facilities, warehouses and retail network as applicable.***

As a services solution provider, Iron Mountain does not have products that are available from a retail network. Therefore, we do not have distribution facilities or warehouses related to the sale or distribution of products. Upon award, Iron Mountain will provide a full list of all U.S. document and information facilities, if requested.

### **3.3 Marketing and Sales**

***A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as provider's primary go to market strategy for Public Agencies to provider's teams nationwide, to include, but not limited to:***

***i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.***

Iron Mountain leadership is invested in the endorsement and sponsorship of its anticipated business relationship with OMNIA Partners.

(90 Day Go-to-Market Strategy for the OMNIA Partner Agreement):

Iron Mountain has a dedicated Public Sector marketing team that has developed an overall go to market strategy for reaching each segment within the Federal, State, Local, and Education industries on a national level. The promotion of the OMNIA partner agreement will be incorporated into the overall strategy, and, with the support of the leadership and management teams within the business unit, it is Iron Mountain's intent to promote the agreement internally and externally in the following ways:



- Participate in the creation and distribution of a co-branded press release to appropriate industry trade publications.
- Include details such as name, link, and dedicated contact information for the OMNIA partner master agreement on Iron Mountain’s Public Sector “Contract Vehicles” page.
- As budget and staff schedules allow, attend and exhibit at the OMNIA partners national and annual forums.
- Create dedicated marketing collateral (brochures, presentations, email content, use cases, etc.) as appropriate throughout the year for events, email campaigns, as well as, customer meetings and outreach.

***ii. Training and education of Provider’s national sales force with participation from the Provider’s executive leadership, along with the OMNIA Partners team within first 90 days.***

As part of our implementation plan, Iron Mountain will share and review our planning agenda with the respective OMNIA Partners team and additional stakeholders. Our Iron Mountain team will solidify the approach and methodology and provide training and assistance to ensure an effective rollout of new contract within first 90 days.

***B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Provider, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:***

***i. Creation and distribution of a co-branded press release to trade publications***

Iron Mountain will participate in the creation and distribution of a co-branded press release to appropriate industry trade publications.

***ii. Announcement, Master Agreement details and contact information published on the Provider’s website within first 90 days***

Iron Mountain is in the process of launching a dedicated State, Local, and Education (SLED) website where we will be publish an announcement and Master Agreement details within the first 90 days.

***iii. Design, publication and distribution of co-branded marketing materials within first 90 days***

Iron Mountain will design, publish, and distribute co-branded Iron Mountain/OMNIA Partners marketing materials within the first 90 days.

***iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter***



***Meetings, Regional Cooperative Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement***

As staff schedules and annual budget allow, every effort will be made to attend and participate with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.

***v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner providers. Booth space will be purchased and staffed by Provider. In addition, Provider commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.***

As staff schedules and annual budget allow, every effort will be made to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner providers. Iron Mountain looks forward to obtaining more information around logistics and details so that we can plan accordingly upon award.

***vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.***

While Iron Mountain does not currently pay for advertising, if OMNIA Partners is providing the space to present and publish said advertisements, Iron Mountain can design and provide advertisements announcing its partnership with OMNIA Partners.

***vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.).***

As appropriate, every effort will be made by the Provider/Iron Mountain to market and promote the Master Agreement throughout its term (including case studies, collateral pieces, presentations, promotions, etc.)



***viii. Dedicated OMNIA Partners internet web-based homepage on Provider's website with:***

- ***OMNIA Partners standard logo;***
- ***Copy of original Request for Proposal;***
- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Provider;***
- ***Summary of Products and pricing;***
- ***Marketing Materials***
- ***Electronic link to OMNIA Partners' website including the online registration page;***
- ***A dedicated toll-free number and email address for OMNIA Partners***

The Provider/Iron Mountain will promote the Master Agreement on the Public Sector section of its website under Purchasing Contract Vehicles. Information could include the Partner logo, website link, and dedicated toll-free number and email address for OMNIA Partners. The listing will be in line with the standard format on the Provider's site.

***C. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Provider holds and describe how the Master Agreement will be positioned among the other cooperative agreements.***

Iron Mountain will commit to reviewing all existing Public Agency customers' accounts upon expiration of their current agreement terms. Upon committing to transition account to OMNIA Partners contract, we will assign an Implementation and/or Account Manager to oversee the transition. We anticipate using this OMNIA Partners contract as our lead renewal contract vehicle as applicable allowing all State, Local Government, and Education Agencies to participate. Currently, Iron Mountain holds a National Cooperative contract with PEPPM and E&I Cooperative Services, Inc., which may be limited by participation or solutions offered. Upon award, OMNIA Partners will be well positioned within our State, Local, and Education vertical due to the reach of eligible Government Agencies to procure through this contract.

***D. Acknowledge Provider agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.***

Iron Mountain will obtain permission from OMNIA and provide a proof for approval before each use. We ask that OMNIA Partners agrees to abide by the Logo Usage Guidelines (included as an





attachment with our response) and acknowledges that the use of the OMNIA Partners logo will require permission for reproduction as well.

***E. Confirm Provider will be proactive in direct sales of Provider's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Provider's sales initiatives should communicate:***

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency***
- ii. Best government pricing***
- iii. No cost to participate***
- iv. Non-exclusive***

Iron Mountain confirms the above requirements.

***F. Confirm Provider will train its national sales force on the Master Agreement. At a minimum, sales training should include:***

- i. Key features of Master Agreement***
- ii. Working knowledge of the solicitation process***
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners***
- iv. Knowledge of benefits of the use of cooperative contracts***

Iron Mountain commits to all of the suggestions above and welcomes a strong partnership with OMNIA to hold combined trainings with sales teams to educate and promote the use of the Master Agreement.



**G. Provide the name, title, email and phone number for the person(s), who will be responsible for:**

***i. Executive Support***

<b>Executive Support</b>	<b>Dick Surdykowski</b> Senior Vice President, Sales & Customer Enablement <a href="mailto:Dick.surdykowski@ironmountain.com">Dick.surdykowski@ironmountain.com</a> (770) 776.1224
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***ii. Marketing***

<b>Marketing</b>	<b>Sherina Man</b> Director, Solutions Marketing <a href="mailto:Sherina.Man@ironmountain.com">Sherina.Man@ironmountain.com</a> (703) 889.6161
	<b>Dana Suarez</b> Marketing Manager, SLED <a href="mailto:Dana.Suarez@ironmountain.com">Dana.Suarez@ironmountain.com</a> (703) 889.6177

***iii. Sales***

<b>Sales</b>	<b>Paul Clapp</b> SLED Business Development Executive, West <a href="mailto:Paul.Clapp@ironmountain.com">Paul.Clapp@ironmountain.com</a> (216) 543.9830
	<b>Gary Mitchell</b> SLED Business Development Executive, East <a href="mailto:GaryE.Mitchell@ironmountain.com">GaryE.Mitchell@ironmountain.com</a> (803) 207.2081

***iv. Sales Support***

<b>Sales Support</b>	<b>Paul Clapp</b> SLED Business Development Executive <a href="mailto:Paul.Clapp@ironmountain.com">Paul.Clapp@ironmountain.com</a> (216) 543.9830
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***v. Financial Reporting***

<b>Financial Reporting</b>	<b>Michael Eisert</b> Director, Revenue Management <a href="mailto:Michael.Eisert@ironmountain.com">Michael.Eisert@ironmountain.com</a> (617) 535.8320
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**vi. Accounts Payable**

<b>Accounts Payable</b>	<b>Richard O' Brien</b> Manager, Public Sector Contracts and Compliance <a href="mailto:IMGs-SLEDCONTRACTS@IRONMOUNTAIN.COM">IMGs-SLEDCONTRACTS@IRONMOUNTAIN.COM</a> (703) 889.6136
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**vii. Contracts**

<b>Contracts</b>	<b>Sheila Poggi</b> Manager, Public Sector Contracts and Compliance <a href="mailto:IMGs-SLEDCONTRACTS@IRONMOUNTAIN.COM">IMGs-SLEDCONTRACTS@IRONMOUNTAIN.COM</a> (703) 889.6136
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***H. Describe in detail how Provider’s national sales force is structured, including contact information for the highest-level executive in charge of the sales team.***

Iron Mountain’s North American Sales force led by Senior Vice President Sales North America, Dick Surdykowski. Under Mr. Surdykowski’s leadership, there are two Vice Presidents (VPs) for National Accounts, who manage the East and West Regions.

Under each VP are geography-placed National Account Directors who manage the field sales team. Within these regions, there are business segments that support all National accounts, including our small to mid-market. Iron Mountain Government Solutions team supports the State, Local, and Education efforts of the teams across all states and United States territories.

***I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.***

Iron Mountain will develop a Sales Playbook for OMNIA Partners in conjunction with experiences from utilizing other national cooperatives. We will work alongside OMNIA Partners to roll out training and implementation to the sales team from a top down approach. Monthly internal trainings will highlight wins, opportunities and other advancements with this program.

***I. Explain in detail how Provider will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.***

Iron Mountain’s SLED team will provide two dedicated Sales Business Development SMEs for the East and West regions to ensure the OMNIA Partners relationship will have sufficient partnership coverage. These two SMEs will be internally supported by the Iron Mountain SLED Support Program office who will handle the onboarding of participating Public Agencies and creating accounts in a timely manner.



***J. State the amount of Provider's Public Agency sales for the previous fiscal year. Provide a list of Provider's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.***

Due to confidentiality agreements, Iron Mountain business practices do not allow us to provide this information during an RFP process or prior to contract negotiations. We would be willing to provide additional financial details upon award or during a contract negotiation period.

***K. Describe Provider's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.***

Iron Mountain has multiple ordering and billing platforms depending on the types of products or services requested. During account setup, we 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 agency account (each account will be linked to the reporting thus capturing all member activity in one report).

Agencies have the option of submitting Purchase Orders to the customer care team or using any of the relevant/appropriate Iron Mountain portals for account management. Bills can be paid online using your account ID and login (again, depending on the service); orders can also be submitted via phone, email, or to the Customer Care Team (more details below):

Iron Mountain maintains a Customer Care team to provide support in the event our customers require assistance with the tools and resources provided by Iron Mountain. Customer Care information is provided below:

*Customer Care*

*Records Management/Secure Shredding: 1-800-934-3453*

*Data Management: 1-888-365-4766*

*Toll Free: 1-800-899-4766*



***L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Provider will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).***

***\$1,000,000.00 in year one***

***\$1,000,000.00 in year two***

***\$1,000,000.00 in year three***

***To the extent Provider guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.***

Iron Mountain is not able to guarantee a minimum contract sales amount, as we do not currently have any historical sales data with the Participating Public Agencies that could be used to calculate such a figure. Iron Mountain commits to paying OMNIA Partners an administrative fee of 3% of the actual payments made by Participating Public Agencies for Contract Sales under the Master Agreement.

***M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.***

***i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).***

***ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Provider may respond with lower pricing through the Master Agreement. If Provider is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.***

***iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).***

***iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.***

***Detail Provider’s strategies under these options when responding to a solicitation.***

If Iron Mountain is responding to a solicitation that utilizes the Master Agreement and its corresponding pricing, Iron Mountain will remain in compliance at all times with the requirements of this RFP and the Master Agreement.



**IRON MOUNTAIN INCORPORATED**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

(In thousands, except per share data)

	Year Ended December 31,		
	2019	2018	2017
<b>Revenues:</b>			
Storage rental	\$ 2,681,087	\$ 2,622,455	\$ 2,377,557
Service	1,581,497	1,603,306	1,468,021
Total Revenues	4,262,584	4,225,761	3,845,578
<b>Operating Expenses:</b>			
Cost of sales (excluding depreciation and amortization)	1,833,315	1,793,954	1,664,825
Selling, general and administrative	991,664	1,006,983	937,180
Depreciation and amortization	658,201	639,514	522,376
Significant Acquisition Costs (see Note 2.x.)	13,293	50,665	84,901
Restructuring Charges (see Note 14)	48,597	—	—
Intangible impairments	—	—	3,011
(Gain) Loss on disposal/write-down of property, plant and equipment, net	(63,824)	(73,622)	(766)
Total Operating Expenses	3,481,246	3,417,494	3,211,527
Operating Income (Loss)	781,338	808,267	634,051
Interest Expense, Net (includes Interest Income of \$6,559, \$6,553 and \$7,659 in 2019, 2018 and 2017, respectively)	419,298	409,648	353,645
Other Expense (Income), Net	33,898	(11,692)	79,429
Income (Loss) from Continuing Operations Before Provision (Benefit) for Income Taxes	328,142	410,311	200,977
Provision (Benefit) for Income Taxes	59,931	42,753	22,962
Income (Loss) from Continuing Operations	268,211	367,558	178,015
Income (Loss) from Discontinued Operations, Net of Tax	104	(12,427)	(6,291)
Net Income (Loss)	268,315	355,131	171,724
Less: Net Income (Loss) Attributable to Noncontrolling Interests	938	1,198	1,611
Net Income (Loss) Attributable to Iron Mountain Incorporated	\$ 267,377	\$ 353,933	\$ 170,113
<b>Earnings (Losses) per Share—Basic:</b>			
Income (Loss) from Continuing Operations	\$ 0.93	\$ 1.28	\$ 0.66
Total (Loss) Income from Discontinued Operations, Net of Tax	\$ —	\$ (0.04)	\$ (0.02)
Net Income (Loss) Attributable to Iron Mountain Incorporated	\$ 0.93	\$ 1.24	\$ 0.64
<b>Earnings (Losses) per Share—Diluted:</b>			
Income (Loss) from Continuing Operations	\$ 0.93	\$ 1.28	\$ 0.66
Total (Loss) Income from Discontinued Operations, Net of Tax	\$ —	\$ (0.04)	\$ (0.02)
Net Income (Loss) Attributable to Iron Mountain Incorporated	\$ 0.93	\$ 1.23	\$ 0.64
Weighted Average Common Shares Outstanding—Basic	286,971	285,913	265,898
Weighted Average Common Shares Outstanding—Diluted	287,687	286,653	266,845

The accompanying notes are an integral part of these consolidated financial statements.

**IRON MOUNTAIN INCORPORATED**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share and per share data)

	December 31,	
	2019	2018
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 193,555	\$ 165,485
Accounts receivable (less allowances of \$42,856 and \$43,584 as of December 31, 2019 and 2018, respectively)	850,701	846,889
Prepaid expenses and other	192,083	195,740
Total Current Assets	1,236,339	1,208,114
Property, Plant and Equipment:		
Property, plant and equipment	8,048,906	7,600,949
Less—Accumulated depreciation	(3,425,869)	(3,111,392)
Property, Plant and Equipment, net	4,623,037	4,489,557
Other Assets, Net:		
Goodwill	4,485,209	4,441,030
Customer relationships, customer inducements and data center lease-based intangibles	1,393,183	1,506,522
Operating lease right-of-use assets (see Note 2.m.)	1,869,101	—
Other	209,947	211,995
Total Other Assets, Net	7,957,440	6,159,547
Total Assets	\$ 13,816,816	\$ 11,857,218
<b>LIABILITIES AND EQUITY</b>		
Current Liabilities:		
Current portion of long-term debt	\$ 389,013	\$ 126,406
Accounts payable	324,708	318,765
Accrued expenses and other current liabilities (includes current portion of operating lease liabilities, see Note 2.m.)	961,752	780,781
Deferred revenue	274,036	264,823
Total Current Liabilities	1,949,509	1,490,775
Long-term Debt, net of current portion	8,275,566	8,016,417
Long-term Operating Lease Liabilities, net of current portion (see Note 2.m.)	1,728,686	—
Other Long-term Liabilities	143,018	111,331
Deferred Rent (see Note 2.m.)	—	121,864
Deferred Income Taxes	188,128	183,836
Commitments and Contingencies (see Note 10)		
Redeemable Noncontrolling Interests (see Note 2.v.)	67,682	70,532
Equity:		
Iron Mountain Incorporated Stockholders' Equity:		
Preferred stock (par value \$0.01; authorized 10,000,000 shares; none issued and outstanding)	—	—
Common stock (par value \$0.01; authorized 400,000,000 shares; issued and outstanding 287,299,645 shares and 286,321,009 shares as of December 31, 2019 and 2018, respectively)	2,873	2,863
Additional paid-in capital	4,298,566	4,263,348
(Distributions in excess of earnings) Earnings in excess of distributions	(2,574,896)	(2,139,493)
Accumulated other comprehensive items, net	(262,581)	(265,664)
Total Iron Mountain Incorporated Stockholders' Equity	1,463,962	1,861,054
Noncontrolling Interests	265	1,409
Total Equity	1,464,227	1,862,463
Total Liabilities and Equity	\$ 13,816,816	\$ 11,857,218

The accompanying notes are an integral part of these consolidated financial statements.

**IRON MOUNTAIN INCORPORATED**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(In thousands)

	Year Ended December 31,		
	2019	2018	2017
Net Income (Loss)	\$ 268,315	\$ 355,131	\$ 171,724
Other Comprehensive Income (Loss):			
Foreign Currency Translation Adjustment	11,994	(164,107)	108,564
Change in Fair Value of Derivative Instruments	(8,783)	(973)	—
Total Other Comprehensive Income (Loss)	3,211	(165,080)	108,564
Comprehensive Income (Loss)	271,526	190,051	280,288
Comprehensive Income (Loss) Attributable to Noncontrolling Interests	1,066	(2,207)	1,591
Comprehensive Income (Loss) Attributable to Iron Mountain Incorporated	<u>\$ 270,460</u>	<u>\$ 192,258</u>	<u>\$ 278,697</u>

The accompanying notes are an integral part of these consolidated financial statements.

**IRON MOUNTAIN INCORPORATED**  
**CONSOLIDATED STATEMENTS OF EQUITY**

(In thousands, except share data)

Iron Mountain Incorporated Stockholders' Equity

	Common Stock				Earnings in Excess of Distributions in Excess of Earnings	Accumulated Other Comprehensive Items, Net	Noncontrolling Interests	Redeemable Noncontrolling Interests
	Total	Shares	Amounts	Additional Paid-in Capital				
<b>Balance, December 31, 2016</b>	\$ 1,936,671	263,682,670	\$ 2,636	\$ 3,489,795	\$ (1,343,311)	\$ (212,573)	\$ 124	\$ 54,697
Issuance of shares under employee stock purchase plan and option plans and stock-based compensation	43,110	1,252,823	13	43,097	—	—	—	—
Issuance of shares in connection with the Equity Offering, net of underwriting discounts and offering expenses (see Note 12)	515,952	14,500,000	145	515,807	—	—	—	—
Issuance of shares through the At The Market (ATM) Equity Program, net of underwriting discounts and offering expenses (see Note 12)	58,566	1,481,053	15	58,551	—	—	—	—
Issuance of shares in connection with the Fortrust Transaction (see Note 6)	83,014	2,193,637	22	82,992	—	—	—	—
Change in value of redeemable noncontrolling interests (see Note 2.v.)	(25,680)	—	—	(25,680)	—	—	—	25,680
Parent cash dividends declared	(606,476)	—	—	—	(606,476)	—	—	—
Foreign currency translation adjustment	108,481	—	—	—	—	108,584	(103)	83
Net income (loss)	171,945	—	—	—	170,113	—	1,832	(221)
Noncontrolling interests equity contributions	—	—	—	—	—	—	—	13,230
Noncontrolling interests dividends	(1,956)	—	—	—	—	—	(1,956)	(2,051)
Purchase of noncontrolling interests	1,507	—	—	—	—	—	1,507	—
<b>Balance, December 31, 2017</b>	2,285,134	283,110,183	2,831	4,164,562	(1,779,674)	(103,989)	1,404	91,418
Cumulative-effect adjustment for adoption of ASU 2014-09 (see Note 2.1.)	(30,233)	—	—	—	(30,233)	—	—	—
Issuance of shares under employee stock purchase plan and option plans and stock-based compensation	30,020	762,340	8	30,012	—	—	—	—
Issuance of shares in connection with the Over-Allotment Option, net of underwriting discounts and offering expenses (see Note 12)	76,192	2,175,000	22	76,170	—	—	—	—
Issuance of shares through the At The Market (ATM) Equity Program, net of underwriting discounts and offering expenses (see Note 12)	8,716	273,486	2	8,714	—	—	—	—
Changes in equity related redeemable noncontrolling interests (see Note 2.v.)	(16,110)	—	—	(16,110)	—	—	—	(16,151)
Parent cash dividends declared	(683,519)	—	—	—	(683,519)	—	—	—
Foreign currency translation adjustment	(160,548)	—	—	—	—	(160,702)	154	(3,559)
Change in fair value of derivative instruments	(973)	—	—	—	—	(973)	—	—
Net income (loss)	353,784	—	—	—	353,933	—	(149)	1,347
Noncontrolling interests dividends	—	—	—	—	—	—	—	(2,523)
<b>Balance, December 31, 2018</b>	1,862,463	286,321,009	2,863	4,263,348	(2,139,493)	(265,664)	1,409	70,532
Cumulative-effect adjustment for adoption of ASU 2016-02 (see Note 2.m.)	5,781	—	—	—	5,781	—	—	—
Issuance of shares under employee stock purchase plan and option plans and stock-based compensation	36,682	978,636	10	36,672	—	—	—	—
Changes in equity related redeemable noncontrolling interests (see Note 2.v.)	(1,454)	—	—	(1,454)	—	—	—	(3,136)
Parent cash dividends declared	(708,561)	—	—	—	(708,561)	—	—	—
Foreign currency translation adjustment	11,866	—	—	—	—	11,866	—	128
Change in fair value of derivative instruments	(8,783)	—	—	—	—	(8,783)	—	—
Net income (loss)	266,233	—	—	—	267,377	—	(1,144)	2,082
Noncontrolling interests dividends	—	—	—	—	—	—	—	(1,924)
<b>Balance, December 31, 2019</b>	\$ 1,464,227	287,299,645	\$ 2,873	\$ 4,298,566	\$ (2,574,896)	\$ (262,581)	\$ 265	\$ 67,682

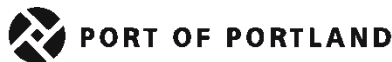
The accompanying notes are an integral part of these consolidated financial statements.

**IRON MOUNTAIN INCORPORATED**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Year Ended December 31,		
	2019	2018	2017
<b>Cash Flows from Operating Activities:</b>			
Net income (loss)	\$ 268,315	\$ 355,131	\$ 171,724
(Income) loss from discontinued operations	(104)	12,427	6,291
Adjustments to reconcile net income (loss) to cash flows from operating activities:			
Depreciation	456,323	452,740	406,283
Amortization (includes amortization of deferred financing costs and discounts of \$16,740, \$15,675 and \$14,962 in 2019, 2018 and 2017, respectively)	218,618	202,449	131,055
Intangible impairments	—	—	3,011
Revenue reduction associated with amortization of permanent withdrawal fees and above- and below-market leases (see Note 2.i.)	13,703	16,281	11,253
Stock-based compensation expense	35,654	31,167	30,019
(Benefit) provision for deferred income taxes	(624)	(4,239)	(39,355)
Loss on early extinguishment of debt	—	—	78,368
(Gain) loss on disposal/write-down of property, plant and equipment, net	(63,824)	(74,134)	(766)
Gain on Russia and Ukraine Divestment (see Note 13)	—	—	(38,869)
Foreign currency transactions and other, net	29,838	(16,395)	50,503
Decrease (increase) in assets	5,404	(36,054)	(93,805)
Increase (decrease) in liabilities	3,352	(2,829)	8,547
<b>Cash Flows from Operating Activities-Continuing Operations</b>	<b>966,655</b>	<b>936,544</b>	<b>724,259</b>
Cash Flows from Operating Activities-Discontinued Operations	—	(995)	(3,291)
<b>Cash Flows from Operating Activities</b>	<b>966,655</b>	<b>935,549</b>	<b>720,968</b>
<b>Cash Flows from Investing Activities:</b>			
Capital expenditures	(692,983)	(460,062)	(343,131)
Cash paid for acquisitions, net of cash acquired (see Note 6)	(58,237)	(1,758,557)	(219,705)
Acquisition of customer relationships	(46,105)	(63,577)	(55,126)
Customer inducements (see Note 2.i.)	(9,371)	(8,902)	(20,059)
Customer fulfillment costs and third party commissions (see Note 2.1.)	(76,171)	(26,208)	—
Net proceeds from divestments (see Note 13)	—	1,019	29,236
Investments in Joint Ventures (see Note 13)	(19,222)	—	—
Proceeds from sales of property and equipment and other, net (including real estate) and proceeds from involuntary conversion of property and equipment	166,143	86,159	9,337
<b>Cash Flows from Investing Activities-Continuing Operations</b>	<b>(735,946)</b>	<b>(2,230,128)</b>	<b>(599,448)</b>
Cash Flows from Investing Activities-Discontinued Operations	5,061	8,250	—
<b>Cash Flows from Investing Activities</b>	<b>(730,885)</b>	<b>(2,221,878)</b>	<b>(599,448)</b>
<b>Cash Flows from Financing Activities:</b>			
Repayment of revolving credit facilities, term loan facilities and other debt	(14,535,115)	(14,192,139)	(14,429,695)
Proceeds from revolving credit facilities, term loan facilities and other debt	14,059,818	15,351,614	13,917,055
Early retirement of senior subordinated and senior notes	—	—	(1,746,856)
Net proceeds from sales of senior notes	987,500	—	2,656,948
Debt financing and equity contribution from noncontrolling interests	—	—	13,230
Debt repayment and equity distribution to noncontrolling interests	(1,924)	(2,523)	(4,151)
Parent cash dividends	(704,526)	(673,635)	(439,999)
Net proceeds associated with the Equity Offering, including Over-Allotment Option	—	76,192	516,462
Net proceeds associated with the At The Market (ATM) Program	—	8,716	59,129
Net proceeds (payments) associated with employee stock-based awards	1,027	(1,142)	13,095
Payment of debt financing and stock issuance costs and other	(5,753)	(16,405)	(14,793)
<b>Cash Flows from Financing Activities-Continuing Operations</b>	<b>(198,973)</b>	<b>550,678</b>	<b>540,425</b>
Cash Flows from Financing Activities-Discontinued Operations	—	—	—
<b>Cash Flows from Financing Activities</b>	<b>(198,973)</b>	<b>550,678</b>	<b>540,425</b>
Effect of Exchange Rates on Cash and Cash Equivalents	(8,727)	(24,563)	27,270
Increase (decrease) in Cash and Cash Equivalents	28,070	(760,214)	689,215
Cash and Cash Equivalents, including Restricted Cash, Beginning of Year	165,485	925,699	236,484
Cash and Cash Equivalents, including Restricted Cash, End of Year	\$ 193,555	\$ 165,485	\$ 925,699
<b>Supplemental Information:</b>			
Cash Paid for Interest	\$ 394,984	\$ 388,440	\$ 368,468
Cash Paid for Income Taxes, Net	\$ 61,691	\$ 64,493	\$ 104,498
<b>Non-Cash Investing and Financing Activities:</b>			
Financing Leases (see Note 2.m.)	\$ 32,742	\$ 83,948	\$ 166,843
Accrued Capital Expenditures	\$ 82,345	\$ 84,143	\$ 71,098
Accrued Purchase Price and Other Holdbacks (see Note 6)	\$ 4,135	\$ 35,218	\$ 20,093
Dividends Payable	\$ 186,021	\$ 181,986	\$ 172,102
Fair Value of Stock Issued for Fortrust Transaction (see Note 6)	\$ —	\$ —	\$ 83,014

The accompanying notes are an integral part of these consolidated financial statements.





PORT OF PORTLAND

P.O. Box 3529

Portland, Oregon 97208

**Document and Information Lifecycle Management Lifecycle Management**

**Solicitation Number 2020-9068**

**Responses Due: September 3, 2020**

**By: 3:00 P.M.**

ADDENDUM NUMBER 1

This Addendum Number 1 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 1 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 1 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 1 on the response page provide in the Solicitation.**

Section references to be changed

- Change date for non-mandatory pre-proposal call on the cover of RFP to reflect August 17th, 2020. Time will remain the same.
- Proposal Due Date changed to September 3<sup>rd</sup>, 2020. Time will remain the same.
- Change section 1.4.1 to reflect the following dates:
  - July 30, 2020 Issuance of RFP to prospective Providers
  - August 17, 2020 Pre-proposal online call with prospective Providers
  - August 19, 2020 Questions and answers (Q&A) period ends
  - September 3, 2020 3 p.m. deadline for receipt of proposals
  - September 10, 2020 Presentations, demonstrations or interviews (if required)
  - September 17, 2020 Selection of apparent successful Provider announced
  - September 24, 2020 Award protest period ends
  - October 1, 2020 Contract begins (approx.)

All questions must be submitted through the Port of Portland's Vendor Portal, located at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598>.

Christina Hamel  
Procurement Specialist II  
Port of Portland

Enclosures: None



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## Overview of Background Investigation Program – U.S.

Iron Mountain's pre-employment hiring procedures include drug screening, identity verification, criminal conviction searches, government/terrorist watch list reviews, employment verifications, education verifications (where applicable), as well as annual motor vehicle reviews for drivers and couriers. In addition, all applicants are screened to confirm authorization to work in the United States.

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. To validate their continued eligibility for employment, Iron Mountain employees undergo recurring background investigations every three years.

This program has been in place for many years, and the Company is continually reviewing and implementing improved processes to ensure that the highest standards are applied to our employment decisions.

### **Drug Screening**

Iron Mountain maintains a "zero tolerance" policy to employ a workforce free from abuse of drugs and alcohol.

The first step in the Iron Mountain background investigation process is the pre-employment drug test. This consists of a 5-panel screening test administered in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. Substances covered by the 5-panel test are:

- (1) Marijuana metabolites
- (2) Cocaine metabolites
- (3) Opiate Metabolites
- (4) Phencyclidine (PCP)
- (5) Amphetamines / Methamphetamines

Negative test results are reported via a secure web site to authorized users. Positive results are reported to a single corporate contact to maintain privacy and confidentiality.

Once employed, individuals may be subject to additional testing under the following conditions:

- Reasonable Suspicion
- Post Collision/Post Accident
- CDL Random
- Return to Duty
- Follow up from Return to Duty

### **Criminal Conviction Searches**

Once a written offer letter is signed by the applicant, a criminal background check is then conducted in all counties/states where the applicant has resided/been employed for the past ten years (effective for new employees hired after July 1, 2011) . Appropriate jurisdictions are identified via disclosure by the applicant as well as a Social Security Number trace, to the extent permitted by law. In addition, a search of Federal Criminal courts is also conducted.

Iron Mountain maintains a team of skilled background investigation professionals who review any derogatory criminal history before making recommendations on employment decisions. Iron Mountain takes into consideration the date of any conviction, the nature of the offense, the position being applied for, and other factors, when determining whether to allow an individual to work for the company.

Iron Mountain reserves the right to review and adjudicate personnel decisions with regard to hiring, terminating and suspending individuals based on the nature of the offense, timing of the offense, recidivism and relationship of the offense to the job being considered.

### **Government/Terrorist Watch Lists**

Iron Mountain conducts a comprehensive review of government and terrorist watch lists via its preferred background investigations provider. The search includes, among others: Department of Public Safety, Department of Corrections, Administrative Office of the Courts, Bureau of Criminal Apprehension, and/or the Department of Criminal Justice and other applicable government agencies, where available; Information from 49 states' Sex Offender Registries plus the District of Columbia, Puerto Rico and Guam; the Office of Foreign Assets and Control's (OFAC) Specially Designated Nationals and Blocked Individuals (SDN) List, a review of the Interpol Most Wanted list, as well as numerous other domestic and international government terrorist and sanctions watch lists.

The search also includes a review of excluded parties in databases maintained by the Office of Inspector General (U.S. Department of Health and Human Services) and complies with OIG and U.S. General Services Administration guidelines.

### **Employment Verifications**

Employment verifications consist of a review of an applicant's employment history going back seven years.

**Education Verifications**

Iron Mountain will confirm the highest degree awarded post high school if required for the role.

**Motor Vehicle Review**

Driver candidates are screened for appropriate license class and any motor vehicle violation history. Violation and accident history for the past three (3) years are reviewed and adjudicated based upon seriousness of the offense and frequency of occurrence. All drivers are subject to an annual motor vehicle records check.

# IMPLEMENTATION & PROJECT MANAGEMENT SERVICES

Ensuring Your Success with Expert Program Implementation Services and Resources



The effectiveness of any information management program or engagement depends upon its implementation. Let the experts at Iron Mountain ensure that your program/engagement achieves its objectives for years to come.

## MAXIMIZE YOUR INVESTMENT IN IRON MOUNTAIN SOLUTIONS

Choosing an Iron Mountain information management solution to protect and better manage your data is a wise decision. To maximize the effectiveness and benefits of that solution, turn to Iron Mountain's experienced implementation experts for the guidance you need to launch and execute your well-designed program or engagement across all of Iron Mountain's vast business lines.

Examples of primary implementations include:

- Records Inventory Transfers
- Shred Program Implementations
- Comprehensive Project Engagements
- Litigation Support Engagements
- Healthcare (Electronic Medical Record Enablement & Information Consolidation)

Working in close collaboration with your team, our results oriented program design and implementation professionals will shorten your learning curve, limit complexity, and control costs, all while helping to mitigate risk. Your assigned Iron Mountain Implementation resource is supplemental to your relationship management team members and, to ensure ongoing success, will be available to you throughout the implementation and post-implementation phases.

## IRON MOUNTAIN IMPLEMENTATION EXPERTISE

SOLUTION DESIGN INPUT



PROJECT PLANNING/  
SCHEDULING



COMMUNICATION  
PLANNING



Announcement Memo

TRACKING/  
REPORTING



POST-IMPLEMENTATION REVIEWS



EXECUTION/PROJECT MANAGEMENT



STATUS REVIEWS



Project Status Report

To learn more about how our implementation experts can help you maximize the effectiveness and benefits of your Iron Mountain information management solutions, contact your Iron Mountain Representative.

### PRE-IMPLEMENTATION PLANNING

Once agreement is reached on the appropriate program or engagement solution to meet your organization's stated goals, understanding the necessary steps to execution becomes the priority. Partnering with your organization, Iron Mountain will leverage its years of hands-on experience and best practices to facilitate a pre-implementation session focused on assisting you to:

- Document overall program/engagement objectives
- Identify your national, regional, and local implementation stakeholders to align with the Iron Mountain team
- Define any technology-related requirements, including system setups, authorizations, etc.
- Identify potential program/engagement risk concerns, and methods to mitigate each
- Define and document key measurements for determining program/engagement implementation success
- Assistance in program announcement, communication, and training strategy, leveraging proven Iron Mountain templates and resources in alignment with your internal communications protocol
- Define the implementation timeline and expectations

### IMPLEMENTATION EXECUTION

Iron Mountain's implementation professionals subsequently turn their attention from a planning to an execution emphasis, acting as both implementation lead and primary liaison between both organizations' key stakeholders, ensuring the successful and timely fulfillment of your program/engagement. This includes:

- Tracking/reporting of agreed-upon metrics and activity/volume levels
- Status reviews conducted through regularly scheduled calls throughout implementation
- Ongoing communication with Iron Mountain markets and assigned local project leads

### POST-IMPLEMENTATION REVIEWS

Conducting post-implementation reviews is a critical step in the overall implementation process, enabling a review of the execution and communication strategy. This review addresses any exceptions and reconciliation requirements, ensures a seamless and successful transition to the ongoing relationship management team members, and highlights opportunities to implement cost-effective program changes.



**ABOUT IRON MOUNTAIN.** Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. Founded in 1951, Iron Mountain manages billions of information assets, including backup and archival data, electronic records, document imaging, business records, secure shredding, and more, for organizations around the world. Visit the company Web site at [www.ironmountain.com](http://www.ironmountain.com) for more information.





SOLUTION BRIEF

# IRON MOUNTAIN CONNECT™



ARE  
YOU  
IN?



## BUSINESS CHALLENGE

You keep your physical and electronic records for a good reason. Contained within your records are the answers you need to drive your business forward. But are you confident you can quickly find information when you need to? And are you certain the information you maintain, including that of your customers, is protected against things like inadvertent disclosures and theft or environmental damage like natural and man-made disasters? If you can't find the information you need 24/7/365, the consequences can be significant.

It's time to stop scrambling for information and start managing your company's records in a new way: one that decreases costs and boosts efficiencies, while enabling you to confidently find the information needed to run your business.

## CONNECT WITH FLEXIBILITY, VISIBILITY AND SIMPLICITY

Iron Mountain Connect™ is Iron Mountain's online customer hub that helps you manage your information. Use this tool to place orders, run activity reports and access your inventory data—anytime from anywhere.

Through our secure online hub, users can easily link to the features they need to manage their offsite records and shred programs as well as their assets in escrow. You can also access value add tools and resources like the Analytics Dashboard and Global Risk and Compliance Service to assess risks within your records program, access Records Management education and information on the latest trends in information management and assist in setting up legally compliant automated retention schedules.

Using the Iron Mountain Connect hub, you can:

- Maintain control of your records and information management program.
- Submit requests to retrieve specific information with only a few clicks 24/7.
- Gain valuable insights into the health of your records and information management program while also saving time, resources and costs
- Satisfy internal or external information requests
- Have reliable, secure online access to place orders to retrieve records, request a records pickup, track recently placed orders, add new users, and report on program activity, costs, inventory, compliance.

## INDUSTRY FACTS

**66%** of knowledge workers indicated that they spent at least **15%** of their day searching for information.

SOURCE: DELPHI GROUP.  
"THE HIGH COST OF KNOWLEDGE."  
2010

## AVAILABLE APPLICATIONS WITHIN IRON MOUNTAIN CONNECT

There's a better way to administer to your records and information management program. The Iron Mountain Connect hub is your gateway to the innovative tools and technologies you need to manage your information. Depending on the services you select, you'll be given access to specific applications.

Use the list of capabilities to determine the applications you'll need to fulfill your business requirements.

	Supported Applications	Key Capabilities
Standard Services*	<b>Iron Mountain Connect</b>	<ul style="list-style-type: none"> <li>• Access the tools and resources you need to manage your records and shred programs.</li> <li>• Use the contact us request form to contact Iron Mountain for assistance 24/7.</li> <li>• View training, videos and tutorials to help manage your information.</li> <li>• Receive news on the latest updates from Iron Mountain, including new feature releases.</li> </ul>
	<b>Iron Mountain Connect Manage Users</b>	<ul style="list-style-type: none"> <li>• Control access to applications and records to prevent information from ending up in the wrong hands.</li> <li>• Create, modify and manage users and privileges across divisions, departments and locations.</li> </ul>
	<b>Records Management</b>	<ul style="list-style-type: none"> <li>• Find the records you need fast with our innovative search technology; place an order to retrieve records; request a records pickup; and order supplies.</li> <li>• Gain visibility into the performance of your records and information management program.</li> <li>• Streamline adoption of your company's retention policy, ensuring compliance.</li> </ul>
	<b>Shredding Center</b>	<ul style="list-style-type: none"> <li>• Manage your shred activities by viewing scheduled visits and pending shredding orders at your convenience.</li> <li>• Make shredding requests, add a new location, close an existing location, or change frequency of service via Shredding Center's online request form.</li> </ul>
	<b>Report Center</b>	<ul style="list-style-type: none"> <li>• Run Records Management reports, including account activity, destruction eligibility, inventory, records program activities, and program cost.</li> <li>• Run Shredding Reports, including Scheduled Visits, Shredding Trends and Program Monitoring.</li> </ul>
	<b>Escrow Management</b>	<ul style="list-style-type: none"> <li>• Access your technology escrow agreement information.</li> <li>• Review account information such as deposit data and beneficiary enrollments, conduct escrow transactions, and view imaged documents.</li> <li>• Improve critical response time with faster access to your customer information.</li> </ul>
Value Add Services	<b>Analytics Dashboard</b>	<ul style="list-style-type: none"> <li>• Gain insight into how your records and information management program is performing while meeting internal KPI objectives.</li> <li>• Leverage benchmark data to make adjustments to how you manage your information.</li> </ul>
	<b>Governance Risk &amp; Compliance Service for Small Business</b>	<ul style="list-style-type: none"> <li>• Manage cost and compliance with an online retention schedule, updated automatically and powered by quality-controlled legal data.</li> <li>• Assess the strengths and weaknesses of your information management program with a tool that analyzes your organization's processes and compares your results to benchmark best practices.</li> <li>• Educate yourself on the latest trends in information management and governance with a series of e-learning courses.</li> </ul>

\*Standard services are based on the line of business solutions you selected as part of your service agreement with Iron Mountain.

ARE  
YOU  
IN?

## HAVE YOU EMBRACED THE POWER OF IRON MOUNTAIN CONNECT™?

### IT'S TIME TO DISCOVER WHAT YOU'RE MISSING

Get connected with the technology and tools that will make it easier to manage your information—right at your fingertips. The Iron Mountain Connect hub provides secure online access to your information anytime, anywhere.

Call 1-800-899-4766 today to get access to the Iron Mountain Connect hub.



#### ABOUT IRON MOUNTAIN

Iron Mountain Incorporated (NYSE: IRM) is the global leader for storage and information management services. Trusted by more than 220,000 organizations around the world, Iron Mountain boasts a real estate network of more than 80 million square feet across more than 1,350 facilities in 45 countries dedicated to protecting and preserving what matters most for its customers. Iron Mountain's solutions portfolio includes records management, data management, document management, data centers, art storage and logistics, and secure shredding help organizations to lower storage costs, comply with regulations, recover from disaster, and better use their information. Founded in 1951, Iron Mountain stores and protects billions of information assets, including critical business documents, electronic information, medical data and cultural and historical artifacts. Visit [www.ironmountain.com](http://www.ironmountain.com) for more information.

© 2017 Iron Mountain Incorporated. All rights reserved. Iron Mountain and the design of the mountain are registered trademarks of Iron Mountain Incorporated in the U.S. and other countries. All other trademarks and registered trademarks are the property of their respective owners.

ELEMENTS

# LOGO

OVERVIEW

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Our logo is one of our most important assets. It is the simplest, most immediate and recognizable representation of our brand.

It has its foundations in the founding days of Iron Mountain and serves as a visual representation of space, strength and security.

## ELEMENTS

# LOGO

## SYMBOL AND LOGOTYPE

Our logo consists of two elements:

- Mountain symbol
- Logotype.

**The two elements can never be separated. The only exception is for social media and internet applications. All exceptions must be approved by Global Brand Management. Contact us at creative.services@ironmountain.com**

If we use our brand incorrectly or inconsistently, we weaken it. Following these guidelines will help to reinforce our brand by ensuring we use our logo consistently across all communications.

Iron Mountain® and the design of the mountain symbol are registered trademarks of Iron Mountain Incorporated.

### Registered symbol

The first time it appears in copy, ® should be used in superscript with no space after the word 'Mountain' e.g. Iron Mountain® is a global leader...

The two-color logo - consisting of:

<b>IM Symbol:</b>	<b>Logotype:</b>
CMYK 100 / 80 / 25 / 9	CMYK 0 / 0 / 0 / 100
RGB 20 / 71 / 125	RGB 35 / 31 / 32
(PMS) 541	(PMS) Black C

It is the preferred version used on the majority of our communication materials.



## WHERE TO FIND THE LOGO

Logo files in various formats can be found on our Digital Asset Management site Widen

[ironmountain.widencollective.com](http://ironmountain.widencollective.com)



## ELEMENTS

# LOGO

## COLOR VARIANTS

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Which Iron Mountain logo you use will depend on the application or printing method. Every effort should be made to use the preferred, two-color logo on a white background, but when this is not feasible or cost-effective, an alternate logo may be used.

No matter how our logo is reproduced, it should be legible against the background.

Our logo should never appear in color variations other than the examples shown here.

These colors should never be changed, and default logo files should always be used.



### ○ — PREFERRED LOGO

The two-color logo - consisting of:

**IM Symbol:**

CMYK 100 / 80 / 25 / 9  
RGB 20 / 71 / 125  
(PMS) 541

**Logotype:**

CMYK 0 / 0 / 0 / 100  
RGB 35 / 31 / 32  
(PMS) Black C

It is the preferred version used on the majority of our communication materials.

### ○ — SINGLE COLOR LOGO

The single color logo may be reproduced in black or blue for one-color applications, such as newspapers and faxes.

### ○ — REVERSED LOGO

Ideally the logo should be used on a white background for maximum impact and clarity. When this is not possible, a reversed version of the logo may be used in white on a dark background.

## ELEMENTS

# LOGO

## LOGO SIZE AND LOCK-UP

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As one of our most important business assets, we must always follow a common set of rules when we use our logo with regard to size, colors, clear space and proportions.

It is paramount that our logo has room to breathe in all its applications. To ensure maximum prominence, legibility and consistency, the logo is surrounded by an area of clear space. This clear space (exclusion zone) must remain free from other elements such as text and high-contrast imagery. This exclusion zone is the minimum space permitted unless otherwise specified and should be increased wherever possible.

A minimum size for the logo is set to preserve legibility when applied to smaller applications, such as business cards and digital banners.



The exclusion zone is determined by the width of the letter "N"



30 mm

○ — Minimum print size: 30 mm



100 pixels

○ — Minimum digital size: 100 pixels.

## ELEMENTS

# LOGO

## DON'TS

In addition to the color and sizing rules, the logo must never be modified, manipulated or placed in environments which reduce its legibility.



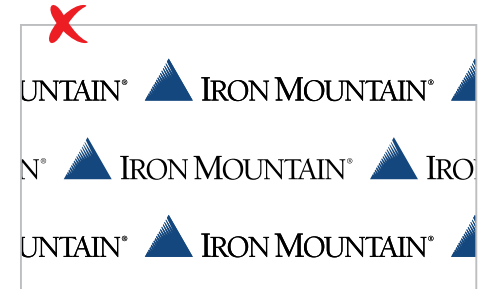
Don't stack logo elements



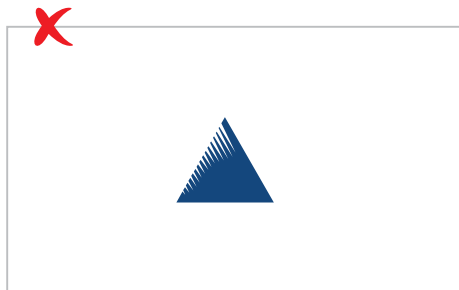
Don't position the logo over an image that's overly busy.



Don't position any other elements inside the logo exclusion zone.



Don't use the logo to create a background texture or pattern.



Don't use the triangle other than in the logo lock up, as Iron Mountain doesn't have trademark rights to the triangle on its own.



Don't change the color of the logo.



Don't alter the proportions of the logo and their relationship.



Don't place the logo on bold colors which clash.



RECORDS  
MANAGEMENT  
WORKFLOWS  
THAT WORK

 IRON MOUNTAIN®

## AUDITABLE CHAIN OF CUSTODY

Iron Mountain facilities are governed by strict, industry-leading chain-of-custody procedures. Our proven workflows and technology-enabled tagging means you'll have complete visibility and control over your inventory at all times.

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## ENSURE PROTECTION OF YOUR INFORMATION, EVERY STEP OF THE WAY.

Emerging compliance requirements, the competitive value of information, and the importance of privacy have raised the bar on what organizations must do to protect information.

From the everyday to the extraordinary, you can rely on Iron Mountain to store your information and assets. With Iron Mountain, you'll benefit from industry best-practice processes and workflows, to ensure your information is securely protected, and available when you need it.

Whether your information is being sent to an Iron Mountain facility, retrieved per your request or prepared for archival destruction, there is a secure workflow in place.

## SECURELY PREPARE YOUR INFORMATION

Using Radio Frequency Identification (RFID) technology can advance your Records and Information Management program, enabling you to monitor compliance and track your assets throughout their lifecycle. By integrating automation and technology, you can better manage and control your program and support Information Governance.

All cartons sent to Iron Mountain storage facilities require an Iron Mountain RFID label. RFID technology can be applied in three ways:

- You can use an Iron Mountain RFID-ready carton, which has with a pre-applied Iron Mountain RFID label.
- You can apply an Iron Mountain RFID label to an Iron Mountain carton.
- You can apply an Iron Mountain RFID label to an approved third-party storage carton.

As you send, retrieve, or destroy information with Iron Mountain, you can use Iron Mountain RFID technology to audit your inventory quickly and repeatedly. Best practices indicate that you should audit your inventory at least twice a year. Iron Mountain employees can also apply RFID labels to all your existing inventory, making your audit faster and more cost-effective as you reduce the resources required.



# INCOMING WORKFLOW

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Using Iron Mountain Connect™, your online hub, you can easily schedule your cartons for pickup. A driver will arrive at your location on the scheduled date and time to pick up your cartons.

As part of Iron Mountain's process, drivers scan barcodes at every step, collecting the tracking number and details on your cartons to verify proper tracking throughout the entire workflow. If you used Iron Mountain Connect™ to schedule your pick-up, you can choose to receive an email verification that your records arrived at the designated Iron Mountain facility and are safely stored. You can also securely track the status of your order online via Iron Mountain Connect at any time throughout the order process.

## TRIPLE CHECK WORKFLOW

Your cartons are scanned:

- At pick-up location
- When they are dropped off at the Iron Mountain Records Facility
- At the assets' designated shelf location

Each scan is validated against the previous scan to ensure accuracy. Like all checks and balances, this process redundancy protects the security and chain of custody of your cartons.

## DATA ENTRY VALIDATION

Iron Mountain validates that all new cartons are received with descriptive details so you know what each carton contains and can reference this data when you need to access your information quickly. You can input this description through Iron Mountain Connect™ to ensure quality inventory control.

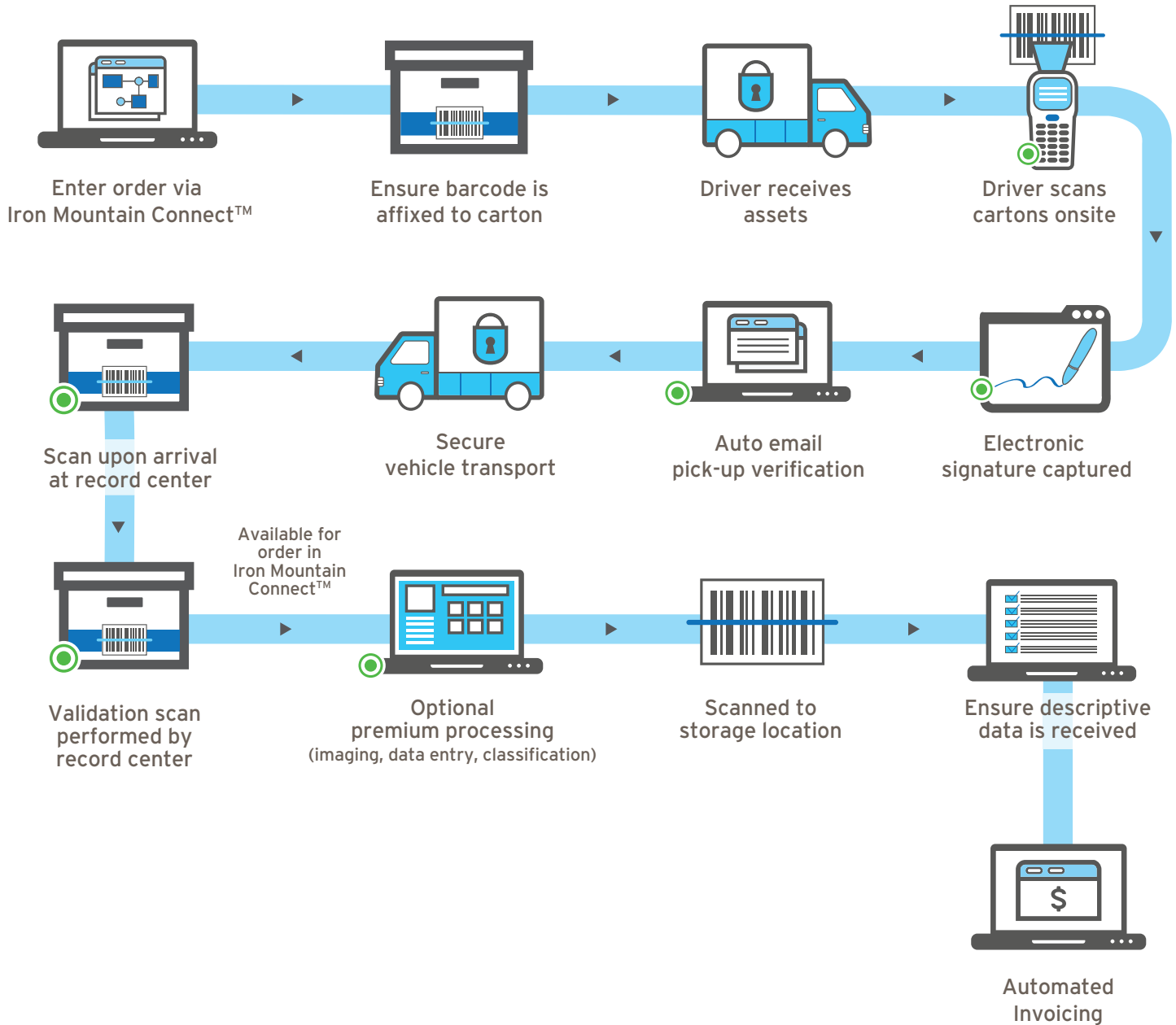


## STAY UP TO DATE WHILE ON THE GO

The Iron Mountain® Mobile app helps you stay up to date. With this app, you can place pickup orders, request digital access to files through Image On Demand™ and receive notifications about your orders from your smartphone or tablet.



# RECORDS MANAGEMENT WORKFLOW | INCOMING



● SCAN POINT & REAL-TIME TRANSMISSION OF CUSTODY

# RETRIEVAL WORKFLOW

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Iron Mountain makes retrieving your information fast, secure and simple so you have access when and where you need it. With Iron Mountain Connect™ you can search for your records and schedule carton retrievals for the information that you need.

Once you schedule a retrieval, your records are packed and loaded following strict security standards. Cartons are double-banded before they are placed on the vehicle to guarantee lids are secure while in transit. To maintain a consistent workflow, and ensure you receive the information you requested, barcodes are scanned at several key steps. All vehicles are checked for route accuracy and validated upon arrival at your designated location.

## DOUBLE LABEL SCAN

As a carton is retrieved, it is tagged with a retrieval label. This step provides the capability for Iron Mountain to validate the accuracy of the retrieval by performing a scan of the barcode on the carton against the barcode located on the original carton.

## VEHICLE VALIDATION

Cartons are scanned as they are loaded and the vehicle cannot leave the Iron Mountain facility until all requested materials have been accounted for.

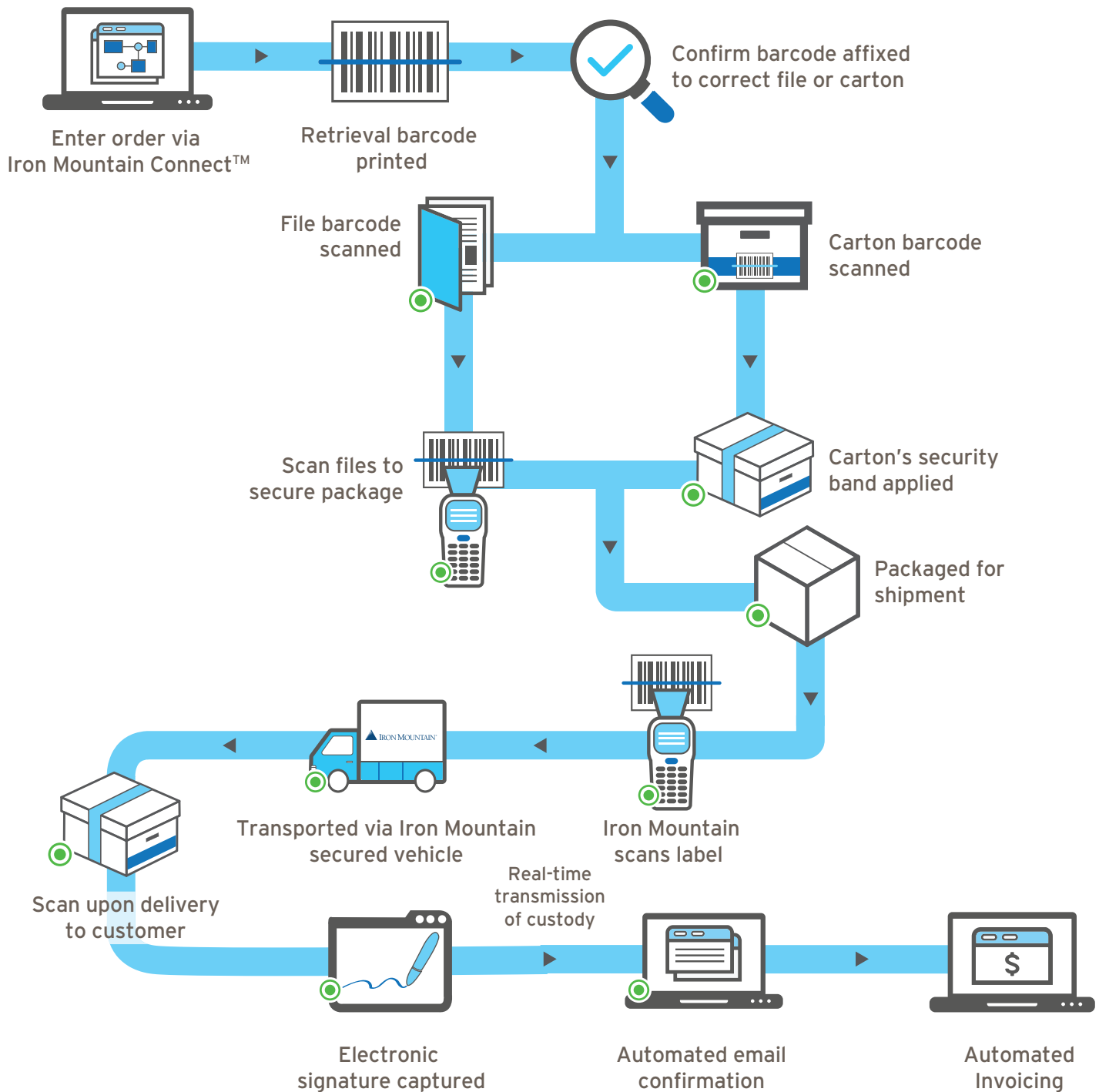
## VALIDATION AT CUSTOMER SITE

Drivers complete the retrieval process by scanning each carton upon delivery to the designated location for transportation. This final check-and-balance step validates that the correct carton was delivered to the correct customer location.

## SUMMARY OF DELIVERY OPTIONS:

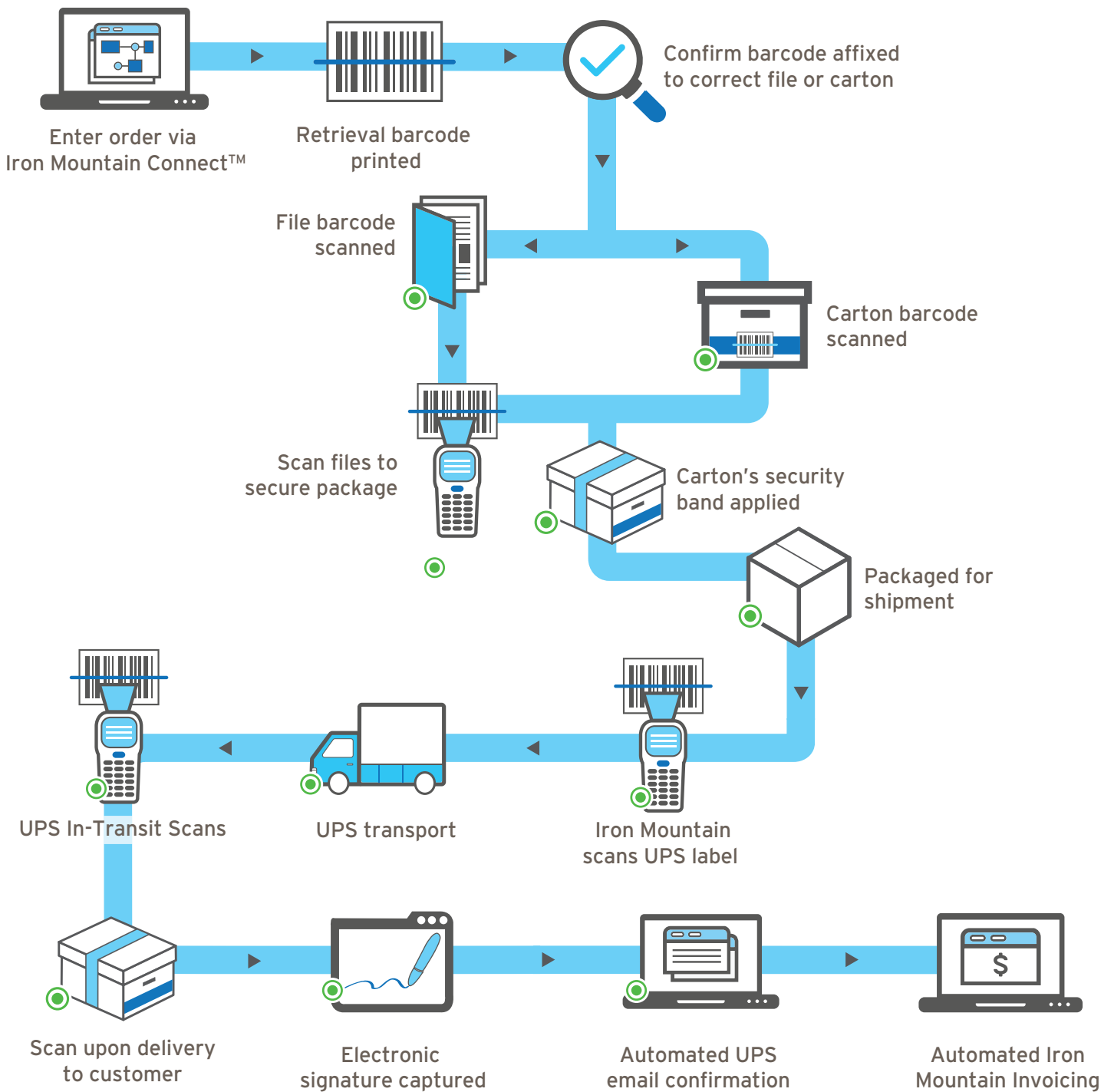
- Retrieval orders of 3 or more cartons and 11 or more files will be delivered by Iron Mountain
- Retrieval orders of 1-2 cartons and 10 or less files will be delivered by UPS

# RECORDS MANAGEMENT WORKFLOW | RETRIEVAL STANDARD PROCESS



# RECORDS MANAGEMENT WORKFLOW | RETRIEVAL

## SMALL & LOCAL DELIVERIES VIA UPS



● SCAN POINT & REAL-TIME TRANSMISSION OF CUSTODY

# ARCHIVAL DESTRUCTION WORKFLOW

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As you manage your assets throughout the information lifecycle, you will need to defensibly dispose of them when they reach the end of their legal retention period. The process for defensible destruction must be accurate, secure and routine.

You'll determine which records you want destroyed based on your own policies and retention schedule. You will review and verify that the correct records are designated for destruction. A destruction list will be sent to you for final approval. This provides an additional layer of control and ensures that only approved items are authorized for destruction. An authorized signature is also required before proceeding. Iron Mountain's destruction services and eligibility reporting enable you to effectively manage your storage program costs while helping your organization meet its legal and regulatory obligations.

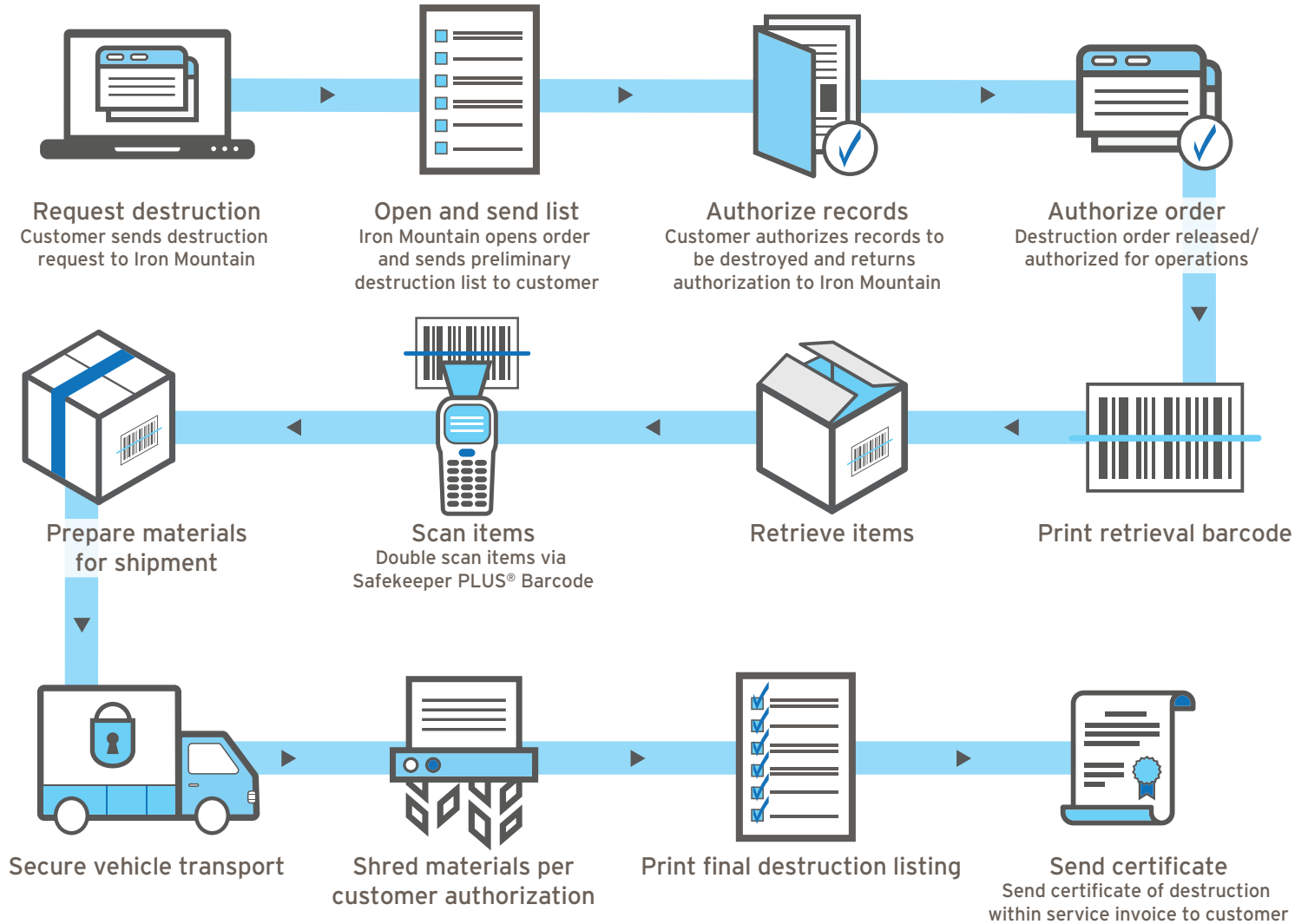
## AUTOMATED DESTRUCTION ELIGIBILITY REPORTING

Iron Mountain's suite of retention services can help you systematically manage the lifecycle of your inventory based on your retention schedule. With an automated Destruction Eligibility Report, you can easily identify which records can be safely destroyed in accordance with your organization's compliance obligations –as well as which records you need to keep for litigation, audit, or other compliance -related reasons.

## SECURE DESTRUCTION CHECKS AND BALANCES

Multiple checks and balances safeguard that only the right items are destroyed. Destruction only proceeds after careful review and approval by your authorized personnel. As cartons are retrieved from their shelf locations, the original carton label plus a specially colored destruction label is scanned to validate that the correct item has been retrieved for destruction. Items staged for destruction are secured in black plastic wrap, then destroyed using Iron Mountain's Secure Shredding services.

# RECORDS MANAGEMENT WORKFLOW ARCHIVAL DESTRUCTION





# MORE INFORMATION

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For more information on how Iron Mountain can help you optimize your records and information management program, contact Iron Mountain (1-800-899-IRON) or visit [www.ironmountain.com](http://www.ironmountain.com)



800.899.IRON | [IRONMOUNTAIN.COM](http://IRONMOUNTAIN.COM)

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## ABOUT IRON MOUNTAIN

Iron Mountain Incorporated® (NYSE: IRM) is the global leader in storage and information management services. Trusted by more than 220,000 organizations around the world, Iron Mountain's real estate network comprises more than 85 million square feet across more than 1,400 facilities in 46 countries dedicated to protecting and preserving what matters most for its customers. Iron Mountain's solutions portfolio includes records management, data management, document management, data centers, art storage and logistics, and secure shredding, helping organizations to lower storage costs, comply with regulations, recover from disaster, and better use their information. Founded in 1951, Iron Mountain stores and protects billions of information assets, including critical business documents, electronic information, medical data and cultural and historical artifacts. Visit [www.ironmountain.com](http://www.ironmountain.com) for more information.

© 2020 Iron Mountain Incorporated. All rights reserved. Iron Mountain and the design of the mountain are registered trademarks of Iron Mountain Incorporated in the U.S. and other countries. All other trademarks and registered trademarks are the property of their respective owners.

# GET CONNECTED

## Secure online access to your information anytime, anywhere.

Through Iron Mountain Connect, our online hub, you have tools and resources to easily manage your offsite records and shred programs. Place orders, run reports, access your inventory data and more - right at your fingertips!



## IRON MOUNTAIN CONNECT™



- Track within 2-hours when Iron Mountain will arrive for pickups and deliveries
- Control who in your organization accesses information about your records and shred programs
- Create, modify and manage users and privileges across divisions, departments and locations
- Contact Iron Mountain for assistance using Live Chat
- View training, videos and tutorials to help you manage your inventory



## RECORDS MANAGEMENT

- Place an order for supplies or a records pickup or delivery
- Search and retrieve up to 1,000 offsite files or boxes at any time online
- Upload hundreds of files and boxes at once to save time when adding inventory
- Edit key metadata for multiple files and boxes at once to make program changes easily
- Drive compliance with your organization's records program using record policies and retention schedules



## SHREDDING CENTER

- Change account information, manage shredding locations and provide special service instructions
- Change the frequency of visits at one or more locations
- Request a visit at one or more locations to empty bins
- Add bins based on usage needs or special events
- View scheduled visits and pending shred orders
- Order supplies, such as shred bins and locks



## REPORT CENTER

- Run activity, financial, inventory, and retention reports to monitor program performance against business goals
- Track program compliance across your organization
- Spot potential gaps in your program and quantify any service changes you might need

To learn more about this valuable tool, view our tutorial video at [www.ironmountain.com/getconnected](http://www.ironmountain.com/getconnected).

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Iron Mountain Information Management, LLC

**Street:** One Federal Street, Boston, MA 02110

**City, State, Zip Code:** Boston, MA 02110

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I Sheila A. Poggi, an authorized representative of Iron Mountain Information Management, LLC, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
The Vanguard Group	100 Vanguard Blvd, Malvern, PA 19355	16.6%
Capital World Investors	333 South Hope St, LOS ANGELES, CA 90071	10.0%

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

September 2, 2020

**Date**

Sheila  
A. Poggi

Digitally signed  
by Sheila A.  
Poggi  
Date: 2020.09.02  
10:53:12 -04'00'

Manager, Public Sector Contracts & Compliance  
**Authorized Signature and Title**

NON-COLLUSION AFFIDAVIT

Company Name: Iron Mountain Information Management, LLC

Street: One Federal Street, Boston, MA 02110

City, State, Zip Code: Boston, MA 02110

State of Virginia

County of Fairfax

I, Sheila A. Poggi of  
the Iron Mountain Information Management, LLC Reston  
Name City

in the County of Fairfax, State of  
Virginia

of full age, being duly sworn according to law on my oath depose and say that:

I am the Manager, Public Sector Contracts and Compliance of the firm of  
Iron Mountain Information Management, LLC  
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.


I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

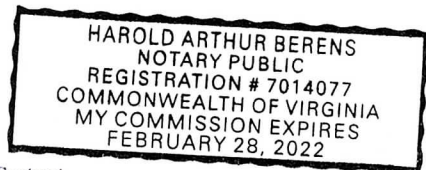
Iron Mountain Information Management, LLC  
Company Name

  
Manager, Public Sector Contracts & Compliance  
Authorized Signature & Title

Subscribed and sworn before me

this 2 day of September, 2020

  
Notary Public of Fairfax County, VA



My commission expires 2/28, 2022

SEAL



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Iron Mountain Information Management, LLC

**Street:** One Federal Street

**City, State, Zip Code:** Boston, MA 02110

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed



*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

September 2, 2020

**Date**

Sheila  
A. Poggi

Digitally signed  
by Sheila A.  
Poggi  
Date: 2020.09.02  
10:58:56 -04'00'

Manager, Public Sector Contracts & Compliance

**Authorized Signature and Title**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary,

to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

Certification 25520

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

**IRON MOUNTAIN INFORMATION MANAGEMENT, INC.**  
**650 HOWARD AVE.**  
**SOMERSET**

**NJ 08873**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed

information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns for Name and Home Address, containing entries for The Vanguard Group and Capital World Investors.

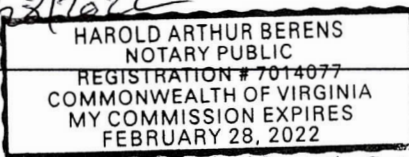
Subscribed and sworn before me this day of September, 2020.

Handwritten signature of Sheila A. Poggi

(Notary Public)

(Affiant) Sheila A. Poggi, Manager, Public Sector Contracts & Compliance (Print name & title of affiant)

My Commission expires: 2/28/2022



(Corporate Seal)

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 2020-9068

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Sheila A. Poggi

Signature: Sheila A. Poggi

Digitally signed by  
Sheila A. Poggi  
Date: 2020.09.02  
11:07:39 -04'00'

Title: Manager, Public Sector Contracts and Compli Date: September 2, 2020



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** IRON MOUNTAIN INFORMATION MANAGEMENT SERVICES, INC

**Trade Name:**

**Address:** 1000 CAMPUS DRIVE  
COLLEGEVILLE, PA 19426

**Certificate Number:** 1814165

**Effective Date:** August 09, 2013

**Date of Issuance:** February 03, 2020

**For Office Use Only:**  
20200203100154517



**SCHEDULE E– PRICE PROPOSAL**

**DOCUMENT AND INFORMATION LIFECYCLE MANAGEMENT**

**Solicitation No. 2020-9068**

Submit this form with your proposal. The form consists of **2 parts** – ongoing operational costs and fees, followed by any project management, implementation, training, and transition services. List all costs associated with each of these areas, and any other costs for services that may not have been included.

**Part 1 – Ongoing Operational Fees**

<b>OFF-SITE RECORDS STORAGE</b>			
<b>Storage</b>	<b>1-200,000 cu ft.</b>	<b>200,001-500,000 cu ft.</b>	<b>500,001 - 1mil cu ft.</b>
Storage non-climate controlled	See Attached Pricing	See Attached Pricing	See attached Pricing
Storage climate controlled	See attached Pricing	See attached Pricing	See attached Pricing
Storage non-climate controlled confidential	See attached Pricing	See attached Pricing	See attached Pricing
Storage climate controlled confidential	See attached Pricing	See attached Pricing	See attached Pricing
<b>Retrieval</b>	<b>Standard (\$/per service request)</b>	<b>Priority (\$/per service request)</b>	<b>Rush (\$/per service request)</b>
Records Box	\$2.66	\$7.26	\$7.26
File	\$3.57	\$9.57	\$9.57
Microfilm/Microfiche	\$3.50	\$9.36	\$9.36
Electronic/Magnetic media	\$0.19	\$7.45	\$7.45
Transport	\$25.22	\$125.67	\$125.67
<b>Transportation Pickup/Delivery</b>	<b>\$/per trip</b>		
<i>[Note: Pickup &amp; delivery at Port HQ unless otherwise noted]</i>			
Standard/regularly scheduled	\$25.229		
Priority	\$63.360		
Rush (emergency, 2hr)	\$125.675		
After hours/holidays	\$252.45		
Disaster	\$252.45		
Alternate locations (if needed)	\$25.229		
<b>Re-file</b>	<b>\$/per unit</b>		
Box	\$3.57		
File	\$3.23		
Microfilm/Microfiche	\$3.10		
Electronic/Magnetic media	\$0.19		
<b>Permanent Inventory Removal/Withdrawal</b>	<b>\$/per unit</b>		
Storage non-climate controlled	\$1.99		
Storage climate controlled	\$9.36		
Storage non-climate controlled confidential	Call for quote		
Storage climate controlled confidential	call for quote		

<b>Secure Destruction Services</b>	<b>On-site</b>	<b>Vendor Facility</b>
Highly-confidential Shredding (\$/cu ft.)	We are offering shredding based on	
Non-confidential Recycling (\$/cu ft.)	a per bin price. Please see attached	
On-site Shredding Event (\$/per event)	price sheet for both On-site and off-site pricing.	
Secure Shredding Microfilm/Tapes/CDs (e-media/plastic) (\$/cu ft.)	<b>\$3.74/Tape</b>	<b>\$0.37/Tape</b>
Recycling Microfilm/Tapes/CDs (e-media/plastic) (\$/cu ft.)	Included	Included
Certificate of Destruction (\$/per unit)	Included	Included

<b>DATA/MAGNETIC STORAGE</b>			
<b>Storage</b>	<b>1-1000 media/tapes</b>	<b>1001-5000 media/tapes</b>	<b>5001-greater media/tapes</b>
Hanging Tape/Reserved Slots – (\$/per tape or slot)	<b>\$0.17</b>	<b>\$0.17</b>	<b>\$0.17</b>
In/Out Pulls (\$/per movement, in/out)	<b>\$0.19</b>	<b>\$0.19</b>	<b>\$0.19</b>
Open Media Storage-Data/Magnetic Tapes (any type) (\$/per unit)	<b>\$0.17</b>	<b>\$0.17</b>	<b>\$0.17</b>
Open storage transport cost (\$/per unit)	\$4.49/container	\$4.49/container	\$4.49/container
<b>\$/per container per month</b>			
Closed storage containers (10/container)	\$7.28	\$7.28	\$7.28
Closed storage containers (20/container)	\$11.55	\$11.55	\$11.55
Closed storage containers for 4mm/8mm tapes	\$7.28	\$7.28	\$7.28
Closed storage containers for 5.25" CD Disks - 15-20/container	\$11.55	\$11.55	\$11.55
Closed storage containers for 12" CD Disks - 15-20/container	\$11.55	\$11.55	\$11.55
Closed storage containers for universal media	\$12.26	\$12.26	\$12.26
<b>Data/Magnetic Media Pickup/Delivery Service</b>	<b>\$/per service request</b>		
Daily service (Monday – Friday 8-5)			
Weekly pickup and delivery service			
2 times per week	\$33.17		
3 times per week	\$40.48		
4 times per week	\$40.48		
5 times per week	\$40.48		
6 times per week	\$40.48		
7 times per week	\$40.48		
Monthly pickup and delivery service (\$/per container/month)	\$49.65		
Unscheduled pickup and delivery (\$/per request)	\$134.27		
Emergency pickup and delivery (\$/per request)	\$167.53		
Administration Fee	\$16.59		
<b>Electronic Vaulting Services (Optional)</b>	<b>\$/per TB, PB, EB, ZB, YB (note unit value in price)</b>		
Digital image library	Call for quote		
Digital drawings and building plans	Call for quote		
Digital reproductions of historic archival materials	Call for quote		

<b>OTHER</b>	
Labor – general (\$/per hour)	\$55.00
Box bar-code labels – unprinted, without client account # (\$/per 100 units)	\$25.00
Box bar code labels – printed, with client account # (\$/per 100 units)	\$25.00
Additional Services (please explain)	
Fuel Surcharge (Attach most current pricing sheet)	

<https://www.ironmountain.com/support/how-it-works/resources/transportation/fuel-surcharge/us-fuel-surcharge>

**Part 2 – Project implementation and transition services**

Item	Quantity	Cost/Fee each	Total
<b>Project services</b> for above – project management, implementation, training, migration plan, system setup and activation / initial operational support (list separately if relevant)	Scope based services	to be identified	as needed.
Transition services / costs from the existing facility based on the identified inventory	Scope based services	to be identified	as needed.
Training (in addition to any included above)	Scope based services	to be identified	as needed.
Other Expenses	Scope based services	to be identified	as needed.
<b>Optional Services</b> - any other recommended services that may not have been explicitly requested	Please see additional price sheet	for all other services	provided.

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY  
CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

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**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly

from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the

subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, and the procurement provisions of Appendix II to Part 200 apply, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract. Notwithstanding the foregoing or any other provision hereof, no termination shall be effective prior to the permanent withdrawal of all material stored with Supplier (not to exceed 180 days) and the payment in full for such storage and related services.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract”**



in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SP Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is**

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the**

**Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifiesthat:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SP Initials of Authorized

Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SP Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SP Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract, [and subject to the procurement provisions of Appendix II to Part 200 will comply with the applicable flow down requirements of 2](#)

CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) ~~shall be bound by the foregoing terms and conditions.~~

Does offeror agree? YES SP Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

Iron Mountain Information Management, LLC

Address, City, State, and Zip Code:

One Federal St., Boston, MA 02110

Phone Number: (703) 889-6151 Fax Number: N/A

Printed Name and Title of Authorized Representative:

Sheila A. Poggi, Manager Public Sector Contracts & Compliance

Email Address:

imgs-sledcontracts@ironmountain.com

Signature of Authorized Representative:

Sheila A. Poggi

Digitally signed by Sheila A. Poggi  
Date: 2020.09.02 11:14:56 -04'00'

Date: September 2, 2020



## FEMA SPECIAL CONDITIONS

Awarded Provider(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Provider is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Provider” or “Awarded Provider”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:



- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

#### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses**

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed

and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

## 2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the

emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- a. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

**“Compliance with the Copeland “Anti-Kickback” Act.**



- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is



employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance

provided by FEMA.

### Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly,

such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

#### “Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a

provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 any 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 influencing or attempting to influence an officer or employee of any 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including 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 imposed 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.

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date"**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision



of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes

can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name:

\_\_\_\_\_

Address, City, State, and Zip Code:

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number:

\_\_\_\_\_

Printed Name and Title of Authorized  
Representative: \_\_\_\_\_

Email Address:

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date:

\_\_\_\_\_



SCHEDULE C

AFFIDAVIT OF TRADE SECRET

Port of Portland Solicitation Name: Document and Information Lifecycle Management

Port of Portland Solicitation Number: 2020-9068

Provider Name: Iron Mountain Information Management, LLC

Authorized Representative: Name (print): Sheila A. Poggi

Title: Manager, Public Sector Contracts and Compliance

E-mail: IMGS-SLEDContracts@ironmountain.com

The authorized representative named above certifies as follows:

1. I am an authorized representative of the Provider and the Provider has approved of my submittal of this certification.
2. I understand that the proposal is a public record subject to disclosure in its entirety under Oregon's public records laws (192.311 through 192.431) except where specifically exempt from disclosure, as described in more detail in the RFP.
3. I have read and am familiar with ORS 192.345(2), which conditionally exempts "trade secrets" from public disclosure.<sup>1</sup>
4. I have read and am familiar with the proposal and I believe in good faith that all information specifically marked as "exempt from disclosure" in the proposal constitutes trade secrets, unless a different exemption is claimed.
5. I am aware that, pursuant to this RFP, improperly marked proposals are subject to disclosure in their entirety without any independent review by the Port and without notice to the proposer.

Signature of Authorized Representative Sheila A. Poggi Digitally signed by Sheila A. Poggi  
Date: 2020.09.02  
11:16:22 -04'00' Date September 2, 2020

<sup>1</sup> For ease of reference, ORS 192.345(2) states as follows: "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it." (2017)





	United States		Canada	
Invoice Date	Basis Price (USD/gal)	Surcharge %	Basis Price (CDN/ltr)	Surcharge %
31-Jan-2016	\$2.309	3.700%	\$1.013	4.100%
29-Feb-2016	\$2.143	2.900%	\$0.946	3.300%
31-Mar-2016	\$1.998	2.100%	\$0.894	2.500%
30-Apr-2016	\$2.090	2.500%	\$0.921	2.900%
31-May-2016	\$2.152	2.900%	\$0.906	2.900%
30-Jun-2016	\$2.315	3.700%	\$0.962	3.300%
31-Jul-2016	\$2.423	4.100%	\$1.012	4.100%
31-Aug-2016	\$2.405	4.100%	\$1.001	4.100%
30-Sep-2016	\$2.351	3.700%	\$0.968	3.700%
31-Oct-2016	\$2.394	3.700%	\$0.980	3.700%
30-Nov-2016	\$2.454	4.100%	\$1.028	4.500%
31-Dec-2016	\$2.439	4.100%	\$1.036	4.500%
1-Jan-2017	\$2.510	4.500%	\$1.066	4.900%
1-Feb-2017	\$2.580	4.500%	\$1.107	5.300%
1-Mar-2017	\$2.568	4.500%	\$1.094	5.300%
1-Apr-2017	\$2.554	4.500%	\$1.091	5.300%
1-May-2017	\$2.583	4.500%	\$1.092	5.300%
1-Jun-2017	\$2.560	4.500%	\$1.074	4.900%
1-Jul-2017	\$2.511	4.500%	\$1.051	4.500%
1-Aug-2017	\$2.496	4.100%	\$1.027	4.500%
1-Sep-2017	\$2.595	4.500%	\$1.053	4.500%
1-Oct-2017	\$2.785	5.300%	\$1.091	5.300%
1-Nov-2017	\$2.794	5.300%	\$1.121	5.700%
1-Dec-2017	\$2.909	6.100%	\$1.202	6.500%
1-Jan-2018	\$2.909	6.100%	\$1.219	6.900%
1-Feb-2018	\$3.018	6.500%	\$1.257	7.300%
1-Mar-2018	\$3.046	6.500%	\$1.258	7.300%
1-Apr-2018	\$2.988	6.100%	\$1.253	7.300%
1-May-2018	\$3.096	6.100%	\$1.267	7.700%
1-Jun-2018	\$3.244	7.300%	\$1.316	8.100%
1-Jul-2018	\$3.253	7.300%	\$1.330	8.500%
1-Aug-2018	\$3.233	7.300%	\$1.307	8.100%
1-Sep-2018	\$3.218	7.300%	\$1.289	7.700%
1-Oct-2018	\$3.262	7.300%	\$1.301	8.100%
1-Nov-2018	\$3.365	7.700%	\$1.334	8.500%
1-Dec-2018	\$3.300	7.300%	\$1.316	8.100%
1-Jan-2019	\$3.123	6.900%	\$1.225	6.900%
1-Feb-2019	\$2.980	6.100%	\$1.173	6.100%
1-Mar-2019	\$2.997	6.100%	\$1.184	6.500%
1-Apr-2019	\$3.076	6.500%	\$1.232	6.900%
1-May-2019	\$3.121	6.900%	\$1.271	7.700%
1-Jun-2019	\$3.161	6.900%	\$1.288	7.700%
1-Jul-2019	\$3.089	6.500%	\$1.220	6.900%
1-Aug-2019	\$3.045	6.500%	\$1.195	6.500%

1-Sep-2019	\$3.005	6.500%	\$1.187	6.500%
1-Oct-2019	\$3.016	6.500%	\$1.202	6.500%
1-Nov-2019	\$3.053	6.500%	\$1.247	7.300%
1-Dec-2019	\$3.069	6.500%	\$1.285	7.700%
1-Jan-2020	\$3.055	6.500%	\$1.285	7.700%
1-Feb-2020	\$3.048	6.500%	\$1.281	7.700%
1-Mar-2020	\$2.910	6.100%	\$1.212	6.900%
1-Apr-2020	\$2.729	5.300%	\$1.084	4.900%
1-May-2020	\$2.493	4.100%	\$0.970	3.700%
1-Jun-2020	\$2.392	3.700%	\$0.901	2.500%
1-Jul-2020	\$2.408	4.100%	\$0.949	3.300%
1-Aug-2020	\$2.434	4.100%	\$0.998	4.100%

Billcode	Product Description
890	Carton Storage
880	Carton Storage
850	Receiving and Entry-Carton
122	Regular Retrieval-Carton
162	Regular Refile-Carton
121	Regular Retrieval-File From Carton
161	Regular Refile - File
330	Archival Destruction-Carton- CF,plus regular retrieval charge
329	Archival Destruction-File from Carton - File ,plus regular retrieval charge
334	Perm Withdrawal-Carton - CF,plus regular retrieval charge
333	Perm Withdrawal-File - File ,plus regular retrieval charge
18,811,891	Open Shelf Medical
1883, 1893	Open Shelf Storage-X-Ray
1850	Open Shelf - Receiving and Entry
1121	Open Shelf Regular Retrieval- File
1161	Open Shelf Regular Refile
1329	Open Shelf - Archival Destruction
1333	Open Shelf - Permant Withdrawal
220	Transport Handling Charge
220	Next Day Delivery - Order by 3:00 PM for delivery next Business Day
212	Next Day Trips Zone 2-per trip plus handling charge**
227	Next Day Trips Zone 3-per trip plus handling charge**
232	Next Day Trips Zone 4-per trip plus handling charge**
233	Next Day Trips Zone Metro-per trip plus handling charge**
234	Next Day Trips MetroNYC-per trip plus handling charge**
216	Regular Pickup - Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.
261	Pick-up-per trip Zone 2-per trip plus handling charge**
262	Pick-up-per trip Zone 3-per trip plus handling charge**
263	Pick-up-per trip Zone 4-per trip plus handling charge**
264	Pick-up-per trip Zone Metro-per trip plus handling charge**
265	Pick-up-per trip MetroNYC-per trip plus handling charge**
180	Photocopy (per page)
410	Fax Transmission, per page
141	Rush Retrieval-File From Carton
142	Retrieval Carton Rush
340	Individual List/Indexing
190	Interfile
1190	Open Shelf - Interfile
1340	Open Shelf Individual Listing

1141 Open Shelf - Rush Retrieval- File

213 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.

214 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

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

215 Rush Delivery-Weekends/Holidays/After Hrs - Delivery within 4 hours of placement of Order.

3370 Miscellaneous Services-Hourly Labor

3475 Storage Minimum Charge (per month)

3476 Minimum Service Charge, Per Order

318 Admin Fee - Summary

319 Admin Fee - Detailed

487 RFID Label

4235 #2000A AUTO-FOLD LETTER/LEGAL (1.2cf)

4255 #2000 STANDARD CARTON LETTER/LEGAL (1.2cf)

4320 #450 LETTER TRANSFILE CARTON (2.4CF)

4330 #550 LEGAL TRANSFILE CARTON (3.6CF)

4220 #200 X-RAY CARTON

#### **Vault Services**

Initial Transfer / New Volume

Receiving & Entry

Retrievals - Carton

Retrievals - Destruction / PW's

Net Retrievals - Carton

Retrievals - Carton, Rush

Retrievals - Item

Retrievals- Item, Rush

Refiles, Carton

Refiles, Item

Destruction - Carton

Destruction - File From Carton

Permanent Withdrawals - File

Permanent Withdrawals - Carton

#### **Vault Transportation**

Next Day Trips

Half Day Trips

Rush Trips

Emergency Trips

Pick-Up

Handling

#### **Image on Demand (IOD)**

121 Retrieval, File  
161 Refile, File  
211 Trip Charge  
UPS Charge  
220 Transportation Handling  
3476 Service Order Minimum  
Average # of Pages/File:  
IOD Order Minimum Qty:  
IOD Minimum  
IOD per Image

***Fuel Surcharge - A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel a included as a percentage of transportation related service charges. The current monthly Fuel Surchar Pricing for services not listed shall be done at Iron Mountain list rate. Please see the Custom***

OMNIAR1	OMNIAR2	OMNIAR3	Advisory / Aggregation Tier
Tier 1	Tier 2	Tier 3	
0 – 10,000cf	10,001 – 50,000cf	50,001 – 100,000+ cf	100,001+
\$ 0.298	\$ 0.244	\$ 0.200	
\$ 0.298	\$ 0.244	\$ 0.200	
\$ 2.118	\$ 1.733	\$ 1.386	
\$ 2.662	\$ 2.178	\$ 1.742	
\$ 2.662	\$ 2.178	\$ 1.742	
\$ 3.570	\$ 2.921	\$ 2.336	
\$ 3.570	\$ 2.921	\$ 2.336	
\$ 3.237	\$ 2.648	\$ 2.119	
\$ 3.025	\$ 2.475	\$ 1.980	
\$ 4.023	\$ 3.292	\$ 2.633	
\$ 1.997	\$ 1.634	\$ 1.307	
\$ 2.00	\$ 1.63	\$ 1.31	
\$ 0.612	\$ 0.501	\$ 0.401	
\$ 0.924	\$ 0.756	\$ 0.605	
\$ 3.872	\$ 3.168	\$ 2.534	
\$ 2.087	\$ 1.708	\$ 1.366	
\$ 2.087	\$ 1.708	\$ 1.366	
\$ 1.997	\$ 1.634	\$ 1.307	
\$ 1.997	\$ 1.634	\$ 1.307	
\$ 2.420	\$ 1.980	\$ 1.584	
\$ 25.229	\$ 20.642	\$ 16.513	
\$ 43.229	\$ 38.642	\$ 34.513	
\$ 49.229	\$ 44.642	\$ 40.513	
\$ 55.229	\$ 50.642	\$ 46.513	
\$ 32.229	\$ 27.642	\$ 23.513	
\$ 40.229	\$ 35.642	\$ 31.513	
\$ 25.229	\$ 20.642	\$ 16.513	Customers who qualify for the aggregation tier will receive a minimum 10% additional discount from the Tier 3 rates. Iron Mountain will work directly with member to create a mutually agreeable price schedule
\$ 43.229	\$ 38.642	\$ 34.513	
\$ 49.229	\$ 44.642	\$ 40.513	
\$ 55.229	\$ 50.642	\$ 46.513	
\$ 32.229	\$ 27.642	\$ 23.513	
\$ 40.229	\$ 35.642	\$ 31.513	
\$ 0.825	\$ 0.825	\$ 0.825	
\$ 1.100	\$ 1.100	\$ 1.100	
\$ 9.570	\$ 9.570	\$ 9.570	
\$ 7.260	\$ 7.260	\$ 7.260	
\$ 0.737	\$ 0.737	\$ 0.737	
\$ 8.800	\$ 8.800	\$ 8.800	
\$ 5.885	\$ 5.885	\$ 5.885	
\$ 0.737	\$ 0.737	\$ 0.737	



\$	7.590	\$	7.590	\$	7.590
\$	63.360	\$	63.360	\$	63.360
\$	125.675	\$	125.675	\$	125.675
\$	125.675	\$	125.675	\$	125.675
\$	252.450	\$	252.450	\$	252.450
\$	65.120	\$	65.120	\$	65.120
\$	171.600	\$	171.600	\$	171.600
\$	16.500	\$	16.500	\$	16.500
\$	44.950	\$	44.950	\$	44.950
\$	92.750	\$	92.750	\$	92.750
\$	0.660	\$	0.660	\$	0.660
\$	0.66	\$	0.66	\$	0.66
\$	4.92	\$	4.92	\$	4.92
\$	3.60	\$	3.60	\$	3.60
\$	6.24	\$	6.24	\$	6.24
\$	7.36	\$	7.36	\$	7.36
\$	1.82	\$	1.46	\$	1.27
\$	2.03	\$	1.62	\$	1.42
\$	3.10	\$	2.48	\$	2.17
\$	3.10	\$	2.48	\$	2.17
\$	3.10	\$	2.48	\$	2.17
\$	3.10	\$	2.48	\$	2.17
\$	9.36	\$	7.49	\$	6.55
\$	4.01	\$	3.20	\$	2.80
\$	12.07	\$	9.66	\$	8.45
\$	3.10	\$	2.48	\$	2.17
\$	4.01	\$	3.20	\$	2.80
\$	1.49	\$	1.20	\$	1.05
\$	2.24	\$	1.79	\$	1.57
\$	9.36	\$	7.49	\$	6.55
\$	28.33	\$	28.33	\$	28.33
\$	115.54	\$	115.54	\$	115.54
\$	221.19	\$	221.19	\$	221.19
\$	337.92	\$	337.92	\$	337.92
\$	28.33	\$	28.33	\$	28.33
\$	2.68	\$	2.68	\$	2.68

\$	3.570	\$	2.921	\$	2.336
\$	3.237	\$	2.648	\$	2.119
\$	17.80	\$	17.80	\$	17.80
\$	17.80	\$	17.80	\$	17.80
\$	2.420	\$	1.980	\$	1.584
\$	16.50	\$	16.50	\$	16.50
\$	75.00	\$	75.00	\$	75.00
\$	50.00	\$	50.00	\$	50.00
\$	23.50	\$	23.50	\$	21.50
\$	0.22	\$	0.22	\$	0.20

***is published by the US Department of Energy. This charge is calculated monthly and  
ge information can be found on the website at [cic.ironmountain.com/FuelSurcharge](http://cic.ironmountain.com/FuelSurcharge).  
er Information Center for more information at <http://cic.ironmountain.com>***

SECURE SHREDDING (SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE

Recurring	Unscheduled	Services	First 4 Bins Off Site
<b>Off site Service</b>		<b>Off Site Service:</b>	
2055	2095	Standard Mini Console	<b>First 4 Bins of any size will be the monthly Minimum service charge of \$34.96</b>
2041	2081	Security Console	
2042	2082	65 Gallon	
2043	2083	95 Gallon	
2044	2084	Box	
2411	2811	On-Call Service	
2476		Minimum Service Charge*	\$34.96

**BillCode**

Recurring	Unscheduled	Services	First 3 Bins On Site
<b>On Site Service</b>		<b>On Site Service:</b>	
2035	2075	Standard Mini Console	<b>First 3 Bins of any size will be the monthly Minimum service charge of \$43.70</b>
2021	2061	Standard Console	
2022	2062	65 Gallon	
2023	2063	95 Gallon	
2024	2064	Box	
2211	2611	On-call service	
2477		Minimum Service Charge*	\$43.70

<b>Additional Rates</b>		Additional Rates	
2400 / 2401		Container Pickup / Delivery	\$10.00
2370		Labor	\$68.65
208,620,872,088		Plastics DESTRUCTION	\$0.75

Pricing is for services provided directly by Iron Mountain, within 50 miles of an Iron Mountain tr

Unless otherwise specified, pricing is for paper based shredding services. Shredding of other ap  
separately.

Customer Locations with restricted access or non-standard service requirements may be subject

A fee of \$85 per bin shall be assessed to separate non-paper materials from secure shred bins.

Special Project Services provided outside the scope of routine services will be quoted on a per p

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published l

A Minimum Shredding Service Charge is applicable to all work orders. This charge will apply whe

Secure Shredding Rates shall remain fixed 36 months after the effective date of the Agreement

DEFINITIONS)

Each Additional Off Site	Per
	\$5.00 Container
	\$5.00 Container
	\$5.00 Container
	\$5.00 Container
	\$5.00 Box
	Work Order
	Work Order

Each Additional On Site	Per
	\$7.00 Container
	\$7.00 Container
	\$7.00 Container
	\$7.00 Container
	\$7.00 Box
	Work Order
	Work Order
	UoM
	\$10.00 Container
	\$68.65 Hour
	\$0.75 Per Pound

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transportation depot. Services performed out of Iron

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provided non paper-based media shall be quoted

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to additional fees.

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project basis. Pricing for transactional services listed  
by the US Department of Energy. This charge is  
in the total work order fees do not meet the

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**Standard Pathology**

(SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

	Per
Initial Move / Inventory Adds	Cubic Foot
Temperature Controlled Storage	Cubic Foot
Receiving & Entry	Case
Regular Retrieval - Case	Case
Rush Retrieval - Case	Case
Regular Refile - Case	Case
Permanent Withdrawal - Case from Container	Case Plus Regular Retrieval Charge
Regular Retrieval - Container	Cubic Foot + Labor
Regular Refile - Container	Cubic Foot + Labor
Rush Retrieval - Container	Cubic Foot + Labor
Permanent Withdrawal - Container	Cubic Foot plus Regular Retrieval Charge
Regular Interfile	Slide or Block
Individual Listing	Case
Minimum Service Order Charge	Order
Monthly Minimum Storage	Month
Next Day Delivery	Visit + Handling
Regular Pickup	Visit + Handling
Rush Delivery - Business Day	Visit + Handling
Rush Delivery - Weekend / Holiday / After Hours	Visit + Handling
Rush Pick up - Business Day	Visit + Handling
Miscellaneous Services - Labor	Hour
re-boxing charge	labor + new container cost
Handling	Cubic Foot
Administrative Fee (Summary Billing)	Account ID per Month
Administrative Fee (Detailed Billing)	Account ID per Month
Fuel Surcharge	Transportation Visit

***Fuel Surcharge - A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel. Iron Mountain reserves the right to adjust pricing based on scope of service. Pricing does not apply to services performed within 50 miles from an Iron Mountain Service Depot.***

***Pricing for services not listed shall be done at Iron Mountain list rate. Please see the Customer Information page at <http://cic.ironmountain.com>***



See Project

\$ 2.15

\$ 5.56

\$ 2.98

\$ 6.75

\$ 2.98 **Please Note,**

\$ 3.20 **pricing**

\$ 3.35 **assumes net**

\$ 6.75 **new**

\$ 3.35 **materials.**

\$ 3.29 **Final rate**

\$ 4.63 **schedule shall**

\$ 0.58 **be provided at**

\$ 14.50 **the time of**

\$ 156.00 **request and**

**shall be based**

\$ 36.34 **on the scope**

\$ 56.45 **of service (#**

\$ 112.00 **tapes stored,**

\$ 225.00 **frequency,**

\$ 36.34 **etc.)**

\$ 58.00

\$ 58.00

\$ 3.47



\$ 25.65

\$ 64.10

see below

*fuel as published by the US*

*ly to locations more than 50*

*Center for more information at*



### Standard Storage and Services

(SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

Billcode	Product Description
890	Carton Storage
880	Carton Storage
850	Receiving and Entry-Carton
122	Regular Retrieval-Carton
162	Regular Refile-Carton
121	Regular Retrieval-File From Carton
161	Regular Refile - File
330	Archival Destruction-Carton
1881, 1891	Open Shelf Medical
1883, 1893	Open Shelf Storage-X-Ray
1850	Open Shelf - Receiving and Entry
1121	Open Shelf Regular Retrieval- File
1161	Open Shelf Regular Refile
1329	Open Shelf - Archival Destruction
1141	Open Shelf - Rush Retrieval- File
211	Next Day Delivery - Order by 3:00 PM for delivery next Business Day
220	Transport Handling Charge
216	Regular Pickup - Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.

### Premium Storage and Services

(SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)

329	Archival Destruction-File from Carton
334	Perm Withdrawal-Carton
333	Perm Withdrawal-File
1333	Open Shelf - Permant Withdrawal
141	Rush Retrieval-File From Carton
142	Retrieval Carton Rush
190	Interfile
1190	Open Shelf - Interfile
1340	Open Shelf Individual Listing
213	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.
214	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

- 217 Rush Pickup - Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.
- 215 Rush Delivery-Weekends/Holidays/After Hrs - Delivery within 4 hours of placement of Order.
- 212 Next Day Trips Zone 2
- 227 Next Day Trips Zone 3
- 232 Next Day Trips Zone 4
- 233 Next Day Trips Zone Metro
- 234 Next Day Trips MetroNYC
- 261 Pick-up-per trip Zone 2
- 262 Pick-up-per trip Zone 3
- 263 Pick-up-per trip Zone 4
- 264 Pick-up-per trip Zone Metro
- 265 Pick-up-per trip MetroNYC

#### **Other Program Fees**

**(SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)**

- 318 Admin Fee - Summary
- 319 Admin Fee - Detailed
  - Fuel Surcharge

#### **Custom Storage and Services (SEE: <https://www.ironmountain.com/support/>)**

##### **Custom Storage and Services**

**(SEE: <https://www.ironmountain.com/support/how-it-works> FOR SERVICE DEFINITIONS)**

- 3370 Miscellaneous Services-Hourly Labor
  - 180 Photocopy
  - 410 Fax Transmission

Re-Boxing Charge

- 340 Individual List/Indexing
- 3475 Storage Minimum Charge
- 3476 Minimum Service Charge
  - RFID Z Label
  - RFID T Label

4235 #2000A AUTO-FOLD LETTER/LEGAL (1.2cf)  
4255 #2000 STANDARD CARTON LETTER/LEGAL (1.2cf)  
4320 #450 LETTER TRANSFILE CARTON (2.4CF)  
4330 #550 LEGAL TRANSFILE CARTON (3.6CF)  
4220 #200 X-RAY CARTON

121 Image on Deamnd - Retrieval, File  
161 Image on Deamnd - Refile, File  
3476 Image on Deamnd - Service Order Minimum  
Image on Demand - Imaging Minimum (Includes first 50 Images)  
Image on Demand - Digital Images Scanned (in excess of the first 50 images)  
Image on Demand - Hourly Labor  
Image on Demand - Professional Services

Tier 1		Tier 2		Tier 3		Advisory /
0 – 10,000cf		10,001 – 50,000cf		50,001 – 100,000+ cf		Aggregation Tier
\$	0.298	\$	0.244	\$	0.200	
\$	0.298	\$	0.244	\$	0.200	
\$	2.118	\$	1.733	\$	1.386	
\$	2.662	\$	2.178	\$	1.742	
\$	2.662	\$	2.178	\$	1.742	
\$	3.570	\$	2.921	\$	2.336	Customers who qualify for the aggregation tier will receive a minimum 5% additional discount from the Tier 3 rates. Iron Mountain will work directly with member to create a mutually agreeable price schedule
\$	3.570	\$	2.921	\$	2.336	
\$	3.237	\$	2.648	\$	2.119	
\$	3.025	\$	2.475	\$	1.980	
\$	0.612	\$	0.501	\$	0.401	
\$	0.924	\$	0.756	\$	0.605	
\$	3.872	\$	3.168	\$	2.534	
\$	2.087	\$	1.708	\$	1.366	
\$	2.087	\$	1.708	\$	1.366	
\$	1.997	\$	1.634	\$	1.307	
\$	7.590	\$	7.590	\$	7.590	
\$	25.229	\$	20.642	\$	16.513	
\$	2.420	\$	1.980	\$	1.584	
\$	25.229	\$	20.642	\$	16.513	

Tier 1		Tier 2		Tier 3		Advisory /
0 – 10,000cf		10,001 – 50,000cf		50,001 – 100,000+ cf		Aggregation Tier
\$	4.023	\$	3.292	\$	2.633	
\$	1.997	\$	1.634	\$	1.307	
\$	2.00	\$	1.63	\$	1.31	
\$	1.997	\$	1.634	\$	1.307	
\$	9.570	\$	9.570	\$	9.570	
\$	7.260	\$	7.260	\$	7.260	
\$	8.800	\$	8.800	\$	8.800	
\$	5.885	\$	5.885	\$	5.885	
\$	0.737	\$	0.737	\$	0.737	
\$	63.360	\$	63.360	\$	63.360	Members who qualify for the aggregation tier will
\$	125.675	\$	125.675	\$	125.675	

\$	125.675	\$	125.675	\$	125.675	receive a minimum 5% additional discount from the Tier 3 rates. Iron Mountain will work directly with member to create a mutually agreeable price schedule
\$	252.450	\$	252.450	\$	252.450	
\$	43.229	\$	38.642	\$	34.513	
\$	49.229	\$	44.642	\$	40.513	
\$	55.229	\$	50.642	\$	46.513	
\$	32.229	\$	27.642	\$	23.513	
\$	40.229	\$	35.642	\$	31.513	
\$	43.229	\$	38.642	\$	34.513	
\$	49.229	\$	44.642	\$	40.513	
\$	55.229	\$	50.642	\$	46.513	
\$	32.229	\$	27.642	\$	23.513	
\$	40.229	\$	35.642	\$	31.513	

	<b>Tier 1</b>		<b>Tier 2</b>		<b>Tier 3</b>	<b>Advisory /</b>
	<b>0 – 10,000cf</b>		<b>10,001 – 50,000cf</b>		<b>50,001 – 100,000+ cf</b>	<b>Aggregation Tier</b>
\$	44.950	\$	44.950	\$	44.950	\$ 44.950
\$	92.750	\$	92.750	\$	92.750	\$ 92.750

How-it-works FOR SERVICE DEFINITIONS)

	<b>Tier 1</b>		<b>Tier 2</b>		<b>Tier 3</b>	<b>Advisory /</b>
	<b>0 – 10,000cf</b>		<b>10,001 – 50,000cf</b>		<b>50,001 – 100,000+ cf</b>	<b>Aggregation Tier</b>
\$	65.120	\$	65.120	\$	65.120	
\$	0.825	\$	0.825	\$	0.825	
\$	1.100	\$	1.100	\$	1.100	
\$	5.000	\$	5.000	\$	5.000	Members who qualify for the aggregation tier will receive a minimum 5% additional discount from the
\$	0.737	\$	0.737	\$	0.737	
\$	171.600	\$	171.600	\$	171.600	
\$	16.500	\$	16.500	\$	16.500	
\$	0.660	\$	0.660	\$	0.660	
\$	0.660	\$	0.660	\$	0.660	

\$	0.66	\$	0.66	\$	0.66	Tier 3 rates. Iron
\$	4.92	\$	4.92	\$	4.92	Mountain will work
\$	3.60	\$	3.60	\$	3.60	directly with member
\$	6.24	\$	6.24	\$	6.24	to create a mutually
\$	7.36	\$	7.36	\$	7.36	agreeable price
\$	3.570	\$	2.921	\$	2.336	schedule
\$	3.237	\$	2.648	\$	2.119	
\$	16.500	\$	16.500	\$	16.500	
\$	23.50	\$	23.50	\$	21.50	
\$	0.22	\$	0.22	\$	0.20	
\$	65.120	\$	65.120	\$	65.120	
\$	298.513	\$	298.513	\$	298.513	



**Per**

Cubic Foot  
Cubic Foot  
Cubic Foot  
Cubic Foot  
Cubic Foot  
Cubic Foot  
File  
File  
CF plus Regular Retrieval  
Linear Foot  
Linear Foot  
Linear Foot  
Linear Foot  
Linear Foot  
File plus Regular Retrieval  
File  
Visit plus Handling  
Charges  
Cubic Foot  
Visit plus Handling  
Charges

**Per**

File plus Regular Retrieval  
Charge and Handling  
Charge  
CF plus Regular Retrieval  
Charge  
File plus Regular Retrieval  
Charge  
File plus Regular Retrieval  
Charge  
File  
Cubic Foot  
Each  
Each  
File  
Visit plus Handling  
Charges  
Visit plus Handling  
Charges



Each

Each

Each

Each

Each

File

File

Order

Order

Image

Hour

Hour

SIN	Item
<b>Secure IT Asset Disposition Services (SIN 51-507)</b>	
51-507	SD01
51-507	SD02
51-507	SD03
51-507	SD04
51-507	SD05
51-507	SD06
51-507	SD07
51-507	SD08
51-507	SD09
51-507	SD10
51-507	SD11
51-507	SD12
51-507	SD13
51-507	SD14
51-507	SD15
51-507	SD16
51-507	SD17
51-507	SD18
51-507	SD19
51-507	SD20
51-507	SD21
51-507	SD22
51-507	SD23
51-507	SD24
51-507	SD25
51-507	SD26

## SITAD

Service Offering	Price
Offsite – Bulk Tapes/Plastics	\$0.37
Offsite – Bulk Hard Drives	\$10.55
Offsite – Bulk Mixed Hard Drives/Tapes	\$1.20
Offsite – Vault Itemized Tapes	\$1.68
Offsite – Vault Itemized Hard Drives	\$5.77
Onsite - Itemized Tapes/Plastics - 1-1000	\$3.74
Onsite - Itemized Tapes/Plastics - 1001-2000	\$3.20
Onsite - Itemized Tapes/Plastics - 2001-3000	\$2.89
Onsite - Itemized Tapes/Plastics - 3001-4000	\$2.35
Onsite - Itemized Tapes/Plastics - 4001-5000	\$2.04
Onsite - Itemized Tapes/Plastics - 5001+	\$1.81
Onsite - Itemized Hard Drives - 1-250	\$13.90
Onsite - Itemized Hard Drives - 251-500	\$12.83
Onsite - Itemized Hard Drives - 501-1000	\$10.69
Onsite - Itemized Hard Drives - 1001-1500	\$8.55
Onsite - Itemized Hard Drives - 1501-2500	\$7.49
Onsite - Itemized Hard Drives - 2501+	\$6.41
Onsite - Mobilization Fee >100 Miles	\$6.21
Onsite - Order Minimum	\$1,511.34
Offsite - Bulk E-waste Recycling up to 500 lbs	\$240.57
Offsite - Bulk E-waste Recycling 500+ lbs (Per lb. greater than 500 lbs.)	\$0.48
IT Asset Audit & Remarketing	\$11.55
Media Destruction – Standard Run (within 50 mile radius)	\$48.12
Shipping - Tape Destruction	\$149.16
Shipping - Hard Drive, e-Waste, Remarketing	\$336.81
Labor - On-site Packing (Per person, per hour)	\$48.12

SIN	Item
<b>Data Center Colocation Services (SIN 51-600)</b>	
51-600	DC01



Service Offering	Price
General Data Center Colocation Services	Call for Quote

Item	Service Offering	Price
DMC01	Slotted Media Storage	\$ 0.17
DMC02	Round Reel Tape Storage	\$ 0.32
DMC03	Closed Container (Small)	\$ 7.28
DMC04	Closed Container (Medium)	\$ 11.55
DMC05	Closed Container (Large)	\$ 12.26
DMC06	Tape Handling	\$ 0.19
DMC07	Closed and Transport Container Handling	\$ 1.26
DMC08	Transport Container	\$ 4.49
DMC09	Transport Carts	\$ 120.25
DMC12	Critical Special Delivery	\$ 167.53
DMC13	Scheduled Service – Same Building/ Same Campus	\$ 0.42
DMC15	Monthly Minimum Fee	\$ 168.52
DMC16	Administration Fee	\$ 16.59
TBD	Storage Cart	\$ 120.25
DMC10	Scheduled Service – Monthly (1-2 Trips per month) (Within 50 Mile Radius)	\$ 33.17
TBD	Scheduled Service – Weekly (3-10 Trips per month)	\$ 40.48
TBD	Scheduled Service – Daily (11 plus Trips per month)	\$ 33.17
TBD	Closed Container (Extra Large)	\$ 54.08
TBD	Closed Container (Compact)	\$ 7.28
TBD	Media Destruction	TBD
TBD	Special Project	TBD
TBD	Media Handling (minimum \$24.83 per month)	\$ 0.53
TBD	Closed Container Handling	\$ 2.60
TBD	Transport Container Handling	\$ 2.60
TBD	Transport Container	\$ 8.80
TBD	Standard Special Transport (24 hours)	\$ 134.27
TBD	Holiday Charge*	\$ 124.10
TBD	Container Locks	\$ 14.89
TBD	Security Clips	\$ 3.41



## Digitization Services

Task / Description	SLED Price/Unit	Unit of Measure
Standard Scanning - Minimum Fee (DMS01)	\$333.46	Project
Standard Scanning - Tier 1 (DMS02)	\$0.077	Image
Standard Scanning - Tier 2 (DMS03)	\$0.063	Image
Standard Scanning - Tier 3 (DMS04)	\$0.052	Image
Standard Scanning - Tier 4+ Minimum Fee (DMS05)	\$94,395.70	Project
Standard Scanning - Tier 4 (DMS06)	\$0.047	Image
Standard Scanning - Tier 5 (DMS07)	\$0.043	Image
Standard Scanning - Tier 6 (DMS08)	\$0.040	Image
Bound Book Scanning - Minimum Fee (DMS09)	\$1,026.04	Project
Bound Book Scanning - Tier 1 (DMS10)	\$0.250	Image
Bound Book Scanning - Tier 2 (DMS11)	\$0.238	Image
Bound Book Scanning - Tier 3 (DMS12)	\$0.226	Image
Bound Book Scanning - Tier 4+ Minimum Fee (DMS13)	\$51,301.99	Project
Bound Book Scanning - Tier 4 (DMS14)	\$0.190	Image
Bound Book Scanning - Tier 5 (DMS15)	\$0.175	Image
Bound Book Scanning - Tier 6 (DMS16)	\$0.175	Image
Flatbed Scanning - Minimum Fee (DMS17)	\$2,052.08	Project
Flatbed Scanning - Tier 1 (DMS18)	\$0.431	Image
Flatbed Scanning - Tier 2 (DMS19)	\$0.421	Image
Flatbed Scanning - Tier 3 (DMS20)	\$0.410	Image
Flatbed Scanning - Tier 4+ Minimum Fee (DMS21)	\$51,301.99	Project
Flatbed Scanning - Tier 4 (DMS22)	\$0.343	Image
Flatbed Scanning - Tier 5 (DMS23)	\$0.319	Image
Flatbed Scanning - Tier 6 (DMS24)	\$0.319	Image
Color Setup - Regular-size paper (DMS25)	\$307.82	Project
Document Preparation - Light (DMS26)	\$0.018	Image
Document Preparation - Standard (DMS27)	\$0.031	Image
Document Preparation - Heavy (DMS28)	\$0.065	Image
Document Reassembly - Simple (DMS29)	\$0.003	Image
Document Reassembly - Partial (DMS30)	\$0.014	Image
Document Reassembly - Full (DMS31)	\$0.032	Image
Scan Resolution - 300dpi - Standard (DMS32)	\$0.005	Image
Scan Resolution - 300dpi - Bound Book (DMS33)	\$0.074	Image
Scan Resolution - 300dpi - Flatbed (DMS34)	\$0.155	Image
Quality Assurance - 100% vs. Image (DMS35)	\$0.030	Image
Quality Assurance - With Clean-up (DMS36)	\$0.009	Image
Image Output - Searchable PDF (DMS37)	\$0.004	Image
Indexing - Standard (DMS38)	\$0.007	Keystroke
Indexing - Bound Book (DMS39)	\$0.008	Keystroke

Indexing - Flatbed (DMS40)	\$0.009	Keystroke
Document Classification - Standard 2-5 Doc Types (DMS41)	\$0.003	Image
Document Classification - Standard 6-10 Doc Types (DMS42)	\$0.006	Image
Document Classification - Standard 11-25 Doc Types (DMS43)	\$0.011	Image
Document Classification - Flatbed 2-5 Doc Types (DMS44)	\$0.012	Image
Document Classification - Flatbed 6-10 Doc Types (DMS45)	\$0.029	Image
Document Classification - Flatbed 11-25 Doc Types (DMS46)	\$0.054	Image
Wide Format B Scanning - Minimum Fee (DMS47)	\$3,591.14	Project
Wide Format B Scanning - Tier 1 (DMS48)	\$0.783	Image
Wide Format B Scanning - Tier 2 (DMS49)	\$0.614	Image
Wide Format C Scanning - Minimum Fee (DMS50)	\$4,104.16	Project
Wide Format C Scanning - Tier 1 (DMS51)	\$0.857	Image
Wide Format C Scanning - Tier 2 (DMS52)	\$0.674	Image
Wide Format D Scanning - Minimum Fee (DMS53)	\$5,130.20	Project
Wide Format D Scanning - Tier 1 (DMS54)	\$1.026	Image
Wide Format D Scanning - Tier 2 (DMS55)	\$0.804	Image
Wide Format E Scanning - Minimum Fee (DMS56)	\$6,669.26	Project
Wide Format E Scanning - Tier 1 (DMS57)	\$1.383	Image
Wide Format E Scanning - Tier 2 (DMS58)	\$1.085	Image
Color Setup - Wide-format (DMS59)	\$307.82	Project
Wide-format Document Preparation - Light (DMS60)	\$0.079	Image
Wide-format Document Preparation - Standard (DMS61)	\$0.408	Image
Wide-format Document Preparation - Heavy (DMS62)	\$1.010	Image
Wide-format Document Reassembly - Simple (DMS63)	\$0.039	Image
Wide-format Document Reassembly - Partial (DMS64)	\$0.083	Image
Wide-format Document Reassembly - Full (DMS65)	\$0.214	Image
Scan Resolution - Wide Format B (DMS66)	\$0.552	Image
Scan Resolution - Wide Format C (DMS67)	\$0.640	Image
Scan Resolution - Wide Format D (DMS68)	\$0.829	Image
Scan Resolution - Wide Format E (DMS69)	\$1.239	Image
Quality Assurance - 100% vs. Image (DMS70)	\$0.024	Image
Quality Assurance - With Clean-up (DMS71)	\$0.005	Image
Image Output - Searchable PDF (DMS72)	\$0.004	Image
Indexing - Wide-format (DMS73)	\$0.008	Keystroke
Microfilm Scanning - Minimum Fee (DMS74)	\$15.39	Roll
Microfilm Scanning - 16mm (DMS75)	\$0.008	Image
Microfilm Scanning - 35mm (DMS76)	\$0.032	Image
Microfiche Scanning - Minimum Fee (DMS77)	\$0.51	Sheet
Microfiche Scanning - COM (DMS78)	\$0.014	Image
Microfiche Scanning - Jacketed / Step & Repeat (DMS79)	\$0.030	Image
Aperture Card Scanning - Minimum Fee (DMS80)	\$25.650	Project
Aperture Card Scanning - Hollerith Punch Code (DMS81)	\$0.184	Image
Aperture Card Scanning - Non-Hollerith Punch Code (DMS82)	\$0.257	Image
Digital Archive Writer (DMS83)	\$0.020	Image
16mm Duplicate - Silver Halide (DMS84)	\$41.483	Roll
16mm Duplicate - Diazo (DMS85)	\$9.368	Roll
35mm Duplicate - Silver Halide (DMS86)	\$47.947	Roll

35mm Duplicate - Diazo (DMS87)	\$12.773	Roll
Diazo Duplicate - Microfiche (DMS88)	\$0.955	Sheet
Diazo Duplicate - Aperture Cards (DMS89)	\$0.974	Sheet
Imaging Data Entry Specialist (DMS90)	\$33.64	Hour
Imaging Operations Manager (DMS91)	\$91.78	Hour
Imaging Production Coordinator (DMS92)	\$42.21	Hour
Imaging Production Specialist I (DMS93)	\$34.56	Hour
Imaging Production Specialist II (DMS94)	\$37.59	Hour
Imaging Production Supervisor (DMS95)	\$54.84	Hour
Implementation Manager - DMS (DMS96)	\$87.02	Hour
Software Engineer (DMS97)	\$105.15	Hour
Principal Software Engineer (DMS98)	\$125.73	Hour



## Program Management

Task / Description	SLED Price/Unit	Unit of Measure
<b>OPERATIONS SERVICES</b>		
Vault Specialist (OS1)	\$38.11	Hour
Vault Coordinator (OS2)	\$62.46	Hour
Records Specialist (OS3)	\$38.11	Hour
Records Coordinator (OS4)	\$62.46	Hour
Operations Supervisor (OS5)	\$71.98	Hour
Project Specialist (OS6)	\$38.11	Hour
Project Coordinator (OS7)	\$62.46	Hour
Project Supervisor (OS8)	\$69.86	Hour
Operations Manager (OS9)	\$103.74	Hour
Data Entry Specialist (OS10)	\$34.94	Hour
Data Entry Coordinator (OS11)	\$44.46	Hour
Quality Assurance Specialist (OS12)	\$34.94	Hour
Quality Assurance Coordinator (OS13)	\$44.46	Hour
ROI Specialist (OS14)	\$32.82	Hour
ROI Coordinator (OS15)	\$62.46	Hour
Courier Assistant (OS16)	\$35.99	Hour
Courier Light Truck (OS17)	\$42.35	Hour
Courier Heavy Truck (OS18)	\$52.93	Hour
Courier Tractor Trailer (OS19)	\$52.93	Hour
Transportation Service Coordinator (OS20)	\$58.23	Hour
Transportation Supervisor (OS21)	\$71.98	Hour
<b>PROGRAM MANAGEMENT</b>		
Program Manager I (PM1)	\$117.50	Hour
Program Manager II (PM2)	\$129.15	Hour
Program Director (PM3)	\$176.79	Hour
Program Executive (PM4)	\$245.59	Hour
Systems Engineer I (PM5)	\$81.51	Hour
Systems Engineer II (PM6)	\$106.92	Hour
Systems Administration Manager I (PM7)	\$131.26	Hour
Systems Administration Manager II (PM8)	\$174.67	Hour
Systems Architect (PM9)	\$147.14	Hour
Principal Engineer (PM10)	\$196.90	Hour
Implementation Manager I (PM11)	\$85.75	Hour
Implementation Manager II (PM12)	\$101.62	Hour

# Information Governance Advisory Services Overview

## Solution

**Information Governance Advisory Services**

**The General Data Protection Regulation (GDPR)**

**Industry Specific Retention Schedules**

**Description**

Iron Mountain® Advisory Services combine technology with deep expertise and broad experience. Advisory Services are provided by a team of information governance (IG) professionals who have dedicated themselves to the intricacies of retention, privacy, compliance and risk management.

Advisory Services can work with you to review, improve or accelerate:

- Retention
- Privacy
- Policy and overall IG assessments
- Policy and program development and enhancement
- Content classification
- Metadata application

Advisory Services is one of the industry's largest IG consultancies with over 20 years of experience providing holistic IG services to evolving enterprise organizations. From lawyers and legal researchers to records managers and library scientists, our IG professionals take the time to understand your specific needs and provide a detailed project plan with a timetable for deliverables.

\*For a detailed list of Advisory/Consulting Services Labor Categories, Descriptions, and Pricing, see the IG Labor Categories Tab.

The GDPR has the power to change the way your business can collect, process, use and transfer personal data. Not only will you need to know and prove where your personal data is stored, you may also need to change the way you collect it. Subject access requests will have even shorter timescales as fines for noncompliance hit new levels. And that's just the start.

You may need to appoint a Data Protection Officer (DPO) and re-think how you report data loss or theft.

As the regulatory environment is changing in the US, and around the world, Policy Center can help you by providing up to date laws specific to your industry so you can keep your retention schedule current. We are adding pre-built industry standard retention schedules on an ongoing basis. Please check back on this page for the latest industry retention schedules available in Policy Center Standard Edition.

With Policy Center Professional and Enterprise Editions, you can receive continuously updated regulations for multiple industries including any combination of the above or other industries outside the above list. Through Policy Center Enterprise Edition you'll receive both retention and privacy legal citations.



**Rate**

Call for Quote

Call for Quote

\*See Retention Mgmt and  
Retention Mgmt with Privacy  
Tabs for Pricing

## Information Governance Advisory Services - Labor Categories and Pricing

<b>Commercial Labor Category</b>	<b>Minimum / General Experience and Years of Experience</b>
Managing Principal	12 years of consulting and/or directly relevant industry experience
Principal	10 years of consulting and/or directly relevant industry experience
Senior Consultant	5 years of consulting and/or directly relevant industry experience

Consultant	3 years of consulting and/or directly relevant industry experience
Technical Project Manager	5 years of consulting and/or directly relevant industry experience
Architect	5 years of consulting and/or directly relevant industry experience
Solutions Consultant	3 years of consulting and/or directly relevant industry experience
Records Analyst	1 year of support experience

Legal Researcher

3 years of consulting and/or directly relevant industry experience





## Functional Responsibility

Lead executive responsible for the execution of an Information Governance program and manager of Iron Mountain Principals and other resources delivering the program. This person is an acknowledged expert in Information Governance across the full lifecycle from Strategy through Policy Development, Implementation of both program and system and Operation of the program.

This person typically has 15+ years of progressive experience leading and implementing programs involving Information Governance, Records Management, Enterprise Content Management/Business Process Management, Data Management, Automated Classification of Content. Managing Principals may have backgrounds, academic degrees and certifications that have been focused on consulting, law & compliance or on Information Technology used to support Information Governance programs.

Lead executive responsible for execution of the engagement. An expert in Information Governance and leading Information Governance initiatives. Serves in an advisory capacity, providing members of the project team and the client organization a level of quality review to help guide the project to remain on schedule and within budget. Provides management and technical review, industry and Information Governance insight, issue resolution, and employs proven problem solving techniques, directs critical decision making. Responsible for ensuring quality assurance.

Typically 10+ years of progressive experience leading and implementing programs involving Information Governance, Records Management, Enterprise Content Management/Business Process Management, Data Management, and Automated Classification of Content. Principals may have backgrounds, academic degrees and certifications that have been focused on consulting, law & compliance or on Information Technology used to support Information Governance programs.

Lead consultant responsible for development of consulting deliverables required for the engagement. Is the primary point of contact with client executives. Assumes responsibility for day to day project delivery and oversight of key business enablers on projects and identification of needs for new tools. Assumes regular interaction and communications with the delegated Client representatives. Maintains responsibility for managing Iron Mountain solutions, delegating appropriate consulting resources, and fostering quality assurance principles across projects and deliverables and using problem solving techniques to resolve issues.

Typically, 7+ years progressive experience developing Information Governance deliverables. An expert in one or more aspects of Information Governance. Senior Consultants may have backgrounds, academic degrees and certifications that have been focused on consulting, law & compliance or on Information Technology used to support Information Governance programs.

Supports Senior Consultant in the development of deliverables. Provides analytical and program support, and is focused on high performance work. Completes assigned engagement tasks within the project scope and budget, while meeting deliverable requirements. Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities.

Typically, 3+ years progressive experience developing Information Governance deliverables. An expert in one or more aspects of Information Governance. Consultants may have backgrounds, academic degrees and certifications that have been focused on consulting, law & compliance or on Information Technology used to support Information Governance programs.

Project Manager who leads the implementation of software projects (e.g., Enterprise Content Management, Business Process Management, Automated Content Classification, Database Archiving). Provides technical guidance and project management functions associated with client requirements including, financial management of projects through budget monitoring; recruitment of qualified personnel to support unique client environments; assist in the development and writing of client work plans and budgets. Involved in process and productivity improvement, as well as systems alignment. Organizational assessments, and program audits, and evaluations are also performed by this position.

Typically 7+ years of IT project management, A STEM degree and certified in project management

Designs solutions based on Information Governance, Enterprise Content Management, Business Process Management, Automated Content Classification and Database Archiving platforms. Oversees development and delivery of those solutions.

Typically 7+ years of IT solution design and development, A STEM degree and applicable product design and implementation certifications.

Designs and develops solutions based on Information Governance, Enterprise Content Management, Content Classification and database archiving platforms under the direction of the Architect.

Typically 5+ years of IT solution design and development, A STEM degree and applicable product design and implementation certifications.

Assists in the classification of physical and electronic content in accordance with the information governance policies governing that content.

Typically a Bachelor's degree and 2+ years of records classification or eDiscovery experience.

Conducts legal research regarding information governance (retention, privacy, security, etc.) and assists in mapping legal authorities to client record classes.

Typically 3+ years of legal research experience. Bachelor's degree plus JD or paralegal certification.



<b>Educational Requirements</b>	<b>SLED Price/Unit</b>
BA/ BS	\$ 359.91
BA/ BS	\$ 264.64
BA/ BS	\$ 188.42

BA/ BS	\$ 132.32
BA/ BS	\$ 199.01
BA/ BS	\$ 237.12
BA/ BS	\$ 201.74
High School Diploma	\$ 113.27

BA/ BS	\$ 112.21
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## Policy Center Subscription

Estimate only, subject to revision based on specific scope requirements; includes the following

- Retention legal research/citations (General Business Entities & SLED)
- U.S. Federal + 50 States and Territories
- Optional services included in pricing

Project Milestone	Price (USD)
Mobilize	\$ 6,411.00
Deploy Policy Center (PCS) (Recurring Annually)	\$ 9,588.00
Classification Scheme Renovation	\$ 23,335.00
Validate Classification Scheme	\$ 5,772.00
Conduct and Deliver Retention Research	\$ 28,000.00
Map and Deliver Retention Schedule	\$ 12,816.00
Validate Records Retention Schedule	\$ 3,992.00
Deploy Records Retention Schedule	\$ 7,333.00
Maintain Legal Subscription (GRS) (Recurring Annually)	\$ 6,160.00
(Optional) Attend Monitoring & RRS Maintenance (Recurring Annually)	\$ 7,786.00
(Optional) Develop IG/RIM Policy	\$ 22,224.00
(Optional) Develop IG/RIM Training	\$ 14,816.00
(Optional) Develop IG/RIM Audit Program	\$ 22,224.00
<b>Estimated Project Total Year 1</b>	<b>\$ 170,457.00</b>
Policy Center Subscription (PCS)	\$ 9,588.00
Maintain Legal Subscription (GRS)	\$ 6,160.00
(Optional) Attend Monitoring & RRS Maintenance	\$ 7,786.00
	<b>\$ 23,534.00</b>



g:

<b>Deliverables</b>
Decisions framework; project plan; import current record retention schedule
Professional version
Update and modernize record retention schedule
Includes 3 validation workshops
Provision of legal data from Legal Subscription (GRS)
Map citations to record classes; set global rules and exceptions; map privacy obligations
Includes 2 legal and business reviewer workshops
Create portal; train admin users
Legal data continuous maintenance
<a href="#">Iron Mountain reviews subscription updates and recommends changes</a>
Renew PCS subscription
Renew GRS retention subscription
<a href="#">Annual monitoring and recommendations</a>

## Policy Center Subscription

Estimate only, subject to revision based on specific scope requirements; includes the following

- Retention legal research/citations (General Business Entities & SLED)
- U.S. Federal + 50 States and Territories
- Optional services included in pricing

Project Milestone	Price (USD)
Mobilize	\$ 11,267.00
Deploy Policy Center (PCS) (Recurring Annually)	\$ 34,800.00
Classification Scheme Renovation	\$ 23,335.00
Validate Classification Scheme	\$ 5,772.00
Develop Privacy Content	\$ 29,334.00
Map Privacy Content	\$ 28,593.00
Conduct and Deliver Retention Research	\$ 28,000.00
Conduct and Deliver Privacy Research	\$ 1,500.00
Map and Deliver Retention Schedule	\$ 13,010.00
Validate Records Retention Schedule	\$ 3,992.00
Deploy Records Retention Schedule	\$ 7,333.00
Maintain Subscription (GRS) (Recurring Annually)	\$ 6,160.00
Maintain Privacy Subscription (GRS) (Recurring Annually)	\$ 330.00
(Optional) Attend Monitoring & RRS Maintenance (Recurring Annually)	\$ 7,904.00
(Optional) Develop IG/RIM Policy	\$ 22,224.00
(Optional) Develop IG/RIM Training	\$ 14,816.00
(Optional) Develop IG/RIM Audit Program	\$ 22,224.00
<b>Estimated Project Total Year 1</b>	<b>\$ 260,594.00</b>
Policy Center Subscription (PCS)	\$ 34,800.00
Maintain Legal Subscription (GRS)	\$ 6,160.00
Maintain Privacy Subscription	\$ 330.00
(Optional) Attend Monitoring & RRS Maintenance	\$ 7,904.00
<b>Estimated Recurring Subscriptions and Fees (Year 2 Onward)</b>	<b>\$ 49,194.00</b>

g:

<b>Deliverables</b>
Decisions framework; project plan; import current record retention schedule
Enterprise version
Update and modernize record retention schedule
Includes 3 validation workshops
Includes 25 surveys; develop record type library, data sources, processing activities
Map record types, data sources, data owners, & processing activities; create data flow maps
Provision of legal data from Legal Subscription (GRS)
Provision of privacy requirements from GRS
Map citations to record classes; set global rules and exceptions; map privacy obligations
Includes 2 legal and business reviewer workshops
Create portal; train admin users
Legal data continuous maintenance
Privacy data continuous maintenance
<a href="#">Iron Mountain reviews subscription updates and recommends changes</a>
Renew PCS subscription
Renew GRS retention subscription
Renew GRS privacy subscription
<a href="#">Annual monitoring and recommendations</a>

## Digital Transformation Services

Solution
Iron Mountain InSight™
Media Restoration and Migration

Iron Mountain InSight™

Media Restoration and Migration

**Workflow Automation**

**Clean Start**



**Description**

Most organizations recognize the potential of their data but struggle to uncover its value because they have too much unstructured and unclassified information, lack the internal resources and skills to analyze it, or both.

By combining Iron Mountain’s content analytics, data management and information governance expertise with Google Cloud’s Machine Learning (ML) and Artificial Intelligence (AI) capabilities, you can mine your data to uncover new revenue stream opportunities and cost savings.

For many organizations, moving to a cloud environment is a key element to modernize their IT infrastructure. However, skyrocketing data volumes makes it difficult to make that first data ingest into the cloud, or in the event of widespread disruption, recovery of a large volume of data.

Additionally, transmitting large volumes of data through a limited network can take days if not months to complete. And while an organization can increase the size of their network bandwidth, the cost to do so is prohibitive.

Iron Mountain Iron Cloud Data Migration is an Iron Mountain managed data migration service that enables you to move massive amounts of data, in and out of the cloud without the challenges or expense of limited network bandwidth. Using a specially designed appliance, Iron Mountain leverages our security, logistical expertise and chain-of-custody to provide an offline transportation methodology to move large volumes of data for first time cloud ingest or large scale retrieval.

Business Process Management (BPM) can systematically make organizational workflows more effective and efficient. Workflow automation eliminates the administrative tedium – provides time for higher-value work, faster processing and increased accuracy.

Our Workflow Automation solutions are powered by Hyland's best-in class technology. Whether you are looking for a faster and more accurate monthly close, or want more time to be able to put the human back in Human Resources, we have a solution that will support your department's critical business goals.

Workflow Automation powered by Hyland will allow your business to:

- Automate back office workflows and reduce your IT burden
- Avoid capital investment
- Reduce operating costs

Moving or renovating your workspace? Iron Mountain can access your current space, manage the clean-out process and offer practical advice on how to best manage your information moving forward.





**Rate**

Call for Quote

Call for Quote

Modules priced on separate Tab

Call for Quote

OMNIA Partners Workflow Automation

Product Name
<b>Iron Mountain OnBase Workflow Automation Bundle - Includes Multi-User Server, Unity Client, Document Import Pricessor (1), Encrypted Alpha Keywords and Encrypted Disk Groups</b>
<b>First 20 Workflow Automation Client Licenses (any combination)</b>
Multi-User Server
Single User Server
Concurrent Client
Concurrent Client (101-200)
Concurrent Client (201+)
Workstation Client
Workstation Client (101-200)
Workstation Client (201+)
Named User Client (1-100)
Named User Client (101-200)
Named User Client (201+)
Production Document Imaging (TWAIN)
Production Document Imaging (TWAIN) (2+)
Production Document Imaging (TWAIN) (Named Use)
Production Document Imaging (TWAIN) (Named Use) (2+)
Production Document Imaging (ISIS)
Production Document Imaging (ISIS) (2+)
Disconnected Scanning (1)
Disconnected Scanning (2+)
Desktop Document Imaging (15 ppm max)
Desktop Document Imaging (30 ppm max)
Desktop Document Imaging (Unlimited)
Desktop Document Imaging (Named Use)
Desktop Document Imaging (Named Use)
Web Scanning Named User
Front Office Scanning
Express Scanning
Bar Code Recognition Server
Production Document Imaging (Kofax or TWAIN) (1)
Production Document Imaging (Kofax or TWAIN) (2+)
Advanced Capture
Ad-hoc Advanced Capture
Document Packaging & Delivery
Integration for Open Text Fax Server, RightFax Edition
Integration for Esker Fax
Integration for Canon uniFLOW (1-10 Devices)
Integration for Canon uniFLOW (11-50 Devices)
Integration for Canon uniFLOW (Enterprise)
Integration for Fuji Xerox MFD
Integration for Fuji Xerox MFD (Unlimited)
ICR Support for Advanced Capture

Interactive Data Capture
Automated Redaction
Virtual Print Driver
Signature Pad Interface (TWAIN)
Bar Code Generator
Image Segment Archiver
Full-Page OCR
Asian Language OCR
Image-Only Multi-User Server
Image-Only Concurrent Client
Image-Only Workstation Client
Image-Only Named User Client
COLD/ERM
Advanced COLD/ERM
PCL Input Filter
AFP Input Filter
Document Import Processor
XML Index Document Import Processor
Advanced Document Import Processor
XML Tag Import Processor
Remittance Processor
Directory Import Processor
PDF Input Filter
COLD/ERM-Only Multi-User Server
COLD/ERM-Only Concurrent Client
COLD/ERM-Only Workstation Client
COLD/ERM-Only Named User Client
PDF Framework
Conversion Tool for Ricoh eCabinet
Workflow Concurrent Client SL (1-20)
Workflow Concurrent Client SL (21-50)
Workflow Concurrent Client SL (51-100)
Workflow Concurrent Client SL (101-300)
Workflow Concurrent Client SL (301-1,000)
Workflow Concurrent Client SL (1,001+)
Workflow Workstation Client SL (1-20)
Workflow Workstation Client SL (21-50)
Workflow Workstation Client SL (51-100)
Workflow Workstation Client SL (101-300)
Workflow Workstation Client SL (301-1,000)
Workflow Workstation Client SL (1,001+)
Workflow Named User Client SL (1-20)
Workflow Named User Client SL (21-50)
Workflow Named User Client SL (51-100)
Workflow Named User Client SL (101-300)
Workflow Named User Client SL (301-1,000)
Workflow Named User Client SL (1,001+)
Workflow Approval Management
WorkView Concurrent Client SL (1-20)
WorkView Concurrent Client SL (21-50)

WorkView Concurrent Client SL (51-100)
WorkView Concurrent Client SL (101-300)
WorkView Concurrent Client SL (301-1,000)
WorkView Concurrent Client SL (1,001+)
WorkView Workstation Client SL (1-20)
WorkView Workstation Client SL (21-50)
WorkView Workstation Client SL (51-100)
WorkView Workstation Client SL (101-300)
WorkView Workstation Client SL (301-1,000)
WorkView Workstation Client SL (1,001+)
WorkView Named User Client SL (1-20)
WorkView Named User Client SL (21-50)
WorkView Named User Client SL (51-100)
WorkView Named User Client SL (101-300)
WorkView Named User Client SL (301-1,000)
WorkView Named User Client SL (1,001+)
Workflow/WorkView Concurrent Client SL (1-20)
Workflow/WorkView Concurrent Client SL (21-50)
Workflow/WorkView Concurrent Client SL (51-100)
Workflow/WorkView Concurrent Client SL (101-300)
Workflow/WorkView Concurrent Client SL (301-1,000)
Workflow/WorkView Concurrent Client SL (1,001+)
Workflow/WorkView Workstation Client SL (1-20)
Workflow/WorkView Workstation Client SL (21-50)
Workflow/WorkView Workstation Client SL (51-100)
Workflow/WorkView Workstation Client SL (101-300)
Workflow/WorkView Workstation Client SL (301-1,000)
Workflow/WorkView Workstation Client SL (1,001+)
Workflow/WorkView Named User Client SL (1-20)
Workflow/WorkView Named User Client SL (21-50)
Workflow/WorkView Named User Client SL (51-100)
Workflow/WorkView Named User Client SL (101-300)
Workflow/WorkView Named User Client SL (301-1,000)
Workflow/WorkView Named User Client SL (1,001+)
Information Management Concurrent Client
Information Management Concurrent Client
Information Management Concurrent Client
Information Management Concurrent Client
Information Management Concurrent Client
Information Management Concurrent Client
E-Forms
Mobile Access for iPhone®
Mobile Access for iPad®
Mobile Access for Android®
Mobile Access for Windows
Business Activity Monitoring
OnBase Interaction with ShareBase
Business Rules Engine
Conversion Framework for Aspose
Conversion From Microsoft Office to Image Framework

Integration for DocuSign eSignature
Digital Signatures
Digital Signing Server
Document Composition
Enterprise Document Composition
Workflow Departmental Server
Workflow Enterprise Server
Workflow Concurrent Client
Workflow Workstation Client
Workflow Named User Client
WorkView Server
WorkView Concurrent Client
WorkView Workstation Client
WorkView Named User Client
Workflow/WorkView Concurrent Client
Workflow/WorkView Workstation Client
Workflow/WorkView Named User Client
Web Server
Unity Client Server
Image Forms (Enterprise)
External Access Client
External Access Client Read Only User
External Access Client Contribute User
External Access Client Full Access User
Unity Forms
StatusView
Unity Briefcase
Unity Briefcase
Unity Briefcase
EDM Services
Office Business Application
Office Business Application
Web Parts for Microsoft SharePoint
Archive Services for Microsoft SharePoint
Content Connector for Microsoft SharePoint
Hyland Broker for Microsoft Office (Hyland Office Broker)
Integration for Microsoft Search
Document Knowledge Transfer & Compliance
Enterprise Web Access for Document Knowledge Transfer & Compliance
Collaboration
Integration for ESRI
Print Distribution
Document Transfer
Document Tracking
Document Tracking (11-25)
Document Tracking (26-50)
Document Tracking (51-100)
Document Tracking (101+)
Full-Text Search
Enterprise Search - Initial Bundle

Enterprise Search - Additional Production Server
Enterprise Search - Additional Test Server
Context Search Framework
Content Composer Core Server
Content Composer Additional Non-Production for Core Server
Content Composer Concurrent End User Client
Content Composer Concurrent Studio Administrator Client
Content Compsoer xData
Content Composer SAP Integration
Content Composer Odin Output Management Server
Content Composer - Additional Output Format - AFP
Content Composer - Additional Output Format - PDF/A
Content Composer - Additional Output Format - PCL5/HPGL
Content Composer - Additional Output Format - PCL6
Content Composer - Additional Output Format - PostScript
Content Composer - Additional Output Format - VPS
Content Composer - Additional Output Format - ASCII/EBCDIC
Content Composer - Additional Output Format - XPS
Content Composer - Additional Output Format - XML
Content Composer - Additional Output Format - HTML
Content Composer - Additional Output Format - SVG
Content Composer - Additional Output Format - PC Printer
Content Composer - Additional Output Format - Raster Format
CAD Services
CAD Document Viewer Concurrent Client
Integration for Microsoft Outlook
WorkView Integration for Microsoft Outlook
Gateway Caching Server
Mailbox Importer
Reporting Dashboards
Report Mining
Exception Reports
Application Enabler
Enterprise Application Enabler
Admissions Process Automation for PeopleSoft
Financial Aid Process Automation for PeopleSoft
TC/TCE Process Automation for PeopleSoft
Admissions Process Automation for Banner
Financial Aid Process Automation for Banner
TC/TCE Process Automation for Banner
Admissions Process Automation for Colleague
Financial Aid Process Automation for Colleague
TC/TCE Process Automation for Colleague
Enterprise Integration Server (EIS)
BizTalk Server 2013 Standard (Runtime Restricted-Use)
Archival API
Integration for Trinisys
Reverse API
Web Services Publishing
Web Services Publishing Executed Web Service Call



Query API (Initial 500 queries/hour) (Thick Client)
Query API (Additional block of 500 queries/hour) (Thick Client)
Query API (Initial 500 queries/hour) (Core)
Query API (Additional block of 500 queries/hour) (Core)
Unity Integration Toolkit
Single Sign-On for Microsoft Active Directory Service
Single Sign-On for CA eTrust SiteMinder
Single Sign-On for IBM Tivoli Access Manager
Single Sign-On for PeopleSoft Enterprise
Single Sign-On for OnBase Entrust
Single Sign-On for RSA Access Manager
Single Sign-On for SAML
Single Sign-On for Microsoft Active Directory Federation Services
Single Sign-On for Central Authentication Service (CAS)
Encrypted Alpha Keywords
Encrypted Disk Groups
Integration for eCopy ShareScan
Enterprise Integration for eCopy ShareScan
Integration for Biscom FAXCOM
Integration for HP Connect
Integration for HP Connect
Integration for HP Connect
Integration for HP Connect
Integration for HP Connect
Integration for Sharp MFP
Integration for Sharp MFP
Integration for Sharp MFP
Integration for KYOCERA
Integration for KYOCERA - Enterprise
Integration for Xerox MFP
Integration for Konica Minolta bizhub MarketPlace MFP
Integration for Konica Minolta Dispatcher Phoenix
Connector for use with SAP ArchiveLink
Bar Code Import for use with SAP ArchiveLink
Print List and Data Archive for use with SAP ArchiveLink
Business Indexing Connector for use with SAP ArchiveLink
Image Statements (1-10,000)
Image Statements (10,001-50,000)
Image Statements (50,001+)
OMR Marks Generator
Document Distribution
Statement Composition
Document Retention
Physical Records Management
Records Management
Distributed Disk Services
Storage Integration for EMC Centera
Storage Integration for IBM Tivoli
CD Authoring
DVD Authoring

Blu-ray Authoring
Automated CD Authoring
Automated DVD Authoring
Automated CD/DVD Publishing (1-100)
Automated CD/DVD Publishing (101+)
Publishing
Aggregate Publishing
Encrypted CD/DVD Publishing
Export
Ad-hoc IRD Printing
Integration for Linedata Capitalstream
Image Cash Letter Generator (X9.37)
Posting File Generator
NSF File Processor
Branch Capture
Branch Capture
Integration for A2IA CAR/LAR
Integration for A2IA CAR/LAR
Integration for A2IA CAR/LAR
Integration for A2IA CAR/LAR
Integration for A2IA CAR/LAR
Integration with Q2 Software
Integration for Misy's FusionBanking Credit Management Enterprise
Local Government Licensing Bundle
Local Government Concurrent Client
Local Government Workflow Concurrent Client SL
Local Government Named User Client
Local Government Workflow Named User Client SL
Local Government Image Forms
Local Government Workflow/Workview Concurrent SL
Local Government Workview Concurrent Client SL
Local Government Workflow/WorkView Named User Client SL
Local Government WorkView Named User Client SL
Local Government Full Text Search
Local Government Production Document Imaging (Kofax or TWAIN)
Local Government Production Document Imaging (Kofax or TWAIN)
Local Government Production Document Imaging (TWAIN)
Local Government Production Document Imaging (TWAIN)
Local Government Production Document Imaging (ISIS)
Local Government Production Document Imaging (ISIS)
Local Government Disconnected Scanning
Local Government Disconnected Scanning
Local Government Integration for Microsoft Outlook
Local Government Office Business Application
Local Government Application Enabler
Local Government Enterprise Application Enabler
Local Government Virtual Print Driver
Local Government Encrypted Alpha Key Words
Local Government Encrypted Disk Groups
Local Government Records Management

Local Government Document Retention
Local Government Distributed Disk Services
Local Government Integration for Tempest Development Group
Local Government Integration for Azteca Cityworks
Local Government Plan Review Concurrent Client
Local Government Plan Review Named User Client
Local Government Plan Review Integration Toolkit
Local Government Web Server
Local Government Agenda Voting
Local Government Advanced Capture
Local Government Document Composition
Local Government Integration for YouTube for Meeting Video
Local Government Integration for CityView
OnBase Agenda
Agenda Voting
Agenda Concurrent Client
Agenda To Go
Agenda Media
Agenda Media
Agenda Media
Integration for YouTube for Meeting Video
OnBase Plan Review
Plan Review Concurrent Client
Plan Review Named User Client
Plan Review Integration Toolkit
Integration for Tempest Development Group
Integration for Accela
Integration for Azteca Cityworks
Public Sector Constituency Web Access
Public Sector Constituency Web Access (Workflow)
Integration for CourtView
Integration for CityView
Medical Records Management Solution
Medical Records Coding Interface
Medical Records Transcription Interface
MRMS Chart Completion Concurrent Client
Appeals and Grievances
Release of Information
Integration for Optum CAC
Integration for 3M CAC
Integration for Nuance CAC
EDI 810 Processor
EDI 835 EOB Processor (HIPAA 5010)
EDI 837 Processor (HIPAA 5010)
HL7 Module
Integration for Epic (Enterprise)
Integration for Epic (Enterprise) Bed Count
Epic Concurrent Client
Epic Concurrent Client
Epic Concurrent Client



RCM Workstation Client
EDI TS 130 Processor
Silver OnBase Hosting
Gold OnBase Hosting
Platinum OnBase Hosting
Double Platinum OnBase Hosting

Hyland Cloud Licenses and Services:

1. Hyland Cloud pricing is comprised of two components: 1) software subscription fees and 2) hc
2. All standard contracts are thirty-six (36) months. All direct deals now have thirty-six month term
3. Additional storage fees may apply to specific solutions.

<b>Training</b>
Advanced Capture Solutions Training Class
Advanced Capture Solutions Training Class
Advanced System Administration
Advanced System Administration
Application Enabler - Online
Application Enabler - Online
Basic Electronic Forms - Online
Custom Customer Training
Custom Customer Training
OnBase End User Training
OnBase System Administrator Recertification - Online
OnBase Workflow Administrator Recertification - Online
Partner Hosted Customer Training Course
System Administration
System Administration
System Administration
System Administration
TechQuest
Web Server / Application Enabler Administration
Web Server / Application Enabler Administration
Web Server Online
Web Server Online
Workflow Design
Workflow Design
Workflow Design
Workflow Design
WorkView Implementation
WorkView Implementation
<b>Support</b>
Installation
Consulting
Conversion Consulting
Capture Consulting
Database Services

Custom Reporting
Business Continuity Planning
Database Platform Migration Services
Software Development
Consulting (CSG)
Enterprise Solutions Consulting
Daily Project Management Services
Program Management
<b>Maintenance/ Yearly</b>
{see above}
<b>Implementation</b>
{see above}
<b>Professional Services</b>
Managing Principal
Principal

Senior Consultant

Consultant

Technical Project Manager

Architect



Solutions Consultant

Records Analyst

Legal Researcher

Enterprise Content Management Software

Part No.	Product Description	List Price
		\$ 2,150.00
OBIPW1	Workflow, Server Modules	\$ 8,000.00
OBIPA1	Workflow, Server Modules	\$ 1,000.00
CTIPC1	Workflow, Client Modules	\$ 1,400.00
CTIPC2	Workflow, Client Modules	\$ 1,200.00
CTIPC3	Workflow, Client Modules	\$ 1,000.00
CTIPW1	Workflow, Client Modules	\$ 700.00
CTIPW2	Workflow, Client Modules	\$ 600.00
CTIPW3	Workflow, Client Modules	\$ 500.00
CTIPN1	Workflow, Client Modules	\$ 700.00
CTIPN2	Workflow, Client Modules	\$ 600.00
CTIPN3	Workflow, Client Modules	\$ 500.00
TIIPW1	Workflow, Imaging and Capture	\$ 5,000.00
TIIPW2	Workflow, Imaging and Capture	\$ 3,000.00
TIIPN1	Workflow, Imaging and Capture	\$ 5,000.00
TIIPN2	Workflow, Imaging and Capture	\$ 3,000.00
ASIPW1	Workflow, Imaging and Capture	\$ 5,000.00
ASIPW2	Workflow, Imaging and Capture	\$ 3,000.00
DSIPW1	Workflow, Imaging and Capture	\$ 5,000.00
DSIPW2	Workflow, Imaging and Capture	\$ 3,000.00
AIPW1	Workflow, Imaging and Capture	\$ 500.00
AIPW2	Workflow, Imaging and Capture	\$ 1,000.00
AIPW3	Workflow, Imaging and Capture	\$ 1,500.00
AIPN1	Workflow, Imaging and Capture	\$ 1,500.00
AIPN2	Workflow, Imaging and Capture	\$ 2,000.00
WSIPN1	Workflow, Imaging and Capture	\$ 500.00
FOIPW1	Workflow, Imaging and Capture	\$ 1,000.00
ESIPW1	Workflow, Imaging and Capture	\$ 1,000.00
BSIPW1	Workflow, Imaging and Capture	\$ 5,000.00
DIIPW1	Workflow, Imaging and Capture	\$ 5,000.00
DIIPW2	Workflow, Imaging and Capture	\$ 3,000.00
IAIPW1	Workflow, Imaging and Capture	\$ 25,000.00
AZIPW1	Workflow, Imaging and Capture	\$ 5,000.00
INVIP1	Workflow, Imaging and Capture	\$ 10,000.00
RFIPW1	Workflow, Imaging and Capture	\$ 6,000.00
FSIP11-EF	Workflow, Imaging and Capture	\$ 6,000.00
CUIPW1	Workflow, Imaging and Capture	\$ 400.00
CUIPW2	Workflow, Imaging and Capture	\$ 300.00
CUIPWE	Workflow, Imaging and Capture	\$ 25,000.00
FUJIPW1	Workflow, Imaging and Capture	\$ 400.00
FUJIPWE	Workflow, Imaging and Capture	\$ 25,000.00
IRIP11	Workflow, Imaging and Capture	\$ 5,000.00

IDCIP1	Workflow, Imaging and Capture	\$ 10,000.00
ARIPW1	Workflow, Imaging and Capture	\$ 20,000.00
PTIPC1	Workflow, Imaging and Capture	\$ 5,000.00
PWIP1	Workflow, Imaging and Capture	\$ 6,000.00
BCIP1	Workflow, Imaging and Capture	\$ 2,000.00
EBIP1	Workflow, Imaging and Capture	\$ 4,000.00
FPIPW1	Workflow, Imaging and Capture	\$ 1,500.00
ALOIPW1	Workflow, Imaging and Capture	\$ 1,000.00
ELIP2	Workflow, Imaging and Capture	\$ 2,000.00
ELIPC2	Workflow, Imaging and Capture	\$ 600.00
ELIPW2	Workflow, Imaging and Capture	\$ 300.00
ELIPN2	Workflow, Imaging and Capture	\$ 300.00
CLIPW1	Workflow, Import Processing	\$ 10,000.00
ACIPW1	Workflow, Import Processing	\$ 35,000.00
PCIPW1	Workflow, Import Processing	\$ 3,000.00
AFIPW1	Workflow, Import Processing	\$ 10,000.00
DPIPW1	Included in Workflow Automation Bundle	\$ 5,000.00
DXIPW1	Workflow, Import Processing	\$ 5,000.00
ADIPW1	Workflow, Import Processing	\$ 20,000.00
XMIPW1	Workflow, Import Processing	\$ 7,000.00
RPIPW1	Workflow, Import Processing	\$ 20,000.00
TYIP1	Workflow, Import Processing	\$ 5,000.00
PIIPW1	Workflow, Import Processing	\$ 7,500.00
ELIP1	Workflow, Import Processing	\$ 2,000.00
ELIPC1	Workflow, Import Processing	\$ 600.00
ELIPW1	Workflow, Import Processing	\$ 300.00
ELIPN1	Workflow, Import Processing	\$ 300.00
PDFIP1	Workflow, Import Processing	\$ 3,000.00
RCIP1	Workflow, Import Processing	\$ 5,000.00
WLIPC1	Workflow, Business Process Automation	\$ 2,200.00
WLIPC2	Workflow, Business Process Automation	\$ 1,800.00
WLIPC3	Workflow, Business Process Automation	\$ 1,600.00
WLIPC4	Workflow, Business Process Automation	\$ 1,400.00
WLIPC5	Workflow, Business Process Automation	\$ 1,200.00
WLIPC6	Workflow, Business Process Automation	\$ 1,100.00
WLIPW1	Workflow, Business Process Automation	\$ 1,400.00
WLIPW2	Workflow, Business Process Automation	\$ 1,100.00
WLIPW3	Workflow, Business Process Automation	\$ 900.00
WLIPW4	Workflow, Business Process Automation	\$ 800.00
WLIPW5	Workflow, Business Process Automation	\$ 700.00
WLIPW6	Workflow, Business Process Automation	\$ 600.00
WLIPN1	Workflow, Business Process Automation	\$ 1,400.00
WLIPN2	Workflow, Business Process Automation	\$ 1,100.00
WLIPN3	Workflow, Business Process Automation	\$ 900.00
WLIPN4	Workflow, Business Process Automation	\$ 800.00
WLIPN5	Workflow, Business Process Automation	\$ 700.00
WLIPN6	Workflow, Business Process Automation	\$ 600.00
WAIP1	Workflow, Business Process Automation	\$ 20,000.00
VLIPC1	Workflow, Business Process Automation	\$ 1,500.00
VLIPC2	Workflow, Business Process Automation	\$ 1,300.00

VLIPC3	Workflow, Business Process Automation	\$ 1,200.00
VLIPC4	Workflow, Business Process Automation	\$ 1,100.00
VLIPC5	Workflow, Business Process Automation	\$ 1,000.00
VLIPC6	Workflow, Business Process Automation	\$ 900.00
VLIPW1	Workflow, Business Process Automation	\$ 900.00
VLIPW2	Workflow, Business Process Automation	\$ 800.00
VLIPW3	Workflow, Business Process Automation	\$ 700.00
VLIPW4	Workflow, Business Process Automation	\$ 600.00
VLIPW5	Workflow, Business Process Automation	\$ 500.00
VLIPW6	Workflow, Business Process Automation	\$ 400.00
VLIPN1	Workflow, Business Process Automation	\$ 900.00
VLIPN2	Workflow, Business Process Automation	\$ 800.00
VLIPN3	Workflow, Business Process Automation	\$ 700.00
VLIPN4	Workflow, Business Process Automation	\$ 600.00
VLIPN5	Workflow, Business Process Automation	\$ 500.00
VLIPN6	Workflow, Business Process Automation	\$ 400.00
WWIPC1	Workflow, Business Process Automation	\$ 2,900.00
WWIPC2	Workflow, Business Process Automation	\$ 2,400.00
WWIPC3	Workflow, Business Process Automation	\$ 2,200.00
WWIPC4	Workflow, Business Process Automation	\$ 2,000.00
WWIPC5	Workflow, Business Process Automation	\$ 1,800.00
WWIPC6	Workflow, Business Process Automation	\$ 1,600.00
WWIPW1	Workflow, Business Process Automation	\$ 1,800.00
WWIPW2	Workflow, Business Process Automation	\$ 1,400.00
WWIPW3	Workflow, Business Process Automation	\$ 1,200.00
WWIPW4	Workflow, Business Process Automation	\$ 1,100.00
WWIPW5	Workflow, Business Process Automation	\$ 1,000.00
WWIPW6	Workflow, Business Process Automation	\$ 900.00
WWIPN1	Workflow, Business Process Automation	\$ 1,800.00
WWIPN2	Workflow, Business Process Automation	\$ 1,400.00
WWIPN3	Workflow, Business Process Automation	\$ 1,200.00
WWIPN4	Workflow, Business Process Automation	\$ 1,100.00
WWIPN5	Workflow, Business Process Automation	\$ 1,000.00
WWIPN6	Workflow, Business Process Automation	\$ 900.00
IMIPC1	Workflow, Business Process Automation	\$ 4,100.00
IMIPC2	Workflow, Business Process Automation	\$ 3,600.00
IMIPC3	Workflow, Business Process Automation	\$ 3,400.00
IMIPC4	Workflow, Business Process Automation	\$ 3,000.00
IMIPC5	Workflow, Business Process Automation	\$ 2,600.00
IMIPC6	Workflow, Business Process Automation	\$ 2,400.00
FMIP11	Workflow, Business Process Automation	\$ 10,000.00
OMIP11-IPHN	Workflow, Business Process Automation	\$ 5,000.00
OMIPW1-IPAD	Workflow, Business Process Automation	\$ 5,000.00
OMIP11-ANDPH	Workflow, Business Process Automation	\$ 5,000.00
OMIP11-WINDO	Workflow, Business Process Automation	\$ 5,000.00
BAIP11	Workflow, Business Process Automation	\$ 10,000.00
OSHIP11	Workflow, Business Process Automation	\$ 5,000.00
BRIP11	Workflow, Business Process Automation	\$ 20,000.00
WTIP11-AS	Workflow, Business Process Automation	\$ 3,000.00
WTIP11	Workflow, Business Process Automation	\$ 3,000.00

DXIPI1	Workflow, Business Process Automation	\$ 15,000.00
DGIPN1	Workflow, Business Process Automation	\$ 200.00
DCIPW1	Workflow, Business Process Automation	\$ 25,000.00
ADIP1	Workflow, Business Process Automation	\$ 20,000.00
BDIPI1	Workflow, Business Process Automation	\$ 50,000.00
WFIPD1	Workflow, Business Process Automation	\$ 10,000.00
WFIP1	Workflow, Business Process Automation	\$ 50,000.00
WFIPC1	Workflow, Business Process Automation	\$ 1,200.00
WFIPW1	Workflow, Business Process Automation	\$ 600.00
WFIPN1	Workflow, Business Process Automation	\$ 600.00
RMIP1	Workflow, Business Process Automation	\$ 10,000.00
RMIPC1	Workflow, Business Process Automation	\$ 1,000.00
RMIPW1	Workflow, Business Process Automation	\$ 500.00
RMIPN1	Workflow, Business Process Automation	\$ 500.00
WCIPC1	Workflow, Business Process Automation	\$ 1,700.00
WCIPW1	Workflow, Business Process Automation	\$ 850.00
WCIPN1	Workflow, Business Process Automation	\$ 850.00
WTIPW1	Workflow, Content Management	\$ 10,000.00
UCSIPI1	Workflow, Content Management	\$ 15,000.00
IMFIPI2	Workflow, Content Management	\$ 25,000.00
EACIPI1	Workflow, Content Management	\$ 2,000.00
EACIPI1-RO	Workflow, Content Management	\$ 2.00
EACIPI1-CO	Workflow, Content Management	\$ 4.00
EACIPI1-FA	Workflow, Content Management	\$ 8.00
UFIPI1	Workflow, Content Management	\$ -
STIPI1	Workflow, Content Management	\$ -
UBIPW1	Workflow, Content Management	\$ 400.00
UBIPW2	Workflow, Content Management	\$ 350.00
UBIPW3	Workflow, Content Management	\$ 300.00
DMIPI1	Workflow, Content Management	\$ 5,000.00
OBAIPI1	Workflow, Content Management	\$ 5,000.00
OBAIPI2	Workflow, Content Management	\$ 15,000.00
SPIPI1	Workflow, Content Management	\$ 5,000.00
MAIPI1	Workflow, Content Management	\$ 5,000.00
SLIPI1	Workflow, Content Management	\$ 3,000.00
HOB-SUB	Workflow, Content Management	\$ 2,400.00
PHIPI1	Workflow, Content Management	\$ 5,000.00
DKTIPI1	Workflow, Content Management	\$ 16,000.00
DKTIPI2	Workflow, Content Management	\$ 20,000.00
COIPI1	Workflow, Content Management	\$ 10,000.00
EGIPI1	Workflow, Content Management	\$ 10,000.00
PDIPW1	Workflow, Content Management	\$ 3,000.00
DTIPI1	Workflow, Content Management	\$ 7,000.00
LDIPW1	Workflow, Content Management	\$ 2,000.00
LDIPW2	Workflow, Content Management	\$ 1,600.00
LDIPW3	Workflow, Content Management	\$ 1,400.00
LDIPW4	Workflow, Content Management	\$ 1,200.00
LDIPW5	Workflow, Content Management	\$ 1,000.00
FTSIPI1	Workflow, Content Management	\$ 20,000.00
PES-PER-0042-0001	Workflow, Content Management	\$ 36,000.00

PES-PER-0043-0001	Workflow, Content Management	\$ 17,000.00
PES-PER-0044-SWAD	Workflow, Content Management	\$ 5,000.00
CFIPI1	Workflow, Content Management	\$ 10,000.00
DOM-PER-0002-0001	Workflow, Customer Communication Management	\$ 60,000.00
DOM-PER-0022-SWAD	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0008-0001	Workflow, Customer Communication Management	\$ 1,000.00
DOM-PER-0007-0001	Workflow, Customer Communication Management	\$ 5,000.00
DOM-PER-0003-0001	Workflow, Customer Communication Management	\$ 20,000.00
DOM-PER-0004-0001	Workflow, Customer Communication Management	\$ 30,000.00
DOM-PER-0005-0001	Workflow, Customer Communication Management	\$ 20,000.00
DOM-PER-0009-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0010-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0011-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0012-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0013-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0014-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0015-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0016-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0017-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0018-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0019-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0020-0001	Workflow, Customer Communication Management	\$ 10,000.00
DOM-PER-0021-0001	Workflow, Customer Communication Management	\$ 10,000.00
CSIPI1	Workflow, Content Management	\$ 5,000.00
CADIPC1	Workflow, Content Management	\$ 1,000.00
OUTIPI1	Workflow, E-mail	\$ 10,000.00
WVOIPI1	Workflow, E-mail	\$ 10,000.00
SGIPW1	Workflow, Access	\$ 5,000.00
SSIPW1	Workflow, E-mail	\$ 10,000.00
RHIPI1	Workflow, Reporting	\$ 10,000.00
RXIPI1	Workflow, Reporting	\$ 15,000.00
ERIP1	Workflow, Reporting	\$ 4,000.00
AEIPI1	Workflow, Integration	\$ 20,000.00
AEIPI2	Workflow, Integration	\$ 50,000.00
ADMIP1	Workflow, Integration	\$ 54,000.00
FINIP1	Workflow, Integration	\$ 45,000.00
TCEIP1	Workflow, Integration	\$ 54,000.00
ADMIP2	Workflow, Integration	\$ 48,000.00
FINIP2	Workflow, Integration	\$ 42,000.00
TCEIP2	Workflow, Integration	\$ 48,000.00
ADMIP3	Workflow, Integration	\$ 45,000.00
FINIP3	Workflow, Integration	\$ 36,000.00
TCEIP3	Workflow, Integration	\$ 45,000.00
EISIP1	Workflow, Integration	\$ 40,000.00
BT2013R2-2CORE	Workflow, Integration	\$ 4,000.00
ARIPI1	Workflow, Integration	\$ 5,000.00
ITIP1	Workflow, Integration	\$ 5,000.00
RVIPI1	Workflow, Integration	\$ 10,000.00
WSPIPI1	Workflow, Integration	\$ 5,000.00
WSPIPI1-C	Workflow, Integration	\$ 0.10

APIPQ1	Workflow, Integration	\$ 10,000.00
APIPQ2	Workflow, Integration	\$ 8,000.00
APIPQ3	Workflow, Integration	\$ 10,000.00
APIPQ4	Workflow, Integration	\$ 8,000.00
UIPI1	Workflow, Integration	\$ 10,000.00
SNIP1	Workflow, Integration	\$ -
SNIP2	Workflow, Integration	\$ 20,000.00
SNIP3	Workflow, Integration	\$ 25,000.00
SNIP8	Workflow, Integration	\$ 5,000.00
SNIP12	Workflow, Integration	\$ 15,000.00
SNIP13	Workflow, Integration	\$ 30,000.00
SNIP14	Workflow, Integration	\$ 10,000.00
SNIP15	Workflow, Integration	\$ 2,000.00
SNIP16	Workflow, Integration	\$ 10,000.00
AKIP1	Workflow, Integration	\$ 10,000.00
EHIP1	Workflow, Integration	\$ 10,000.00
ECIPW1	Workflow, Document Acquisition Integrations	\$ 1,200.00
EEIP1	Workflow, Document Acquisition Integrations	\$ 50,000.00
FSIP1-BF	Workflow, Document Acquisition Integrations	\$ 6,000.00
HPIPW1	Workflow, Document Acquisition Integrations	\$ 400.00
HPIPW2	Workflow, Document Acquisition Integrations	\$ 350.00
HPIPW3	Workflow, Document Acquisition Integrations	\$ 300.00
HPIPW4	Workflow, Document Acquisition Integrations	\$ 250.00
HPIPWE	Workflow, Document Acquisition Integrations	\$ 50,000.00
OSIPW1	Workflow, Document Acquisition Integrations	\$ 400.00
OSIPW2	Workflow, Document Acquisition Integrations	\$ 300.00
OSIPW3	Workflow, Document Acquisition Integrations	\$ 25,000.00
KCIPW1	Workflow, Document Acquisition Integrations	\$ 200.00
KCIPWE	Workflow, Document Acquisition Integrations	\$ 25,000.00
XRIPW1	Workflow, Document Acquisition Integrations	\$ 200.00
KMIPW1	Workflow, Document Acquisition Integrations	\$ 200.00
KDIPW1	Workflow, Document Acquisition Integrations	\$ 750.00
SAIP1	Workflow, ERP Integrations	\$ 30,000.00
SBIP1	Workflow, ERP Integrations	\$ 10,000.00
SDIP1	Workflow, ERP Integrations	\$ 10,000.00
SIIP1	Workflow, ERP Integrations	\$ 15,000.00
ISIP1	Workflow, Statements	\$ 1,500.00
ISIP2	Workflow, Statements	\$ 1,000.00
ISIP3	Workflow, Statements	\$ 500.00
OMIP1	Workflow, Statements	\$ 3,000.00
DDIP1	Workflow, Statements	\$ 1,000.00
SCIPW1	Workflow, Statements	\$ 10,000.00
DRIP1	Workflow, Records Management	\$ 10,000.00
PRIP1	Workflow, Records Management	\$ 15,000.00
RIIP1	Workflow, Records Management	\$ 20,000.00
DSIP1	Workflow, Storage and Export	\$ 5,000.00
CTIP1	Workflow, Storage and Export	\$ 20,000.00
TVIP1	Workflow, Storage and Export	\$ 20,000.00
CDIPW1	Workflow, Storage and Export	\$ 1,000.00
DVIPW1	Workflow, Storage and Export	\$ 2,000.00



BAIPW1	Workflow, Storage and Export	\$ 4,000.00
AAIPW1	Workflow, Storage and Export	\$ 5,000.00
AVIPW1	Workflow, Storage and Export	\$ 8,000.00
ADIPC1	Workflow, Storage and Export	\$ 5,000.00
ADIPC2	Workflow, Storage and Export	\$ 4,000.00
PBIAI1	Workflow, Storage and Export	\$ 2,000.00
PBIP1	Workflow, Storage and Export	\$ 1,000.00
EPIPI1	Workflow, Storage and Export	\$ 5,000.00
EXIPC1	Workflow, Storage and Export	\$ 5,000.00
PTIPI1	Workflow, Banking & Treasury	\$ 5,000.00
LCIPI1	Workflow, Banking & Treasury	\$ 15,000.00
P9IPW1	Workflow, Banking & Treasury	\$ 10,000.00
PFIPW1	Workflow, Banking & Treasury	\$ 5,000.00
RGIPW1	Workflow, Banking & Treasury	\$ 5,000.00
BRIPW1	Workflow, Banking & Treasury	\$ 3,000.00
BRIPW2	Workflow, Banking & Treasury	\$ 1,500.00
CRIPW1	Workflow, Banking & Treasury	\$ 1,600.00
CRIPW2	Workflow, Banking & Treasury	\$ 1,400.00
CRIPW3	Workflow, Banking & Treasury	\$ 1,200.00
CRIPW4	Workflow, Banking & Treasury	\$ 1,000.00
CRIPW5	Workflow, Banking & Treasury	\$ 800.00
Q2IPI2	Workflow, Banking & Treasury	\$ 10,000.00
CLIPI1	Workflow, Banking & Treasury	\$ 10,000.00
GOVT-B-LOCAL	Workflow, Government	\$ 20,000.00
GV-B-MU2-CTIPC1	Workflow, Government	\$ 650.00
GV-B-MU2-WLIPC1	Workflow, Government	\$ 1,000.00
GV-B-MU2-CTIPN1	Workflow, Government	\$ 400.00
GV-B-MU2-WLIPN1	Workflow, Government	\$ 700.00
GV-B-MU2-IMFIPI2	Workflow, Government	\$ 10,000.00
GV-B-MU2-WWIPC1	Workflow, Government	\$ 1,740.00
GV-B-MU2-VLIPC1	Workflow, Government	\$ 900.00
GV-B-MU2-WWIPN1	Workflow, Government	\$ 1,080.00
GV-B-MU2-VLIPN1	Workflow, Government	\$ 540.00
GV-B-MU2-FTSIPI1	Workflow, Government	\$ 12,000.00
GV-B-MU2-DIIPW1	Workflow, Government	\$ 2,000.00
GV-B-MU2-DIIPW2	Workflow, Government	\$ 800.00
GV-B-MU2-TIIPW1	Workflow, Government	\$ 2,000.00
GV-B-MU2-TIIPW2	Workflow, Government	\$ 800.00
GV-B-MU2-ASIPW1	Workflow, Government	\$ 2,000.00
GV-B-MU2-ASIPW2	Workflow, Government	\$ 800.00
GV-B-MU2-DSIPW1	Workflow, Government	\$ 2,000.00
GV-B-MU2-DSIPW2	Workflow, Government	\$ 800.00
GV-B-MU2-OUTIPI1	Workflow, Government	\$ 4,000.00
GV-B-MU2-OBIAPI1	Workflow, Government	\$ 2,000.00
GV-B-MU2-AEAPI1	Workflow, Government	\$ 6,000.00
GV-B-MU2-AEAPI2	Workflow, Government	\$ 20,000.00
GV-B-MU2-PTIPC1	Workflow, Government	\$ 3,500.00
GV-B-MU2-AKIPI1	Workflow, Government	\$ 6,000.00
GV-B-MU2-EHIPI1	Workflow, Government	\$ 6,000.00
GV-B-MU2-RIIPI1	Workflow, Government	\$ 8,000.00

GV-B-MU2-DRIP1	Workflow, Government	\$ 4,000.00
GV-B-MU2-DSIP1	Workflow, Government	\$ 2,000.00
GV-B-MU2-ITDIP1	Workflow, Government	\$ 6,000.00
GV-B-MU2-ACWIP1	Workflow, Government	\$ 6,000.00
GV-B-MU2-OPRIPC1	Workflow, Government	\$ 3,000.00
GV-B-MU2-OPRIPN1	Workflow, Government	\$ 1,750.00
GV-B-MU2-PRTIPI1	Workflow, Government	\$ 6,000.00
GV-B-MU2-WTIPW1	Workflow, Government	\$ 4,000.00
GV-B-MU2-AVTIPI1	Workflow, Government	\$ 8,000.00
GV-B-MU2-IAIPW1	Workflow, Government	\$ 10,000.00
GV-B-MU2-ADIP1	Workflow, Government	\$ 8,000.00
GV-B-MU2-YOUIPI1	Workflow, Government	\$ 8,000.00
GV-B-MU2-ICVIPI1	Workflow, Government	\$ 6,000.00
AGEIPI1	Workflow, Government	\$ 5,000.00
AVTIPI1	Workflow, Government	\$ 15,000.00
AGEIPC1	Workflow, Government	\$ 500.00
ATGIPI1	Workflow, Government	\$ 5,000.00
AGEIS1	Workflow, Government	\$ 6,000.00
AGEIS2	Workflow, Government	\$ 9,000.00
AGEIS3	Workflow, Government	\$ 12,000.00
YOUIPI1	Workflow, Government	\$ 20,000.00
OPRIPI1	Workflow, Government	\$ 7,500.00
OPRIPC1	Workflow, Government	\$ 5,000.00
OPRIPN1	Workflow, Government	\$ 2,500.00
PRTIPI1	Workflow, Government	\$ 15,000.00
ITDIP1	Workflow, Government	\$ 15,000.00
AAIP1	Workflow, Government	\$ 10,000.00
ACWIP1	Workflow, Government	\$ 15,000.00
GWIP1	Workflow, Government	\$ 0.01
PSIP1	Workflow, Government	\$ 0.05
ICIP1	Workflow, Government	\$ 15,000.00
ICVIPI1	Workflow, Government	\$ 15,000.00
MRIP1	Workflow, Healthcare	\$ 25,000.00
MGIP1	Workflow, Healthcare	\$ 20,000.00
MOIP1	Workflow, Healthcare	\$ 10,000.00
MRIPC1	Workflow, Healthcare	\$ 3,000.00
ANGIP1	Workflow, Healthcare	\$ 95,000.00
RUIPI1	Workflow, Healthcare	\$ 50.00
OPIPI1	Workflow, Healthcare	\$ 30,000.00
3MIP1	Workflow, Healthcare	\$ 30,000.00
NUIP1	Workflow, Healthcare	\$ 30,000.00
P1IPW1	Workflow, Healthcare	\$ 10,000.00
P5IPW1-5010	Workflow, Healthcare	\$ 15,000.00
P7IPW1-5010	Workflow, Healthcare	\$ 15,000.00
HLIPW1	Workflow, Healthcare	\$ 25,000.00
EMIP16	Workflow, Healthcare	\$ 100,000.00
EMIP6	Workflow, Healthcare	\$ 100.00
ECIPC1	Workflow, Healthcare	\$ 1,500.00
ECIPC2	Workflow, Healthcare	\$ 1,250.00
ECIPC3	Workflow, Healthcare	\$ 1,000.00

ECHIP1	Workflow, Healthcare	\$ 100.00
ECHIP2	Workflow, Healthcare	\$ 75.00
ECHIP3	Workflow, Healthcare	\$ 50.00
OMHIP1	Workflow, Healthcare	\$ 100.00
OMHIP2	Workflow, Healthcare	\$ 75.00
OMHIP3	Workflow, Healthcare	\$ 50.00
OPVIP1	Workflow, Healthcare	\$ 100.00
HOSIP1	Workflow, Healthcare	\$ 800.00
HOSIP2	Workflow, Healthcare	\$ 1,200.00
MERCIP1	Workflow, Healthcare	\$ 25,000.00
MERCIPW1	Workflow, Healthcare	\$ 700.00
MCIP1	Workflow, Healthcare	\$ 20,000.00
DEIP1	Workflow, Healthcare	\$ 20,000.00
GEIP1	Workflow, Healthcare	\$ 25,000.00
CNIP3	Workflow, Healthcare	\$ 50,000.00
EYIP3	Workflow, Healthcare	\$ 50,000.00
KGIP1	Workflow, Healthcare	\$ 15,000.00
ALIP1	Workflow, Healthcare	\$ 5,000.00
ALIPW1	Workflow, Healthcare	\$ 200.00
GMIP1	Workflow, Healthcare	\$ 5,500.00
GCIPC1	Workflow, Healthcare	\$ 800.00
GUIPW1	Workflow, Healthcare	\$ 3,300.00
GIIPW1	Workflow, Healthcare	\$ 1,000.00
GSIPW1	Workflow, Healthcare	\$ 500.00
DSIPC1	Workflow, Healthcare Imaging and Capture	\$ 6,000.00
DSIPC2	Workflow, Healthcare Imaging and Capture	\$ 2,400.00
FOIPC1	Workflow, Healthcare Imaging and Capture	\$ 1,200.00
EIPPC1	Workflow, Healthcare Imaging and Capture	\$ 1,200.00
EIIPW1	Workflow, Healthcare Imaging and Capture	\$ 1,000.00
IBIP1	Workflow, Healthcare Imaging and Capture	\$ 25,000.00
DENIP1	Workflow, Revenue Cycle Management	\$ 40,000.00
HIIPW1	Workflow, Revenue Cycle Management	\$ 1,500.00
EDIIP1	Workflow, Revenue Cycle Management	\$ 25,000.00
EDIIPW1	Workflow, Revenue Cycle Management	\$ 10,000.00
AAHIP1	Workflow, Revenue Cycle Management	\$ 7,500.00
RCMIPC1	Workflow, Revenue Cycle Management	\$ 2,500.00
RCMIPC2	Workflow, Revenue Cycle Management	\$ 2,100.00
RCMIPC3	Workflow, Revenue Cycle Management	\$ 1,800.00
RCMIPC4	Workflow, Revenue Cycle Management	\$ 1,500.00
RCMIPC5	Workflow, Revenue Cycle Management	\$ 1,300.00
RCMIPC6	Workflow, Revenue Cycle Management	\$ 1,100.00
RCMIPC7	Workflow, Revenue Cycle Management	\$ 1,000.00
RCMIPC8	Workflow, Revenue Cycle Management	\$ 950.00
RCMIPW1	Workflow, Revenue Cycle Management	\$ 1,250.00
RCMIPW2	Workflow, Revenue Cycle Management	\$ 1,050.00
RCMIPW3	Workflow, Revenue Cycle Management	\$ 900.00
RCMIPW4	Workflow, Revenue Cycle Management	\$ 750.00
RCMIPW5	Workflow, Revenue Cycle Management	\$ 650.00
RCMIPW6	Workflow, Revenue Cycle Management	\$ 550.00
RCMIPW7	Workflow, Revenue Cycle Management	\$ 500.00

RCMIPW8	Workflow, Revenue Cycle Management	\$ 475.00
T11PW1	Workflow, Higher Education	\$ 10,000.00
OBOLHOST-SILVER	Silver OnBase Hosting	discounted price per
OBOLHOST-GOLD	Gold OnBase Hosting	discounted price per
OBOLHOST-PLATINUM	Platinum OnBase Hosting	discounted price per
OBOLHOST-DOUBLEPLAT	Double Platinum OnBase Hosting	discounted price per

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ns, but are payable annually upfront on the effective date.

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Related Services

ACTCI1-C	OnBase Educational Training for Customers	\$ 1,680.00
ACTCI2-C	OnBase Educational Training for Customers	\$ 20,000.00
TRSYS3-C	OnBase Educational Training for Customers	\$ 3,000.00
TRSYS4-C	OnBase Educational Training for Customers	\$ 20,000.00
AETWA1-CO	OnBase Educational Training for Customers	\$ 1,200.00
AETWA2-CO	OnBase Educational Training for Customers	\$ 6,720.00
EFTWI1-CO	OnBase Educational Training for Customers	\$ 600.00
TRCCC2	OnBase Educational Training for Customers	\$ 560.00
TRCCC1	OnBase Educational Training for Customers	\$ 4,000.00
TREND1	OnBase Educational Training for Customers	\$ 4,000.00
TRUAW1-CO	OnBase Educational Training for Customers	\$ 300.00
WATWC1-CO	OnBase Educational Training for Customers	\$ 300.00
PHTOI1	OnBase Educational Training for Customers	\$ 18,750.00
TRSYS1-P	OnBase Educational Training for Customers	\$ 2,000.00
TRSYS1-C	OnBase Educational Training for Customers	\$ 3,000.00
TRSYS2-P	OnBase Educational Training for Customers	\$ 12,000.00
TRSYS2-C	OnBase Educational Training for Customers	\$ 20,000.00
TQTCE1-C	OnBase Educational Training for Customers	\$ 3,000.00
TRCSA1-C	OnBase Educational Training for Customers	\$ 3,000.00
TRCSA2-C	OnBase Educational Training for Customers	\$ 20,000.00
WSTWA1-CO	OnBase Educational Training for Customers	\$ 1,200.00
WSTWA2-CO	OnBase Educational Training for Customers	\$ 6,720.00
TRWFE2-P	OnBase Educational Training for Customers	\$ 2,000.00
TRWFE2-C	OnBase Educational Training for Customers	\$ 3,000.00
TRWFE4-P	OnBase Educational Training for Customers	\$ 12,000.00
TRWFE4-C	OnBase Educational Training for Customers	\$ 20,000.00
TRWVI1-C	OnBase Educational Training for Customers	\$ 3,000.00
TRWVI2-C	OnBase Educational Training for Customers	\$ 20,000.00
INSTL1	Workflow, Services, Per-Hour	\$ 215.00
WFCNS1	Workflow, Services, Per-Hour	\$ 215.00
CVCNS1	Workflow, Services, Per-Hour	\$ 250.00
ADCAP1	Workflow, Services, Per-Hour	\$ 215.00
DBSRV1	Workflow, Services, Per-Hour	\$ 215.00

DBSRV1	Workflow, Services, Per-Hour	\$ 215.00
DBSRV1	Workflow, Services, Per-Hour	\$ 215.00
DBSRV1	Workflow, Services, Per-Hour	\$ 215.00
SFTWR1	Workflow, Services, Per-Hour	\$ 250.00
CUSOL1	Workflow, Services, Per-Hour	\$ 215.00
ESGSV1	Workflow, Services, Per-Hour	\$ 215.00
PMSSUP	Workflow, Services, Per-Hour	\$ 215.00
PGMSUP	Workflow, Services, Per-Hour	\$ 250.00
n/a	<p>Lead executive responsible for the execution of an Information Governance program and manager of Iron Mountain Principals and other resources delivering the program. This person is an acknowledged expert in Information Governance across the full lifecycle from Strategy through Policy Development, Implementation of both program and system and Operation of the program.</p> <p>This person typically has 15+ years of progressive experience leading and implementing programs involving Information Governance, Records Management, Enterprise Content Management/Business Process Management, Data Management, Automated Classification of Content. Managing Principals may have backgrounds, academic degrees and certifications that have been focused on consulting, law &amp; compliance or on Information Technology used to support Information Governance programs.</p>	\$ 359.91
n/a	<p>Lead executive responsible for execution of the engagement. An expert in Information Governance and leading Information Governance initiatives. Serves in an advisory capacity, providing members of the project team and the client organization a level of quality review to help guide the project to remain on schedule and within budget. Provides management and technical review, industry and Information Governance insight, issue resolution, and employs proven problem solving techniques, directs critical decision making. Responsible for ensuring quality assurance.</p> <p>Typically 10+ years of progressive experience leading and implementing programs involving Information Governance, Records Management, Enterprise Content Management/Business Process Management, Data Management, and Automated Classification of Content. Principals may have backgrounds, academic degrees and certifications that have been focused on consulting, law &amp; compliance or on Information Technology used to support Information Governance programs.</p>	\$ 264.64

n/a	<p>Lead consultant responsible for development of consulting deliverables required for the engagement. Is the primary point of contact with client executives. Assumes responsibility for day to day project delivery and oversight of key business enablers on projects and identification of needs for new tools. Assumes regular interaction and communications with the delegated Client representatives. Maintains responsibility for managing Iron Mountain solutions, delegating appropriate consulting resources, and fostering quality assurance principles across projects and deliverables and using problem solving techniques to resolve issues.</p> <p>Typically, 7+ years progressive experience developing Information Governance deliverables. An expert in one or more aspects of Information Governance. Senior Consultants may have backgrounds, academic degrees and certifications that have been focused on consulting, law &amp; compliance or on Information Technology used to support Information Governance programs.</p>	\$ 188.42
n/a	<p>Supports Senior Consultant in the development of deliverables. Provides analytical and program support, and is focused on high performance work. Completes assigned engagement tasks within the project scope and budget, while meeting deliverable requirements. Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities.</p> <p>Typically, 3+ years progressive experience developing Information Governance deliverables. An expert in one or more aspects of Information Governance. Consultants may have backgrounds, academic degrees and certifications that have been focused on consulting, law &amp; compliance or on Information Technology used to support Information Governance programs.</p>	\$ 132.32
n/a	<p>Project Manager who leads the implementation of software projects (e.g., Enterprise Content Management, Business Process Management, Automated Content Classification, Database Archiving). Provides technical guidance and project management functions associated with client requirements including, financial management of projects through budget monitoring; recruitment of qualified personnel to support unique client environments; assist in the development and writing of client work plans and budgets. Involved in process and productivity improvement, as well as systems alignment. Organizational assessments, and program audits, and evaluations are also performed by this position.</p> <p>Typically 7+ years of IT project management, A STEM degree and certified in project management</p>	\$ 199.01
n/a	<p>Designs solutions based on Information Governance, Enterprise Content Management, Business Process Management, Automated Content Classification and Database Archiving platforms. Oversees development and delivery of those solutions.</p> <p>Typically 7+ years of IT solution design and development, A STEM degree and applicable product design and implementation certifications.</p>	\$ 237.12

n/a	<p>Designs and develops solutions based on Information Governance, Enterprise Content Management, Content Classification and database archiving platforms under the direction of the Architect.</p> <p>Typically 5+ years of IT solution design and development, A STEM degree and applicable product design and implementation certifications.</p>	\$ 201.74
n/a	<p>Assists in the classification of physical and electronic content in accordance with the information governance policies governing that content.</p> <p>Typically a Bachelor's degree and 2+ years of records classification or eDiscovery experience.</p>	\$ 113.27
n/a	<p>Conducts legal research regarding information governance (retention, privacy, security, etc.) and assists in mapping legal authorities to client record classes.</p> <p>Typically 3+ years of legal research experience. Bachelor's degree plus JD or paralegal certification.</p>	\$ 112.21

















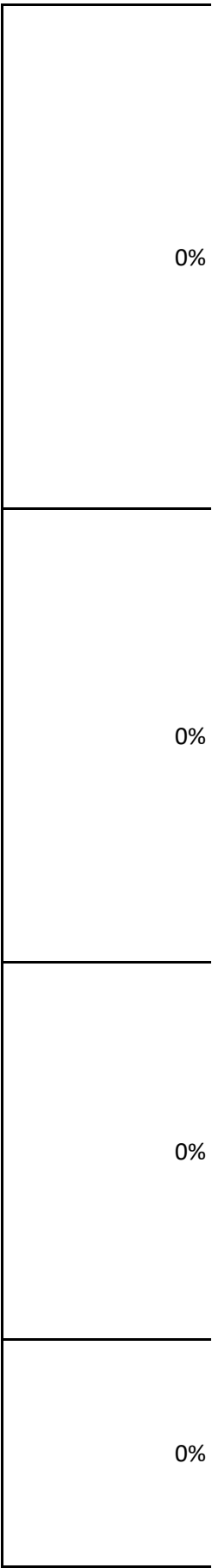












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Module Name	Module Description
<b>Access</b>	
Multi-User Server	<p>Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment.</p> <p>These licenses are not transferable to service bureau customers.</p>
Single User Server	<p>Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance environment.</p> <p>For Single User environments.</p> <p>Licenses are not transferable to service bureau customers.</p>
Concurrent Client	<p>Provides retrieval, viewing, printing, and management of documents.</p> <p>Concurrent Clients have a minimum connection (lease) time of five (5) minutes.</p> <p>Both the OnBase Client or OnBase Web Client can use this license.</p>
Workstation Client	<p>Provides retrieval, viewing, printing, and management of documents.</p> <p>The OnBase Web Client cannot use this license.</p>
Named User Client	<p>Provides retrieval, viewing, printing, and management of documents for a single named user.</p> <p>Both the OnBase Client or OnBase Web Client can use this license.</p>
Unity Client Server	<p>Desktop client built on .NET and WPF that provides a customizable user experience to the desktop. Includes Combined Viewer functionality for visualizing, navigating and personalizing large collections of documents, decisions and data all in one place, from one consolidated interface.</p>

Image Forms (Enterprise)	Enterprise license. Image Forms replicate paper forms electronically, providing the ease and accessibility of an electronic form while eliminating the frustration of duplicate entry or costly mistakes. Built on the same platform as Unity Forms, Image Forms are simple to configure and share popular features like Custom Actions, Signatures, and Calculated Fields. The form can be filled out in a supported client or browser and routed through Workflow. Image Forms can dramatically reduce the time it takes to fill out, process, and submit forms by: Validating data upon entry or on submission of the form, shortening cycle times by eliminating the physical routing of paper, and supporting processes that rely on regulated forms by providing an electronic image replica of the form. Additionally, the Forms Designer in the Unity Client provides an intuitive interface to create form templates quickly and easily. Includes Unity Forms.
Unity Forms	Unity Forms allows for simplified creation and faster implementation of advanced forms. Point-and-click Forms Designer reduces the time and specialized skill required to build forms to use in OnBase
Unity Briefcase	Provides offline access to documents and processes for disconnected, field workforces.
Web Server	<p>Provides an ActiveX or HTML browser interface to access documents stored in an OnBase database via the Internet, Extranet or corporate Intranet.</p> <p>Each physical Web Server connecting to an OnBase database requires a separate Web Server license.</p> <p>StatusView will not be automatically included with the Web Server. If StatusView functionality is desired for a solution, please include a line item on any order with the code STIPI1 as a "No Charge" item.</p>
StatusView	Allows users to configure a screen to display necessary frequently-referenced OnBase information. Allows for the creation of a view or layout, on either an individual or departmental basis.



External Access Client	<p>Allows an organization to create an external-facing Web portal that provides access to OnBase content and processes to users outside the organization. External Access Client provides three different levels of functionality: Read Only, Contribute and Full Access. The configuration-based functionality level determines the StatusView portlets available: 1) Read Only: Custom Query, Folders, Envelopes, External Links, HTML; 2) Contribute: DKT, E-Forms, File Upload; 3) Full Access: Workflow, Workflow Dashboard, Workflow Process Statistics, Workflow Queue Activity, Workflow Queue Filer, WorkView Filter and WorkView Summary. Each successive level inherits the functionality of the prior level. In addition to this server license, External Access Client requires a monthly Active-User fee for all users accessing the portal within a given month, according to the following schedule: 1) Read Only: \$2.00/Active-User/month; 2) Contribute: \$4.00/Active-User/month; 3) Full Access: \$8.00/Active-User/month. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount according to the schedule provided here.</p>
Mobile Access for iPad	<p>Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an iPad</p>
Mobile Access for iPhone	<p>Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an iPhone.</p>
Mobile Access for Android	<p>Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from an Android device.</p>
Mobile Access for Windows	<p>Provides the ability to access pending work in Workflow Queues, view the document, view keywords, execute ad-hoc tasks and view, modify and create notes from a Windows tablet.</p>
Integration for Microsoft Outlook	<p>Allows a Microsoft Outlook user to interact with an OnBase system through the familiar Outlook client. Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface.</p>

Gateway Caching Server	Enables an organization with distributed locations to manage file caching geographically, providing increased retrieval times for documents such as PDF, OLE, and CAD drawings at the remote locations.
Public Sector Constituency Web Access	<p>Provides constituents of a particular government agency web-based document viewing. Standard Client functionality will be restricted. This license is only for use by constituents in the public sector market. This license can NOT be used by any employee of any agency or anyone on that agency's internal network. Standard Client licenses must be purchased for agency employees. This license is required for each instance of an OnBase database within the agency.</p> <p>Constituent counts are determined by the most recent official Census results. Hyland reserves the right to increase license fees if the agency's constituent base increases.</p>
Image-Only Multi-User Server	Provides utilities, OnBase Configuration, Print Servers, and a License to use the copyrighted OnBase Database in a single instance, multi-user environment for only image documents.
Image-Only Concurrent Client	<p>Provides retrieval, viewing, printing, and management of image documents.</p> <p>Concurrent Clients have a minimum connection (lease) time of five (5) minutes.</p>
Image-Only Workstation Client	<p>Provides retrieval, viewing, printing, and management of image documents.</p> <p>The OnBase Web Client cannot use this license.</p>
Image-Only Named User Client	<p>Provides retrieval, viewing, printing, and management of image documents for a single named user.</p> <p>Both the OnBase Client or OnBase Web Client can use this license.</p>
<b>Banking and Treasury</b>	
Ad-hoc IRD Printing	Allows a Client workstation to generate a true substitute check ("replacement in lieu of" IRD) with data captured by the Check Import and Image Cash Letter Import processes. Authorized users have the option to print either a standard substitute check or a return substitute check with additional fields for document the return and other information.
Integration for Linedata Capitalstream	Allows for the access, archival, and modification of data and documents in the OnBase system through the Linedata Capitalstream platform.

Image Cash Letter Generator (X9.37)	Enables financial institutions to generate both forward and return electronic image cash letters in the DSTU X9.37-2003 file format from check image documents stored in OnBase. One file is created for each pocket of the transport where the items were captured, allowing synchronization with the sorter sort pattern.
Posting File Generator	Enables financial institutions to import an electronic image cash letter in DSTU X9.37-2003 file format and create a posting file for the core banking application to post the transactions.
NSF File Processor	Enables financial institutions to import a return file generated from a core business application. Items included in the file will be pulled from OnBase and will be available for the Image Cash Letter Generator to create a Return X9.37 file in the DSTU X9.37-2003 format consisting of check data and images that are to be returned to the Federal Reserve or a partner institution.
Branch Capture	Allows financial institution branches to remotely capture and balance check images and upload them to the central OnBase system.
Integration for A2IA CAR/LAR	Enables the OnBase Check 21 solution to read the courtesy amount and legal amount from the check image, streamlining the balancing process prior to the images being imported into OnBase.  Sold in Blocks of 100,000 checks processed annually.
Integration with Q2 Software	Allows the Q2 home banking product to query for OnBase documents and retrieve them for display to credit union customers.
Integration for Misys FusionBanking Credit Management Enterprise	Allows a Misys FusionBanking Credit Management Enterprise user to interact with an OnBase system through the familiar FusionBanking Credit Management Enterprise client. Provides a user the ability to upload documents directly into OnBase and retrieve documents from the interface.
<b>Business Process Automation Solutions (BPAs)</b>	
Admissions Process Automation for PeopleSoft	Enables the real time exchange and guaranteed delivery of data between OnBase and Oracle's PeopleSoft Campus Solutions, in support of the automation of the Admissions process.

Financial Aid Process Automation for PeopleSoft	Enables the real time exchange and guaranteed delivery of data between OnBase and Oracle's PeopleSoft Campus Solutions, in support of the automation of the Financial Aid process.
TC/TCE Process Automation for PeopleSoft	Enables the real time exchange and guaranteed delivery of data between OnBase and Oracle's PeopleSoft Campus Solutions, in support of the automation of the Transcript Capture & Transfer Course Evaluation process.
Admissions Process Automation for Banner	Enables the real time exchange and guaranteed delivery of data between OnBase and Banner by Ellucian, in support of the automation of the Admissions process.
Financial Aid Process Automation for Banner	Enables the real time exchange and guaranteed delivery of data between OnBase and Banner by Ellucian, in support of the automation of the Financial Aid process.
TC/TCE Process Automation for Banner	Enables the real time exchange and guaranteed delivery of data between OnBase and Banner by Ellucian, in support of the automation of the Transcript Capture & Transfer Course Evaluation process.
Admissions Process Automation for Colleague	Enables the real time exchange and guaranteed delivery of data between OnBase and Colleague by Ellucian, in support of the automation of the Admissions process.
Financial Aid Process Automation for Colleague	Enables the real time exchange and guaranteed delivery of data between OnBase and Colleague by Ellucian, in support of the automation of the Financial Aid process.
TC/TCE Process Automation for Colleague	Enables the real time exchange and guaranteed delivery of data between OnBase and Colleague by Ellucian, in support of the automation of the Transcript Capture & Transfer Course Evaluation process.
Enterprise Integration Server (EIS)	Provides a standardized platform to exchange data real time between OnBase and a Line of Business application. EIS is an integration tool that, when coupled with Hyland and/or Solution Provider experience and a customer's IT department expertise and guidance, results in a solution with guaranteed delivery and exchange of real time business data.
<b>Capture</b>	
Production Document Imaging (TWAIN)	Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.
Production Document Imaging (TWAIN) (Named Use)	Intended for users within a Citrix or Terminal Services environment. Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.
Production Document Imaging (ISIS)	Scans (digitizes) paper documents using ISIS compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.

Disconnected Scanning	Provides users with a robust document capture solution that is used while disconnected from OnBase. Supports Kofax, ISIS, and TWAIN scanning.
Desktop Document Imaging	Scans paper documents using only TWAIN compatible devices.
Desktop Document Imaging (Named Use)	Intended for users in a Citrix or Terminal Services environment. Scans paper documents using only TWAIN compatible devices.
Front Office Scanning	Provides a simple and configurable scanning interface from within the OnBase Client or as a standalone scanning application. In a standalone installation, documents and index data are uploaded to OnBase via a connection to an OnBase Application Server or the OnBase Desktop.  Indexing can be performed using Application Enabler (not included), HL7 datasets, or by manual entry.
Express Scanning	Simplifies the task of document scanning for any department. All options, scanner settings, and default index values are pre-designated. Supports any TWAIN, ISIS or Kofax compatible scanner as well as sweep functionality. Documents are imported or sent to a scan queue for further processing.
Web Scanning Named User	Provides low-volume, ad-hoc, TWAIN based document scanning capability to the Web Client.
Advanced Capture	Enables the automatic classification and indexing of scanned documents. Supports multiple languages and the processing of bi-tonal, grayscale and color images. Enables batch processing and also ad-hoc Automated Indexing from a select list.
Ad-hoc Advanced Capture	Enables the automatic classification and indexing of scanned documents. Permits Automated Indexing of an individual document or group of documents from an OnBase select list.
Interactive Data Capture	Enhances standard indexing capabilities within the Unity Client Server. After OCR processing, manual indexing can be supplemented with Auto-Complete, Point and Click and Swiping capabilities.
Integration for Esker Fax	Provides the ability to specify how fax documents are configured for automatic import into OnBase upon receipt at the Esker Fax Server.
Integration for Fuji Xerox MFD	Per Device, 1-10 Devices - Enables an organization to use a choice of supported Fuji Xerox MFP devices to capture document images and route them directly into the OnBase system. Contact Fuji Xerox for the most current list of supported devices.
Integration for Open Text Fax Server, RightFax Edition	Provides the ability to specify how fax documents are configured for automatic import into OnBase upon receipt at the RightFax Server.

Integration for Canon uniFLOW	Enables an organization to use a choice of supported Canon uniFLOW MFP devices to capture document images and route them directly into the OnBase system. Contact Canon for the most current list of supported devices.
Automated Redaction	Utilizes OCR character and pattern analysis or configured templates to evaluate document contents for information or areas on the document that need to be obscured and made unreadable. Documents are placed for review before being permanently redacted so that private or confidential information cannot be viewed on the image documents.
Bar Code Recognition Server	Enables centralized bar code recognition, by allowing a single workstation to perform bar code processing on image batches that were scanned at many scanning workstations.
Bar Code Generator	Generates 3-of-9 bar code sheets from manual keyword entry (in standalone mode) or from keyword and document type information scraped from the line-of-business application screen (when used with Application Enabler). In standalone mode, the Bar Code Generator connects to the OnBase database and allows the user to select a Document Type, at which point a keyword list is displayed for manual entry. At completion of manual entry, the user can trigger the printing of a 3-of-9 bar code sheet with the Document Type and Keywords encoded on it.
Image Segment Archiver	Provides the ability to divide an image in a scan queue into multiple OnBase documents by allowing the user to select sections of the image and archive each selected section to a separate OnBase document.
Virtual Print Driver	Provides a method to capture, index and store the print stream from any printable application and store the information as a TIFF image within the OnBase document repository. This is a single instance license.
COLD / ERM	Processes, indexes, and stores host/legacy application generated text files. Supports ASCII, PCL, AFP, PDF and DJDE natively.
Advanced COLD / ERM	Processes, indexes, and stores host/legacy application generated text files. Supports ASCII, PCL, AFP and DJDE natively. Uses multi-threaded technology with specific hardware requirements to maximize processing speeds.

Document Import Processor	Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversion utilities.
Advanced Document Import Processor	Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversions utilities. Uses multi-threaded technology with specific hardware requirements to maximize processing speeds.
Directory Import Processor	Allows users to import documents residing in a network directory structure. The processor uses a configurable XML file to determine the document types and keyword values for the documents residing in the process directories. Could be utilized to archive documents that are scanned by a MFP device into network directories.
XML Index Document Import Processor	Imports documents (scanned or other) and their respective index information via an XML Index file.
XML Tag Import Processor	Processes, indexes, and stores XML format files.
Remittance Processor	Provides the ability to identify remittance information (check images, remittance slips, and financial information) from a remittance text file and store the information within the OnBase document repository.
PCL Input Filter	Works in conjunction with OnBase COLD / ERM to process and store PCL data streams, enabling stored documents to retain original formatting features.
AFP Input Filter	Works in conjunction with OnBase COLD / ERM to process and store AFP data streams, enabling stored documents to retain original formatting features.
PDF Input Filter	Processes, indexes, and stores PDF documents. Allows for the extraction of index data from the PDF. Allows for the option of converting and storing the PDF as a TIFF (multi-page TIFF when applicable). Due to the variety of PDF formats, Hyland Software must verify that a PDF document can be processed prior to selling this module. Please make no assumptions.

Mailbox Importer	Allows configuration of OnBase to automatically import new messages from an email server that supports the IMAP or POP3 protocol. Through the definition of conditions and rules, email messages become documents and each document is associated with a Document Type.
Archive Services for Microsoft SharePoint	Allows users to archive documents from SharePoint document libraries to OnBase. Archival can be ad-hoc, event-driven, or scheduled based on pre-defined rules.
Integration for Biscom FAXCOM	Provides the ability to specify how fax documents are configured for automatic import into OnBase upon receipt at the FAXCOM Server.
Integration for eCopy ShareScan	Enables an organization to use a choice of supported eCopy networked scanners or digital copiers to capture document images from eCopy ShareScan OP and route them directly into the OnBase system. Contact eCopy for the most current list of supported devices.
Enterprise Integration for eCopy ShareScan	Integration for eCopy Site License
Integration for HP Connect	Enables an organization to use a choice of supported HP MFP devices to capture document images and route them directly into the OnBase system. Contact HP for the most current list of supported devices.
Integration for Konica Minolta bizhub MarketPlace MFP	Enables an organization to use a choice of supported Konica Minolta devices to capture document images and route them directly into the OnBase system. Contact Konica Minolta for the most current list of supported devices.
Integration for Konica Minolta Dispatcher Phoenix	Provides the ability to archive documents into OnBase from any networked Dispatcher Phoenix enabled multifunction scan device. Enables a user to assign documents into OnBase Document Types, assign OnBase Keywords and route the documents to the OnBase system.
Integration for KYOCERA	Enables an organization to use a choice of supported KYOCERA MFP devices to capture document images and route them directly into the OnBase system. Contact KYOCERA for the most current list of supported devices.
Integration for Sharp MFP	Enables an organization to use a choice of supported Sharp MFP devices to capture document images and route them directly into the OnBase system. Contact Sharp for the most current list of supported devices.
Integration for Xerox MFP	Enables an organization to use a choice of supported Xerox MFP devices to capture document images and route them directly into the OnBase system. Contact your Xerox representative for the most current list of supported devices and additional components required for this solution.



COLD/ERM-Only Multi-User Server	Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, and a License to use the copyrighted OnBase Database in a single instance, multi-user environment for only COLD (text) documents.
COLD/ERM-Only Concurrent Client	Provides retrieval, viewing, printing, and management of COLD documents.  Concurrent Clients have a minimum connection (lease) time of five (5) minutes.  Both the OnBase Client or OnBase Web Client can use this license.
COLD/ERM-Only Workstation Client	Provides retrieval, viewing, printing, and management of documents.  The OnBase Web Client cannot use this license.
COLD/ERM-Only Named User Client	Provides retrieval, viewing, printing, and management of documents for a single named user.  Both the OnBase Client or OnBase Web Client can use this license.
Production Document Imaging (Kofax or TWAIN)	Scans (digitizes) paper documents using Kofax or TWAIN compatible devices. Advanced features include distributed capture and indexing, image enhancement, bar code recognition (Kofax), blank page separation and auto-enabled indexing.
<b>Government</b>	
OnBase Agenda	Allows organizations to electronically create and manage meeting templates, meeting dates and times as well as agenda, agenda packet and minutes documents. The module can be used in conjunction with pre-configured E-Forms and workflows to improve review processes, provide for collaboration and reduce the amount of time needed to produce timely and complete agendas, agenda packets and minutes. OnBase Agenda includes additional OnBase modular functionality for specific use with the Agenda application.
Agenda Voting	Enables voting via the OnBase Agenda application.
OnBase Agenda Concurrent Client	Allows for concurrent access to the OnBase Agenda application and its workflows for performance of Agenda-related activities and tasks.

OnBase Plan Review	Enables government agencies and other organizations to perform plan review processes related to community development, such as commercial buildings, private residence work, roads, bridges and other infrastructure projects. A submittal web site allows electronic upload of plan sheets and related documents. Plan revisions can be re-submitted, and finalized plans can be approved, stamped and returned to submitters, with collected comments and markups. Plan Review supports 2D drawing formats only. OnBase Plan Review includes additional OnBase modular functionality for use specific to Plan Review-related activities.
Plan Review Integration Toolkit	Enables the OnBase Plan Review solution to be integrated with a third party line of business application, allowing for electronic plan review to be included in organizational processes. The toolkit offers an API for creating plan review projects with data from the line of business application, authenticating portal users and other key functions as well as the ability to use the OnBase Application Enabler for user interface-level integration.
Integration for Tempest Development Group	Enables users of OnBase Plan Review to integrate with the Tempest Development Group products for permitting to include electronic plan review in the overall permitting process.
Integration for Azteca Cityworks	Offers a seamless integration with Azteca Cityworks, providing users ECM capabilities within the Cityworks product. Allows users to associate documents to a Cityworks Server object, view the associated documents and archive new Cityworks-related documents directly in to OnBase.
Integration for Accela	Offers a seamless integration with Accela Automation through the standard Accela EDMS interface. Features include the ability to associate documents to an Accela CAP object, view and download associated documents, and archive new Accela related documents through the Accela product directly into OnBase.
Public Sector Constituency Web Access (Workflow)	<p>Provides constituents of a particular government agency web-based document viewing, and limited Workflow routing. Standard Client functionality will be restricted. This license is only for use by constituents in the public sector market. This license can NOT be used by any employee of any agency or anyone on that agency's internal network. Standard Client licenses must be purchased for agency employees. This license is required for each instance of an OnBase database within the agency.</p> <p>Constituent counts are determined by the most recent official Census results. Hyland reserves the right to increase license fees if the agency's constituent base increases.</p>
Integration for CourtView	Enables users to archive and retrieve images through the CourtView interface.

Healthcare	
Integration for Epic	Designed to integrate with Epic's suite of products such as Cadence, Prelude, Resolute, and EpicCare Inpatient/Ambulatory, Media Manager, ROI, EpicWeb, EpicCareLink, etc. Integration capabilities consist of integrated document retrieval/viewing, integrated plug-in for ROI printing and integrated scanning directly from Epic applications.
Epic Concurrent Client	<p>Provides retrieval, viewing, printing, and management of documents.</p> <p>Concurrent Clients have a minimum connection (lease) time of five (5) minutes.</p> <p>Both the OnBase Client or OnBase Web Client can use this license.</p>
Integration for Epic Canto and Epic Haiku	Provides mobile access to the patient record without leaving the Epic interface, allowing mobile users to tap a button to retrieve information stored within OnBase, such as images, EKGs, test results and other relevant documents.
OnBase Mobile Healthcare	
Mobile eCapture	OnBase Mobile eCapture solutions improve document and signature intensive processes, to improve the patient experience, speed the registration process, and reduce administrative costs. Clinical Consents allows medical staff to assign packets of Unity Forms to a patient visit. The patient can use a mobile device (Android or iOS) to complete and sign these forms at bedside. Patient Registration works with the OnBase Front Office Scanning module to allow patients to easily and efficiently fill out electronic packets of OnBase Unity Forms. Includes Image Forms. Pricing is the server license + number of devices.

Hospital License - Community Connect	<p>"Community Connect Hospital" means 1) a hospital whose licensed bed count is determined by the most recently reported number on the HIMSS Analytics website (<a href="http://www.himssanalytics.org">http://www.himssanalytics.org</a>) for such hospital; and 2) a hospital to which Customer grants access to Customer's Epic system; and 3) a hospital for which Customer has paid to Hyland the requisite Software license fees and annual Maintenance fees as described in the section below. For each Community Connect Hospital which Customer wishes to grant access to the Software as a Community Connect User, Customer shall pay a one-time payment of Software license fees in an amount determined by multiplying the number of licensed beds for such Community Connect Hospital (as most recently reported on the HIMSS Analytics website (<a href="http://www.himssanalytics.org">http://www.himssanalytics.org</a>) by \$800/licensed bed for institutions with less than 250 licensed beds; and by \$1,200/licensed bed for institutions with 250 licensed beds and greater. Therefore, from time to time, if the number of licensed beds of such Community Connect Hospital increased based upon the number most recently reported on the HIMSS Analytics website, such Customer shall be obligated to pay additional Software license fees to Hyland in an amount equal to the number of such additional licensed beds at the Community Connect Hospital, in accordance with the above. Customer may not transfer or reassign license rights between Community Connect Hospitals, and shall not be entitled to a refund or credit if the number of licensed beds decreases at any time.</p>
Medical Records Management Solution	<p>Enables HIM departments to manage the deficiency process for their documents. Controls and monitors the distribution of charts and corresponding documents through the coding, analysis and physician completion process. Provides easy, web-based access to the patient information and physician completion from any location based on security. The OnBase Report Services module can add robust reporting capabilities for stock HIM productivity metrics as well as the ability to build custom reports.</p> <p>Optional modules sold separately are: Document Imaging, COLD/ERM, Report Services.</p>
Medical Records Coding Interface	<p>Provides the ability to configure and automate the assignment of work for Medical Coders to allow for an efficient completion of coding on a medical chart.</p>
Medical Records Transcription Interface	<p>Provides the ability within the deficiency management process to create, edit and complete transcriptions within the OnBase Medical Records Completion solution.</p>

MRMS Chart Completion Concurrent Client	Provides Medical Records Management Solution access based on signer configuration. Grants access to all staff and clinical delivery via the Medical Records Management interface ONLY.
Appeals and Grievances	Allows healthcare payers to triage, investigate and report on member or provider complaints. A case is created from submitted correspondence and launched into a review process where relevant data is collected and considered for decision.
Release of Information	Aggregates data and documents from different locations and electronically provides all necessary patient information and supporting documents in a single patient record.
Integration for Optum CAC	Provides access to transcribed and scanned documents that are necessary to support the coding process in Optum CAC.
Integration for 3M CAC	Provides access to transcribed and scanned documents that are necessary to support the coding process in 3M CAC.
Integration for Nuance CAC	Provides access to transcribed and scanned documents that are necessary to support the coding process in Optum CAC.
EDI 810 Processor	Converts Invoices in versions 4010 of the 810 EDI format to XML. The processor also extracts a list of keywords from each Invoice to index the document as they are imported into OnBase.
EDI 835 EOB Processor (HIPAA 5010)	Converts EOB statements in versions 5010 of the 835 EDI format to XML or PCL format for import into OnBase. The processor also extracts a fixed list of keywords from each EOB to index the documents as they are imported into OnBase. The 835 file is separated into a single document for each claim.
EDI 837 Processor (HIPAA 5010)	Converts individual healthcare claims in version 5010 of the 837 Professional EDI format to HCFA-1500 forms and UB-92 in XML format. This processor does not process Dental 837 documents.
HL7 Module	Sends and receives HL7 data streams. It can send OnBase information from COLD, the Document Import Processor, and scan processes to any application that has can accept HL7 formatted data. It can also receive HL7 messages via TCP/IP or batch files to create documents such as E-Forms and add Autofill Keyword Sets.
Signature Deficiencies for Epic	Provides the ability to electronically sign deficiencies on documents stored in OnBase that are retrieved from within the Epic user interface.
Signature Deficiencies for EMR's	Provides the ability to electronically sign deficiencies on documents stored in OnBase. OnBase will be initiated from the EMR displaying clinical documents requiring the Physician Signature.
Integration for GE Centricity (for Hospitals)	Designed to integrate with GE's Centricity product. Key elements include: HL7 synchronization between OnBase and Centricity, document retrieval capability from the Centricity user interface, batch scanning from OnBase linking documents with Centricity, and storage of structured data (transcription, photos, XML documents) to complement the HIS system.

Integration for Cerner Millennium	Designed to integrate with the Millennium product. Key elements include: HL7 synchronization between OnBase and Millennium, document retrieval capability from the Millennium user interface, batch scanning from OnBase linking documents with Millennium, and storage of structured data (transcription, photos, XML documents) to complement the HIS system.
Integration for Allscripts Sunrise Acute Care	Designed to integrate with Sunrise Acute Care. Key elements include: HL7 synchronization between OnBase and Sunrise Acute Care, document retrieval capability from the Sunrise Acute Care user interface, batch scanning from OnBase linking documents with Sunrise Acute Care, and storage of structured data (transcription, photos, XML documents) to complement the HIS system.
Integration for Allscripts Homecare (Existing Customers)	Enables visiting nurses to view images that support the visit and to archive new content captured during the visits.
Workstation Client for Allscripts Homecare Integration	Enables visiting nurses to view images that support the visit and to archive new content captured during the visits.
Multi-user Server for GE Centricity (Clinical)	For users of the GE centricity system; Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single institution, multi-user environment.
Clinical Concurrent Client for GE Centricity	<p>The client provides the ability to access documents from OnBase. Multiple concurrent clients may be included in a solution.</p> <p>Provides retrieval, viewing, printing, and management of documents. Provides retrieval, viewing, printing, and management of documents</p> <p>Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license.</p>
Document Imaging for GE Centricity (Unlimited) (Clinical)	Allows for the scan capture of documents through OnBase and places a link to the documents in the patient clinical record.
Clinical Indexing Workstation Client for GE Centricity	Allows for the indexing of documents from stand alone indexing stations outside of the OnBase client. Multiple stations maybe included in a solution.

Disconnected Scanning for GE Centricity (Clinical)	See description in the Document Imaging section of this document.
Healthcare Disconnected Scanning for Citrix	Provides users with a robust document capture solution that is used while disconnected from OnBase. Supports Kofax, ISIS, and TWAIN scanning.
Healthcare Express Scanning for Citrix	Simplifies the task of document scanning for any department. All options, scanner settings, and default index values are pre-designated. Supports any TWAIN, ISIS or Kofax compatible scanner as well as sweep functionality. Documents are imported or sent to a scan queue for further processing.
Healthcare Front Office Scanning for Citrix	Provides a simple and configurable scanning interface from within the OnBase Client or as a standalone scanning application. In a standalone installation, documents and index data are uploaded to OnBase via a connection to an OnBase Application Server or the OnBase Desktop.
Integrated Scanning for Epic	
Integration for GE Centricity Image Broker	Enables the archiving and retrieval of images for GE Centricity.
<b>Higher Education</b>	
EDI TS 130 Processor	Processes EDI 130 (4010) Student Educational Records data streams into individual documents and provides ability to import.
<b>Hyland Software Services</b>	
Installation	Hyland will provide services to Customer in the implementation of OnBase software: Creating the software database, licensing of all modules purchased, installing of the software, configuration of the OnBase solution, training of Customer's OnBase administrator on configuration and use of the software and purchased modules.
Consulting	Professional consulting services include: business process analysis, Workflow implementation, WorkView implementation, and consultation services.
Program Management	Per hour, Plus T&E. - Provides long term continuity for Hyland initiatives by providing management oversight and accountability across all projects within your OnBase Program.

Conversion Consulting	Provides best practices, proven methodologies and insight to support an organization's conversion tasks. Experienced Hyland conversion experts act as mentors to the engaging organization's team. This time and materials service includes a dedicated Hyland Conversion Services analyst for a mutually agreed upon number of days of consulting and education provided to the organization's qualified resources. It is designed to jump-start an organization's conversion project while providing the critical knowledge necessary for a successful conversion.
Capture Consulting	Hyland will provide discovery, configuration and installation services to Customer in the implementation of their Capture software solution.
Database Services	Hyland will provide General Database Consulting and/or Scripting.
Custom Reporting	Enables organizations to gain valuable statistics about the health of business processes driven by critical business applications. A representative from the Hyland Software Database Services Group will perform an in depth discovery with individuals from the organization to determine business reporting requirements and goals for the OnBase System. Based on information gathered, optimized custom reports will be created and optionally implemented.
Business Continuity Planning	A representative from the Hyland Software Database Services Group will meet with an organization's BCP team to determine business continuity requirements for the OnBase database. The database engineer is available to discuss the various Microsoft SQL Server methods for delivering high availability and the different scenarios that may require a full recovery of the OnBase database. The database engineer will also provide recommendations specific to the needs of the individual organization and can also provide assistance with the implementation and/or testing of a custom OnBase BCP.
Database Platform Migration Services	A representative from the Hyland Software Database Services Group will meet with representatives of an organization to determine a database migration strategy for the OnBase system. The Hyland database engineer will migrate the OnBase database to the desired platform. Data Structure integrity verification and data authentication is performed post migration to ensure OnBase database integrity.
Software Development	



Consulting (CSG)	Professional consulting services include: application requirements definition, application development, pre-processor development, WorkView data import, API script development, and API consultation services.
Outsourced System Administrator	The Outsourced System Administrator (OSA) works under the direction and supervision of a customer, providing system administration support services, as well as training, to internal help desk and/or IT personnel. In addition to general support, the OSA will work with designated personnel to complete daily, weekly and monthly administrative tasks, as necessary. Services are customarily provided in blocks of hours over consecutive weeks and for a specified period of time.
Enterprise Solutions Consulting	Enterprise Solutions Consulting services include: enterprise assessments, individual solution assessments, cost-benefit analyses, change management, engagement management and other consultation services.
<b>Insurance</b>	
Insurance Agent Web Access	Provides web-only retrieval and read only access to documents for an insurance carrier's agents through the carrier's developed portal. This license can NOT be used by any employee of the carrier or anyone on that carrier's internal network. Standard Client licenses must be purchased for carrier employees.
<b>Integrate</b>	
Application Enabler	Provides image enabling to third-party software applications that are GUI, browser, or text-based.  Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a> . Please make no assumptions. If verification is unsuccessful, Hyland can be contacted for assistance.

Enterprise Application Enabler	<p>Provides image enabling to third-party software applications that are GUI, browser, or text-based.</p> <p>Provides any number of applications to be image-enabled within the enterprise.</p> <p>Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a>. Please make no assumptions. If verification is unsuccessful, Hyland can be contacted for assistance.</p>
Office Business Application	<p>Allows users of Word, Excel, and PowerPoint to interact with OnBase content through their familiar Microsoft Office interface. This integration provides users with single-click menu access for storing, retrieving, and editing OnBase documents and related content.</p>
Web Services Publishing	<p>Allows for point and click creation of standard web services tailored for an organization's OnBase solution, providing a Web API for use by external users or third party applications. In addition to this license, which allows users to publish web services, Web Services Publishing requires a \$0.10 fee Per Executed Web Service Call. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount.</p>
Web Services Publishing Executed Web Service Call	<p>Web Services Publishing requires a \$0.10 fee Per Executed Web Service Call. A built-in reporting mechanism will relay monthly usage data to Hyland for translation into a monthly billing amount for the sum of all Executed Web Service Calls within the given month.</p>

Unity Integration Toolkit	<p>Provides an object-oriented API that exposes key OnBase functionality. Unity contains functionality to query, store, retrieve and modify documents and metadata as well as other document-centric features such as notes. The Unity Integration Toolkit is only for integration to OnBase from external applications or custom applications that exist outside of OnBase Automation. A separate OnBase Automation license is required for automation integrations.</p> <p>In addition to the Unity Integration Toolkit, a Unity Automation license is granted to any customer or partner that has at least one person with a current OnBase API Certification. The Unity Automation allows access to Unity through OnBase Automation configured through the OnBase Configuration module. OnBase Automation is any extension to OnBase configured through OnBase Configuration such as Workflow or WorkView scripting, but includes any automation code configured through the Configuration module.</p>
Query API	<p>Provides the ability to query for documents within the OnBase repository from third party applications.</p> <p>Note: This is NOT Web Server Client licensing. Query API is only for External User Access. Access for Internal Users should be granted through the purchase of standard client Licensing.</p> <p>If you purchase the initial tier of either OnBase Client or OnBase Core you enjoy the second tier of either on any additional purchase.</p>
Archival API	Provides the ability to archive documents from third party systems into the OnBase system.
Integration for Trinisys	Allows for the archiving of data and documents in to the OnBase system through the Trinisys platform.
Reverse API	Provides the ability for OnBase to retrieve information or documents from third party applications.

Connector for use with SAP ArchiveLink	<p>The HTTP Content Server interface allows an SAP system to perform content management functions against the OnBase system. Using this interface, SAP systems may use OnBase as its repository for storage and retrieval of archived documents.</p> <p>This base component is required in order to use: Bar Code Import for use with SAP ArchiveLink, Print List and Data Archive for use with SAP ArchiveLink, Business Indexing Connector for use with SAP ArchiveLink, Imaging iViews for use with SAP ArchiveLink.</p>
Bar Code Import for use with SAP ArchiveLink	The Bar Code component of SAP ArchiveLink allows an OnBase scanning application to register scanned documents with SAP software for later storage linking of inbound documents via barcode."
Print List and Data Archive for use with SAP ArchiveLink	Uses SAP ArchiveLink to import SAP ArchiveLink print lists, data archive files and imaging documents. Archiving data contained in the SAP system will reduce the storage requirements of the SAP system, improve response times and reduce the time to backup, recover and upgrade the SAP system.
Business Indexing Connector for use with SAP ArchiveLink	Used to automatically index OnBase documents in OnBase that have been related to business objects in a SAP system. This makes it possible to use OnBase to search for the documents related to any business object in a SAP system. This module also keeps the keywords on documents in OnBase synchronized with the SAP system.
Web Parts for Microsoft SharePoint	Enables Microsoft SharePoint users to configure, view, and interact with all available StatusView objects from within a SharePoint web page.
Content Connector for Microsoft SharePoint	<p>Enables the automatic linking of documents, batch processed into OnBase, to related items and records managed in SharePoint.</p> <p>Based upon rules defined by a SharePoint site owner, relevant OnBase content is made accessible as item list attachments and document library items.</p>
Hyland Broker for Microsoft Office (Hyland Office Broker)	Allows organizations to utilize Office Online (O365) web-based tools to view, edit and co-author documents stored in OnBase.

Integration for ESRI	Allows users of Esri to link OnBase documents to features on web based maps. The integration provides a set of easy-to-use web links in the map application for query, point-and-click retrieval and archiving of OnBase documents related to map features. The integration is based on ESRI's task framework and allows GIS administrators to easily imbed the OnBase web links into new or existing .Net based applications.
Conversion Tool for Ricoh eCabinet	Utilized to migrate data from the Ricoh eCabinet repository to OnBase. The tool reads the Ricoh eCabinet repository and creates the necessary Import Processor index files to process the data into OnBase.
<b>Local Government Licensing</b>	
Local Government Licensing Bundle	Provides limited ECM functionality to Local Government with populations of less than 250,000.  Modules comprising the bundle include: Multi-User Server (1), Unity Client Server with Combined Viewer (1), EDM Services (1), Application Enabler (single application) (1), Full-Text Search (1), and Virtual Print Driver (1).
Local Government Full Text Search	Full-Text Search allows users to perform powerful searches on collections of full-text indexed documents using input words or phrases, or by using Simple Query Syntax to construct search strings with operators such as AND and OR. Full-text searches can also be combined with OnBase Keyword or date range searches to filter the documents returned. Full-Text Search uses the Hyland Full-Text Server to perform advanced searches and integrate with the OnBase clients. Search and retrieval is significantly faster than an external text search.
Local Government Encrypted Alpha Key Words	Enables storage of sensitive alpha-numeric keywords in an encrypted format.
Local Government Encrypted Disk Groups	Enables organizations to encrypt documents as they are imported into OnBase and stored on a file server. If viewed outside of OnBase, documents will be unreadable.

<p>Local Government Concurrent Client</p>	<p>Provides retrieval, viewing, printing, and management of documents.</p> <p>Concurrent Clients have a minimum connection (lease) time of five (5) minutes.</p> <p>Both the OnBase Client or OnBase Web Client can use this license.</p>
<p>Local Government Named User Client</p>	<p>Provides retrieval, viewing, printing, and management of documents for a single named user.</p>
<p>Local Government Workflow Concurrent Client SL</p>	<p>Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.</p>
<p>Local Government Workflow Named User Client SL</p>	<p>Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.</p>
<p>Local Government Web Server</p>	<p>Provides an ActiveX or HTML browser interface to access documents stored in an OnBase database via the Internet, Extranet or corporate Intranet.</p>
<p>Local Government Application Enabler</p>	<p>Provides image enabling to third-party software applications that are GUI, browser, or text-based.</p> <p>Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a>. Please make no assumptions. If verification is unsuccessful, Hyland can be contacted for assistance.</p>

<p>Local Government Enterprise Application Enabler</p>	<p>Provides image enabling to third-party software applications that are GUI, browser, or text-based.</p> <p>Provides any number of applications to be image-enabled within the enterprise.</p> <p>Due to the variety of applications, Solution Providers must verify that an application can be enabled prior to selling this module. As part of the verification, Solution Providers are also required to complete a pre-qualification form located on <a href="http://www.teamonbase.com">www.teamonbase.com</a>. Please make no assumptions. If verification is unsuccessful, Hyland can be contacted for assistance.</p>
<p>Local Government Virtual Print Driver</p>	<p>Provides a method to capture, index and store the print stream from any printable application and store the information as a TIFF image within the OnBase document repository. This is a single instance license.</p>
<p>Local Government Production Document Imaging (Kofax or TWAIN)</p>	<p>Scans (digitizes) paper documents using Kofax or TWAIN compatible devices. Advanced features include distributed capture and indexing, image enhancement, bar code recognition (Kofax), blank page separation and auto-enabled indexing.</p>
<p>Local Government Production Document Imaging (TWAIN)</p>	<p>Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p>
<p>Local Government Production Document Imaging (ISIS)</p>	<p>Scans (digitizes) paper documents using ISIS compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing.</p>
<p>Local Government Disconnected Scanning</p>	<p>Provides users with a robust document capture solution that is used while disconnected from OnBase. Supports Kofax, ISIS, and TWAIN scanning.</p>
<p>Local Government Integration for Microsoft Outlook</p>	<p>Allows a Microsoft Outlook user to interact with an OnBase system through the familiar Outlook client. Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface.</p>
<p>Local Government Records Management</p>	<p>Manages the retention, disposition, and destruction of managed record folders according to an organization's business rules, based on the occurrence of an event in accordance with external regulations or compliance laws.</p> <p>This includes Document Retention (DRIP1).</p>

Local Government Document Retention	Manages the retention and disposition of stored documents according to pre-defined business rules, involving the passage of time, allowing for automatic destruction and/or removal from the OnBase document repository.
Local Government Distributed Disk Service	Regulates public access to a server through middleware software that acts as a proxy for accessing Disk Groups. Because communications with the OnBase Client are handled through TCP/IP, administrators are not required to use Windows Shares or UNC paths for Disk Group access.
Local Government Integration for Tempest Development Group	Enables users of OnBase Plan Review to integrate with the Tempest Development Group products for permitting to include electronic plan review in the overall permitting process.
Local Government Plan Review Integration Toolkit	Enables the OnBase Plan Review solution to be integrated with a third party line of business application, allowing for electronic plan review to be included in organizational processes. The toolkit offers an API for creating plan review projects with data from the line of business application, authenticating portal users and other key functions as well as the ability to use the OnBase Application Enabler for user interface-level integration.
Local Government Integration for Azteca Cityworks	Offers a seamless integration with Azteca Cityworks, providing users ECM capabilities within the Cityworks product. Allows users to associate documents to a Cityworks Server object, view the associated documents and archive new Cityworks-related documents directly in to OnBase.
Local Government Agenda Voting	Enables voting via the OnBase Agenda application.
Local Government Advanced Capture	Per concurrent instance. - Enables the automatic classification and indexing of scanned documents. Supports multiple languages and the processing of bi-tonal, grayscale and color images. Enables batch processing and also ad-hoc Automated Indexing from a select list.
Local Government Document Composition	Allows for Ad-hoc creation of form letters using Microsoft Word templates. The content of the created document is a combination of merged data form templates, E-Forms, Workflow properties, web services, database queries and nested sub-templates.
<b>Measure</b>	
Reporting Dashboards	Graphically displays data returned from a configured data provider, allowing users to quickly identify relevant information and trends surrounding the data managed by the data provider. Available dashboard items include basic pie, chart and bar graphs, or more advanced displays such as gauges, pivot tables and maps.
Exception Reports	Creates reports that can identify missing or aged documents.
Report Mining	Provides the ability to extract historic trend data already in OnBase as well as current trend data for analysis and reporting.



Business Activity Monitoring	Provide real-time snapshots of Workflow processes. Available through the StatusView interface of the OnBase Web Server or a SharePoint Web site, these portlets are configurable by business users who have the appropriate rights.
<b>OnBase Annual Maintenance and Support</b>	
Annual Maintenance	
Annual Maintenance (Contract Negotiated)	
Reinstatement Fee	10% of the annual maintenance fee + annual maintenance fees for the entire lapse period - Hyland Software charges a 10% maintenance reinstatement fee for maintenance that lapses. (That means 10% of the annual maintenance fee for the first twelve (12) months for which maintenance and support is reinstated). This is in addition to paying annual maintenance fees for the entire lapse period.

Annual Maintenance Reinstatement	Hyland Software charges a 10% maintenance reinstatement fee for maintenance that has lapsed. To reinstate, 100% of the maintenance fees for the lapsed period must be paid, plus an amount equal to 110% of the Annual Maintenance fee for the renewal period commencing on the effective date of such reinstatement.
<b>OnBase Cloud Licensing and Services</b>	
Subscription Fee	OnBase can be licensed at a monthly subscription fee.
OnBase Cloud Perpetual Software (Purchased)	OnBase software can be licensed with a one-time payment for the software modules at list price, plus annual software maintenance.
Hosting Fee	1) Recurring monthly hosting fee is based on the list price of the software. 2) Monthly hosting fee for cloud customers is calculated by taking the total list price of all software licenses multiplied by: 2% for OBOLHOST-SILVER with a minimum initial monthly hosting fee of \$1,000; 2.5% for OBOLHOST-GOLD with a minimum initial monthly hosting fee of \$2,000; 3% for OBOLHOST-PLATINUM with a minimum initial monthly hosting fee of \$3,000; and 4% for OBOLHOST-DOUBLEPLAT with a minimum initial monthly hosting fee of \$4,000. 3) Refer to OnBase Online Storage Fee (OBOL-STORG) for detail. 4) Includes one Citrix account for each customer/reseller. 5) Customized hosting network configuration licensed on a case by case basis.
OnBase Cloud Subscription Setup Fee	1) One-time fee for OnBase Cloud setup, equal to the monthly Software Subscription fee. 2) Applies to initial and add-on purchases. 3) Paid at contract signing or purchase order receipt.

OnBase Cloud Hosting Setup Fee	<p>1) One time fee for OnBase Cloud setup, equal to the monthly Hosting fee.</p> <p>2) Applies to initial and add-on purchases.</p> <p>3) Paid at contract signing or purchase order receipt.</p>
OnBase Cloud Storage Fee	<p>1) Storage allocation: storage allocated over both primary and secondary storage sites. 2) Aggregate storage in excess of the storage allocation will incur additional cost.</p>
OnBase Cloud Backfile Conversion Fee	<p>Per GB charge for ingestion of backfile conversion. Data to be provided via SFTP or Encrypted USB hard drive.</p>
Global Cloud Services Professional Services	<p>Professional Services provided by Global Cloud Services as it relates to OnBase Cloud deployments. Cloud Services' Professional Services adhere to the same schedule of hourly costs as Hyland's Custom Solutions Group.</p>
Custom Code Isolation Fee	<p>Additional hosting fees may be required for the hosting of custom code. Contact the Global Cloud Services Business Development team or your Channel Manager for capabilities and pricing.</p>
Sandbox Environment	<p>A Sandbox Environment is a full OnBase solution, containing non-production data. An OnBase Cloud customer's OnBase Administrator can access the hosting machine directly, allowing configuration and development of new solutions in a non-production environment. It does not fall under the breadth and depth of the internal and external OnBase Cloud compliance audits so production data is not permitted within the Sandbox Environment.</p> <p>The Sandbox environment does not support the testing of Full-Text Indexing, OCR for Autonomy IDOL, OCR processing, Advanced Capture modules, or Enterprise Integration Server. When this functionality is required, a User Testing Lite or User Testing Full Environment must be purchased instead. A one-time setup fee will be charged, equal to the monthly fee.</p>
User Testing Environment	<p>An OnBase Cloud User Testing Environment is a full OnBase solution, deployed in the production environment and contains production data. Customer OnBase Administrators can access the solution via Citrix, allowing them to test new solutions in a fully production-equivalent environment so that web and application servers, load balancing and firewall configurations are the same as production. A one-time setup fee will be charged, equal to the monthly fee.</p>

User Testing Lite Environment	An OnBase Cloud User Testing Lite Environment is a full OnBase solution, deployed in the production environment and contains production data. Customer OnBase Administrators can access the solution via Citrix, allowing them to test new solutions in a similar environment so that web and application servers and firewall configurations are the same as production, but does not offer the performance testing available in the User Testing Environment. A one-time setup fee will be charged, equal to the monthly fee.
Full-Text Indexing Hosting Package	1) Customers using Full-Text Indexing for Autonomy IDOL are required to purchase this package. 2) One time setup fee will be charged, equal to the monthly fee. 3) The Purchase of the hosting package does not replace the purchase of the OnBase full-text indexing module.
Report Services Hosting Package	1) Customers using Report Services are required to purchase this package. 2) One time setup fee will be charged, equal to the monthly fee. 3) The purchase of the hosting package does not replace the purchase of the OnBase Report Services module.
OCR Hosting Package	1) Customers using OCR are required to purchase this package. 2) One time setup fee will be charged, equal to the monthly fee 3) The purchase of the hosting package does not replace the purchase of the respective OnBase module requiring OCR.
Advanced Capture Hosting Package	1) Customers using Advanced Capture are required to purchase this package. 2) One time setup fee will be charged, equal to the monthly fee. 3) The purchase of the hosting package does not replace the purchase of the OnBase Advanced Capture module.
EIS Hosting Package	1) Customers using EIS are required to purchase this package. 2) One time setup fee will be charged, equal to the monthly fee. 3) The purchase of the hosting package does not replace the purchase of EIS.
Data Extraction Charges	1) Data Extraction is priced as a flat rate and includes a full copy of the Disk Groups. Additional manipulation to extract specific documents, Document Types, etc. requires hourly rate at the current Global Cloud Services Professional Services rate. 2) Data Extraction is to an encrypted USB hard drive, which must be purchased from Hyland. The price of the encrypted hard drive is included in the price of the Extraction. 3) Approximately 30 business days required for turnaround.

File Import Charges	High volume file import and high volume file transfer (inbound and outbound) usage greater than 100 GB of data per calendar month is subject to this charge: 1) Per GB charge for file import/transfer processing (electronic or removable media) charge for every GB over 100 GB per calendar month. 2) Backfile data delivered via encrypted USB hard drive. See Data Extraction section for Per GB charges for data handling/manipulation. 3) Solution Provider/customer is responsible for related OnBase configuration changes (Document Types, Document Import Processor, COLD/ERM, etc.) and process auditing (verification report review).
Citrix License	One Citrix License is provided via the monthly Hosting Fee for access to the OnBase Cloud solution. Additional Citrix licenses can be purchased for additional user access.
Conversion to Perpetual License Premise Solution	1) After 12 months of OnBase Online services, 50% of the monthly subscription payments (excluding initial setup costs and monthly hosting charges) will be applied towards the purchase of perpetual software licenses. 2) Credit not to exceed 50% of the total software price. 3) See the Data Extraction fees section for data return pricing. 4) Conversions to Perpetual Licensed Hosted Solutions will be subject to the Hosting Only Fee (OBOLHOST-ONLY) described above in the Hosting Fee section of this schedule. The Data Extraction fee will not apply for conversions to Perpetual Licensed Hosted Solutions.
File Transfer Services	Provides the ability to take files locally and transfer them to a hosted facility for processing.
<b>OnBase Education Services</b>	
Introduction to Installation	<p>The Introduction to Installation course covers the installation process for an OnBase system. The class focuses on pre-installation requirements and takes students through the OnBase configuration process. Processing modules are discussed in-depth, with many opportunities for gaining hands-on experiences using sample business scenarios. Upon completion of the course, students should be able to install an OnBase system under the guidance of an OnBase certified installer.</p> <p>Duration: 5 days</p>

<p>Installer Certification</p>	<p>The Installer Certification course refines a student's ability to install and troubleshoot an OnBase solution. Special emphasis is placed on: system design, storage facilities, and select modules (including authoring and full-text indexing). Students are responsible for installing a new OnBase system, including the appropriate setup and configuration of OnBase modules covered in this and prerequisite courses.</p> <p>Duration: 5 days</p>
<p>System Administration</p>	<p>The System Administration course is designed to introduce new and existing system administrators to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on experience based on using actual business scenarios. The class also investigates technical support processes, effective maintenance strategies, online documentation and other resources available to OnBase system administrators.</p> <p>Duration: 5 days</p>
<p>Advanced System Administration</p>	<p>The Advanced System Administrator class provides students with a detailed understanding of the general system structure as well as the process for creating an effective disaster recovery plan. Special emphasis will be on identifying problematic components of a system as well as detailing a strategy for modifying and upgrading OnBase. Additionally, students learn about additional modules and how they can be leveraged in an existing installation.</p> <p>Duration: 5 days</p>
<p>Introduction to Workflow</p>	<p>The Introduction to Workflow course introduces OnBase partner technical staff to the processes and tools associated with creating, modifying, and troubleshooting OnBase workflow implementations. Training scenarios require students to employ multiple functions within their Workflow design. The course employs a hands-on approach to understanding Workflow interactions and design possibilities.</p> <p>Formerly known as Workflow Administration.</p> <p>Duration: 5 days</p>

<p>Workflow Design</p>	<p>The Workflow Design course provides attendees with a review of the business discovery process and strategies for translating business requirements into Workflow functionality. The class will require students to filter provided information and create Workflow solutions that accomplish organizational goals. The class requires students to create a Workflow project from initial discovery through testing for a variety of business scenarios.</p> <p>Formerly known as Workflow Certification.</p> <p>Duration: 5 days</p>
<p>OnBase API Certification</p>	<p>The OnBase API Certification course explores the OnBase APIs and instructs students on the effective use of those APIs with their custom applications. Students learn to perform basic OnBase operations through the OnBase APIs. Primary languages used within the course include VBScript and C# / VB.NET. Familiarity with Visual Studio is a plus.</p> <p>Duration: 5 days</p>
<p>Web Server / Application Enabler Administration</p>	<p>The Web Server / Application Enabler Administration course is designed to teach students administration techniques for the OnBase Web Server and Application Enabler. The course will also cover security and data storage modifications for the Web Server in addition to appropriate troubleshooting techniques. The course also covers essential Application Enabler configuration and installation techniques. The class will culminate in a practical implementation of an OnBase solution incorporating the Web Server, Application Enabler, and the OnBase Desktop.</p> <p>Duration: 5 days</p>
<p>Web Server – Online</p>	<p>The Web Server – Online course provides students with a robust understanding of the advantages of the OnBase Web Server and the inherent functionality it brings to an OnBase solution. Students will implement the OnBase Web Server and configure it to meet specific environmental and business requirements. Students will be exposed, through the use of Hyland Software’s Virtual classroom, to the installation, configuration, troubleshooting, and modification of a Web Server environment. Special attention is provided on the requirements for upgrading a Web Server installation.</p> <p>Duration: 2 days</p>

<p>Application Enabler - Online</p>	<p>The Application Enabler – Online course teaches students how to configure Application Enabler to index documents and retrieve documents while interacting with another application. Students will connect to Hyland Software’s Virtual classroom to install and configure Application Enabler for use with the OnBase Thick Client, Web Client, Disconnected Scanning, and bar code generation. The course provides an in-depth look at installation best practices as well.</p> <p>Duration: 2 days</p>
<p>WorkView Implementation</p>	<p>The WorkView Implementation course is designed to teach students the architecture and configuration techniques for OnBase WorkView. A critical component of the course is the functional requirements discovery process and its associated documentation, which is unique to OnBase WorkView application development. Students are given multiple examples of OnBase WorkView applications as references for use in future design and development projects.</p> <p>Duration: 5 days</p>
<p>Partner Hosted Customer Training Course</p>	<p>Partners may engage Hyland Software Education Services to execute a standard OnBase customer course at their facilities for the partner’s direct customers. This provides the partner with an opportunity to engage their customers, ensure that the system administrators are committed to their role in the OnBase solution, and support the continued growth of the OnBase solution. Partners will be responsible for all travel and expenses for the course and the class size limits apply. This license must be used for all partner hosted courses supporting more than one customer.</p>
<p>OnBase System Administrator Recertification - Online</p>	<p>This four-hour, online, instructor-led course will explore the changes in OnBase and how they directly impact system administration as well as the new features and best practices for administration. The class will also interactively explore areas of OnBase functionality and how they can be used to resolve user and organizational needs. Upon successfully completing this course, any individual who was or is an OnBase Certified System Administrator will have their certification status updated for two years.</p> <p>Duration: 0.5 day</p>



<p>OnBase Workflow Administrator Recertification - Online</p>	<p>This four-hour, online, instructor-led course will explore the changes in OnBase workflow and their impact on new and existing workflow solution. This course will focus on best practices in design and targeting process efficiency. This interactive class will look at the results from various process configuration and apply several workflow strategies to current projects. Upon successfully completing this course, any individual who was or is an OnBase Certified Workflow Administrator will have their certification status updated for two years.</p> <p>Duration: 0.5 day</p>
<p>OnBase End User Training</p>	<p>The OnBase End User Training course is designed to prepare attendees for the use of the OnBase Client or OnBase Web Client for basic retrieval and document interaction. Additional time will be spent performing retrievals using text searching, as well as the creation and viewing of document notes. E-mail and printing of documents will also be covered.</p> <p>Duration: 2 hours per session</p>
<p>Custom Customer Training</p>	<p>Hyland Software can create a training course geared towards the technical needs of individuals who are not pursuing one of the available OnBase certifications. The Customer will be responsible for any additional content generation and course preparation as well as travel and expenses for the technical staff necessary for the course. All Custom Customer Training courses must be reviewed and approved by the Manager of Education Services prior to booking.</p>
<p>Advanced Capture Solutions Training Class</p>	<p>The Advanced Capture Solutions course provides in-depth, hands-on experience with Hyland's Advanced Capture solution. The course focuses on the appropriate installation and configuration of capture solutions, highlights best practices for identification and capture of document information, and administering in-place solutions.</p> <p>Duration: 5 days</p>
<p>TechQuest</p>	<p>TechQuest is a week of hands-on, focused training sessions designed to develop and refine OnBase customers' and resellers' technical knowledge. Attendees will have the opportunity to explore the technical specifications of solution design, work directly with new OnBase and meet one-on-one with Hyland technical and development staff all while networking with other OnBase technical professionals to learn how they leverage OnBase.</p> <p>Duration: 5 days</p>

<p>Basic Electronic Forms - Online</p>	<p>This full day, instructor-led online course explores the essentials of creating HTML forms for use as electronic forms in OnBase. The course will review several tools for creating electronic forms, review the underlying architecture of forms and how they function in OnBase, as well as review best practices for design and manipulation through OnBase and Workflow. Individuals will craft several forms and build upon their knowledge to create electronic forms solutions. The course will also explore the embedding of simple scripts into the forms for data validation.</p> <p>Duration: 1 day</p>
<p>Supporting OnBase</p>	<p>The Technical Support Certification Course provides a unique opportunity for OnBase professionals dedicated to the technical support function to develop practical skills for diagnosing and troubleshooting common support issues. The course includes classroom instruction coupled with practical exercises that address common issues faced by many partner companies in their direct support business. Participants also have an opportunity to work with members of Hyland Software's technical support group in a one-on-one basis, including observation of live support calls and the issue resolution procedures operative at Hyland Software.</p> <p>Duration: 5 days</p>
<p>System Administration - Healthcare</p>	<p>The System Administration for Healthcare Solutions course is designed to provide the same core competencies of the System Administration course while healthcare-specific solutions and functionality. The course introduces new and existing OnBase System Administrators in healthcare settings to the use, maintenance, and administration of OnBase. The class provides in-depth, hands-on practical experience that map directly to the day-to-day activities of an OnBase System Administrator for a Healthcare solution. The class also investigates maintenance strategies and resources available to OnBase System Administrators.</p> <p>Duration: 5 days</p>

<p>OCR for AnyDoc System Administration</p>	<p>The OCR for AnyDoc System Administration is a five day course designed to introduce new and existing AnyDoc System Administrators to the use, maintenance, and administration of the AnyDoc Product Suite. This class focuses on installation, creating and testing master form templates, configuring and working within form family management, batch processing and system maintenance. This week includes training on OCR for AnyDoc and an introduction to AnyDoc CAPTUREit, AnyDoc EXCHANGEit, and AnyDoc MANAGEit.</p> <p>Duration: 5 days</p>
<p>Infiniworx Core</p>	<p>The Infiniworx Core five day course provides an introduction to Infiniworx and creates the foundation for effectively deploying a capture workflow solution for document classification and document and data processing. Participants will learn how to construct workflows using drag-and-drop tools instead of programming, how to virtually eliminate the manual presorting of documents with auto-classification and routing, and how flexibility Infiniworx can be.</p> <p>Duration: 5 days</p>
<p>AnyDoc AnyApp</p>	<p>The AnyDoc AnyApp five day course details how to create, debug and test an AnyApp solution. It uses OCR for AnyDoc, and emphasizes setting up templates for unstructured forms processing specific to invoices. It is designed to teach various problem-solving approaches to acquiring data from unstructured forms. Sections of the class are devoted to various techniques concerning invoices, as opposed to attempting to mention every control on every dialog.</p> <p>Duration: 5 days</p>
<p>Enterprise Integration Server for Developers</p>	<p>The Enterprise Integration Server for Developers course introduces students to the capabilities of the Hyland Enterprise Integration Server. Students will be introduced to the EIS architecture via lecture and labs. Students will build a real-world integration between OnBase and a Line of Business system. The course culminates with a certification exam.</p>

<p>Web Server and Application Enabler Implementation</p>	<p>The Web Server and Application Enabler Implementation course is designed to teach students the architecture and installation techniques for the OnBase Core applications. The course will also cover security and data storage modifications for the Core in addition to appropriate troubleshooting techniques. The class will culminate in a practical implementation of an OnBase solution incorporating the Web Server, Application Enabler, and the OnBase Desktop.</p> <p>Duration: 5 days</p>
<p>Custom Solution Provider Training</p>	<p>Hyland Software can create a training course geared towards the technical needs of individuals who are not pursuing one of the available OnBase certifications. The Solution Provider will be responsible for any additional content generation and course preparation as well as travel and expenses for the technical staff necessary for the course. All Custom Solution Provider Training courses must be reviewed and approved by the Manager of Education Services prior to booking.</p>
<p>Brainware Intelligent Capture: Core Concepts (Training)</p>	<p>This foundation course provides system administrator training on the core product functions. Duration: 5 days</p>
<p>Brainware for Invoices: Installation and Configuration (Training)</p>	<p>Get an in-depth understanding of Intelligent Capture through a step by step project development for invoice processing. Duration: 5 days</p>
<p><b>OnBase Extended Support</b></p>	
<p>Extended Support Fee</p>	<p>Hyland software charges a 15% extended support fee for any customer running on a version of software that has been designated as an "Extended Support Version". This fee is in addition to the Annual Maintenance percentage.</p>
<p><b>OnBase Project Management Services</b></p>	
<p>Daily Project Management Services</p>	<p>Hyland provides project management services that direct, coordinate and support successful implementation of OnBase solutions on an as needed basis, consistent with an agreed upon project plan. The assigned project manager may work from either the customer site or from Hyland's corporate campus as indicated by customer and project requirements. Project management services can be expanded to address customer business and IT consulting needs. Services are provided on a daily fee basis with a requirement that the customer engage two or more days of services per week, on a mutually determined schedule.</p>
<p><b>Process</b></p>	

Workflow Concurrent Client SL	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Workflow Workstation Client SL	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Workflow Named User Client SL	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Workflow Approval Management	Allows business users to configure required approvals, create business rules to evaluate documents and assign approvers in the Unity Client for any OnBase Workflow process. Approval hierarchies from existing business systems can also be leveraged to automatically manage approval assignments.
WorkView Concurrent Client SL	Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
WorkView Workstation Client SL	Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
WorkView Named User Client SL	Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
Information Management Concurrent Client	Provides access to OnBase, along with Workflow and WorkView capabilities, allowing users to perform functions related to case management. Includes E-Forms.
Workflow/WorkView Concurrent Client SL	Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.
Workflow/WorkView Workstation Client SL	Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.

Workflow/WorkView Named User Client SL	Provides the combined functionality of Workflow and WorkView within a single license. Includes E-Forms.
WorkView Integration for Microsoft Outlook	Enables users to view WorkView data related to a selected e-mail within Microsoft Outlook, execute WorkView filters, and full-text search WorkView objects/data (with the Context Search Framework license) in order to gather additional context and information related to a message.
Context Search Framework (WorkView)	Context Search Framework provides a simple interface that makes it easy to full-text search across the data stored in one or more of your WorkView   Case Manager business applications. Administrators can define search scopes that can include one or more record types (classes) and assign them to specific OnBase user groups. End users can then perform simple to advanced searches on data values to quickly and easily locate relevant data records (objects).
Full-Text Search	Full-Text Search allows users to perform powerful searches on collections of full-text indexed documents using input words or phrases, or by using Simple Query Syntax to construct search strings with operators such as AND and OR. Full-text searches can also be combined with OnBase Keyword or date range searches to filter the documents returned. Full-Text Search uses the Hyland Full-Text Server to perform advanced searches and integrate with the OnBase clients. Search and retrieval is significantly faster than an external text search.
E-Forms	Provides the ability to complete, index, and store HTML based documents (forms) from the OnBase Client interface using an HTML form template.
OnBase Interaction with ShareBase	Allows for automating the creation and sharing of documents and folders in ShareBase by leveraging OnBase Workflow. With the interaction license, users can execute configured Workflow tasks in OnBase to add OnBase documents to ShareBase, create or delete ShareBase folders, and create links to ShareBase folders that can be shared with non-ShareBase users.
Business Rules Engine	Allows organizations to react quickly to changing business conditions, adjusting their approach to markets or adding new lines of business. The Business Rules Engine is designed to allow managers to create business rules which can contain parameterized values. This allows shift supervisors to adjust threshold values as needed to account for dynamic business environments.

Workflow Departmental Server	<p>Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts.</p> <p>Allows one department within an organization to create Workflow solutions specific to that department (e.g. an AP department may implement a Requisition process and an AP Review process). If more than one department wishes to use Workflow, they must license additional department licenses or purchase the Workflow Enterprise Server. This license may be applied toward the purchase of Workflow Enterprise Server within one year of the purchase date.</p>
Workflow Enterprise Server	<p>Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts.</p> <p>Allows any number of Workflow applications to be implemented by any number of departments within the enterprise.</p>
Workflow Concurrent Client	<p>Provides access to Workflow functions in order to perform work and complete tasks on documents.</p> <p>License lease begins upon first Workflow activity, ends when user closes or minimizes Workflow.</p>
Workflow Workstation Client	<p>Provides access to Workflow functions in order to perform work and complete tasks on documents.</p>
Workflow Named User Client	<p>Provides access to Workflow functions in order to perform work and complete tasks on documents, for a single named user.</p>
WorkView Server	<p>Provides the ability to create custom applications in OnBase to track issues from start through resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.</p>
WorkView Concurrent Client	<p>Provides the ability to create custom applications in OnBase to track issues to resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.</p>

WorkView Workstation Client	Provides the ability to create custom applications in OnBase to track issues to resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
WorkView Named User Client	Provides the ability to create custom applications in OnBase to track issues to resolution. Supports optional attachment of OnBase documents and user-defined events to issues. Configuration tool allows user to define custom database tables, screens and views.
Workflow/WorkView Concurrent Client	Provides the combined functionality of Workflow and WorkView within a single license. For use with traditional Workflow and WorkView licensing models.
Workflow/WorkView Workstation Client	Provides the combined functionality of Workflow and WorkView within a single license. For use with traditional Workflow and WorkView licensing models.
Workflow/WorkView Named User Client	Provides the combined functionality of Workflow and WorkView within a single license. For use with traditional Workflow and WorkView licensing models.
PDF Framework	Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product.
Conversion Framework for Aspose	Enables users who do not have Microsoft Office to view required documents and convert Word documents to non-editable Tiff images or PDF files.
Conversion From Microsoft Office To Image Framework	Enables users who do not have Microsoft Office to view required documents and convert Word documents to non-editable Tiff images or PDF files.
Full-Page OCR	Provides server-based conversion of images to text. OCR on the Data Capture Server allows for multi-threaded processing with the licensing of multiple cores. Supports multiple languages, processing of bi-tonal, grayscale and color images, and creation of multiple output formats (ASCII text, Adobe PDF, HTML or Microsoft Word). Enables batch processing and ad-hoc document OCR.
Asian Language OCR	Provides the ability to OCR Asian language material.



ICR Support for Advanced Capture	Enables the recognition/extraction of handwritten numerals, text and punctuation characters in conjunction with Advanced Capture. Despite the product sku's (IRIP1) second-last digit being an "1", with OnBase 15, this license has changed to a Workstation license from an Institutional license.
OMR Marks Generator	Custom DLL to generate OMR marks for automatic mail stuffing machinery to be used with the OnBase Image Statements module.
Integration for DocuSign eSignature	Allows OnBase users to upload documents directly to DocuSign, to be securely sent to recipients and signed electronically from any device. Email notifications alert recipients of documents requiring their signatures. Once completed, signed documents are imported back into OnBase to be stored.
Signature Pad Interface (TWAIN)	Allows the real-time signing of TIFF images and OnBase E-Forms within the OnBase Client. The original image is altered with the signature that is scratched on a Topaz signature pad device.
Digital Signatures	Allows users to digitally approve documents within the OnBase system via certificate-based signing. Also, allows signed documents to be routed in Workflow based on the presence or absence of signatures.
Digital Signing Server	Allows server-based digital approval of documents within OnBase via a single certificate-based signature.
EDM Services	Provides the ability to store and manage revisions of documents generated by Microsoft Office and other file formats. Includes multiple file import, revision control, version control, document commenting, checkin/checkout, automatic upload and synchronization of revisions, document templates, and the Briefcase.
Document Composition	Allows for Ad-hoc creation of form letters using Microsoft Word templates. The content of the created document is a combination of merged data form templates, E-Forms, Workflow properties, web services, database queries and nested sub-templates.
Enterprise Document Composition	Allows for Batch and Ad-Hoc creation of form letters using Microsoft Word templates. The content of the created document is a combination of merged data form templates, E-Forms, Workflow properties, web services, database queries and nested sub-templates.
Statement Composition	Provides customers the ability to create better looking, more functional and customer data-specific statements. Through a point-and-click, menu-driven configuration, the user defines what data to include, the data layout and formatting options, and graphical elements-logos, pictures, charts and messaging.

Image Statements	<p>Prints primary documents (usually statements) with supporting documents in a batch process or on an ad hoc basis. The number of statements processed in a month determines the required licensing. Sold in blocks of 1,000.</p> <p>Example: Customer purchases 15,000 statements. The first 10,000 statements are purchased from tier 1. The next 5,000 statements are purchased at tier 2. Future licenses purchased by Customer begin at the tier where their last purchase was made.</p>
Print Distribution	Provides scheduled print back services for remote locations.
Document Distribution	<p>Automatically delivers previously rendered Image Statements electronically to designated recipients via fax, e-mail, CD or web presentment.</p> <p>Sold in blocks of 250 with a minimum initial purchase of 4 blocks (1,000).</p> <p>To determine price:  Recipients x Fee = Price</p> <p>Note: Price is not a monthly fee or annual fee. The formula determines the perpetual cost of the license.</p>
Collaboration	Provides a common workspace for users and teams to share documents and WorkView objects, and allows for threaded discussions around that information. Synchronous collaboration is provided through integration with Citrix GoTo Meeting.
Physical Records Management	Enables organizations to manage the tracking, locating and access of physical records using OnBase as the single interface.

Document Knowledge Transfer & Compliance	Provides the ability for organizations to distribute required reading documents to the workforce and assess employee comprehension for compliance and regulatory purposes.
Enterprise Web Access for Document Knowledge Transfer & Compliance	Provides web-based viewing of required reading documents via the Document Knowledge Transfer & Compliance interface only. Standard Client functionality is restricted. This license does not consume additional Concurrent Clients.
Document Tracking	Enables the storage and tracking of documentation to ensure compliance with Government requirements for Application Processing.
Integration for Microsoft Search	Allows users to search and retrieve OnBase content, along with other enterprise sites and repositories, when using SharePoint or other Microsoft Search-enabled applications.
CAD Services	Provides a central repository for compound documents. Enables CAD compound document activities and functions. Features include import, and enhanced foldering. Necessary for Autodesk AutoCAD or other 3rd party CAD integrations. The purchase of CAD Services will make available the CADDocumentViewer User Group on the Hyland Software Delivery site. The User Group contains the appropriate CAD Document Viewer supplemental file for download, necessary for the rendering of PDFs in the CAD Document Viewer Concurrent Client. Solution Providers will receive one-half (1/2) of their standard OnBase Solution Provider discount on the CAD Services Clients dependent upon the CSIP11 module. Solution Providers will receive their full discount on the CAD Document Viewer Concurrent Client (CADIPC1).
CAD Document Viewer Concurrent Client	Provides users the ability to view and add markups directly to the CAD document displayed in the CAD Document Viewer from within the Unity Client.
Document Packaging & Delivery	Offers users the ability to generate a single, consolidated file from multiple source documents for delivery to third parties. Document Packaging can then be created on an ad-hoc basis with simple mouse click, or in bulk from an OnBase Workflow process using preconfigured rules and actions. Using OnBase Studio and OnBase Configuration user can customize templates to specific requirements to include a dynamic header, footer, and table of contents and configure pre-defined stacking orders based on recipients preference.

<b>Revenue Cycle Management (RCM)</b>	
Denial Management	Enables organizations to isolate medical claim denials and defects and prevent future recurrence. Works in conjunction with Payment Processing to capture paper and electronic denial and remark code data from remittances and can be used as a standalone solution with ingestion of denial data through 3rd party data feeds.
ANSI X12 EDI Toolkit	Provides the Server side license for processing of ANSI X12 Data. Allows separation, splitting, capture and translation for 270, 271, 276, 277, 810, 820, 835 and 837 formats. When paired with either Charge or Payment Processing Modules, transactions can be automatically applied to the host LOB system.
Additional EDI Processing Station	Provides an additional station license for processing of ANSI X12 Data. Allows separation, splitting, capture and translation for 270, 271, 276, 277, 810, 820, 835 and 837 formats.
Additional AutoLink to Host System	Interface created with a Line of Business System that can be activated to provide users with one-click access to patient and/or claim information on the respective host system (i.e. billing, medical records, and utilization review).
RCM Concurrent Client	Provides base document imaging functions including: Scan, Rescan, Indexing and Routing, Inquiry, Output and Archive.
RCM Workstation Client	Provides base document imaging functions including: Scan, Rescan, Indexing and Routing, Inquiry, Output and Archive.
<b>Store</b>	
Document Retention	Manages the retention and disposition of stored documents according to pre-defined business rules, involving the passage of time, allowing for automatic destruction and/or removal from the OnBase document repository.
Records Management	<p>Manages the retention, disposition, and destruction of managed record folders according to an organization's business rules, based on the occurrence of an event in accordance with external regulations or compliance laws.</p> <p>This includes Document Retention (DRIP11).</p>
Document Transfer	Facilitates the movement of documents between multiple OnBase systems, allowing users to interact with information across distributed organizational structures and geographies.

Distributed Disk Services	Regulates public access to a server through middleware software that acts as a proxy for accessing Disk Groups. Because communications with the OnBase Client are handled through TCP/IP, administrators are not required to use Windows Shares or UNC paths for Disk Group access.
Storage Integration for EMC Centera	Provides the ability to configure secondary OnBase Disk Group copies to store files to the Centera platform as an alternative to standard UNC paths.
Storage Integration for IBM Tivoli	Provides the ability to configure secondary OnBase Disk Group copies to store files to the Tivoli platform (using standard file servers or the TotalStorage DR550 hardware) as an alternative to standard UNC paths.
CD Authoring	Provides the ability to utilize CD-R storage for data backups or document exporting/publishing.
DVD Authoring	Provides the ability to utilize DVD storage for data backups or document exporting/publishing.
Blu-ray Authoring	Provides the ability to utilize Blu-ray storage for data backups or document exporting/publishing.
Automated CD Authoring	Provides the ability to automatically create backup CD-Rs from OnBase using the Rimage system.
Automated DVD Authoring	Provides the ability to automatically create backup DVDs or from OnBase using the Rimage system.
Publishing	Allows an end user to distribute OnBase runtime units in order to retrieve exported OnBase documents, creating a self-contained OnBase system for distribution. This is a renewable annual license.

Aggregate Publishing	<p>Allows customers receiving published CDs/DVDs to have a database that contains index/pointer information for multiple published CDs/DVDs. When they receive a new published CD/DVD, they will update the aggregate database with the new index/pointer information.</p> <p>In order to properly license the above scenarios, the company that produces the published CD/DVD will have to acquire an Aggregate Publishing license for each customer that takes advantage of this functionality.</p>
Automated CD/DVD Publishing	<p>Extends Export/Publishing to a “lights-out” operation. Instead of having people dedicated to launching Export or Publishing jobs directly through the Client, they can now define the jobs in advance and have the OnBase system produce CD-R or DVD output for them at pre-determined intervals throughout the year.</p> <p>If you are publishing information for 500 institutions, you would buy 1 of the first tier and 4 of the second tier. The number of CD/DVDs created per year for an institution is not relevant. (For example, twelve monthly CDs or DVDs sent to an institution, each containing the same set of document types, would equate to a single license).</p>
Encrypted CD/DVD Publishing	<p>Allows users to produce a CD/DVD with encrypted contents. This eliminates the ability for someone to casually browse the document files or database that comes on the media.</p>
Export	<p>Exports documents and their respective indexes out of an OnBase system. These documents and indexes can be imported into another OnBase system or used in conjunction with the OnBase Publishing module.</p>
Encrypted Alpha Keywords	<p>Enables storage of sensitive alpha-numeric keywords in an encrypted format.</p>
Encrypted Disk Groups	<p>Enables organizations to encrypt documents as they are imported into OnBase and stored on a file server. If viewed outside of OnBase, documents will be unreadable.</p>

Single Sign-On for Microsoft Active Directory Service	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for CA eTrust SiteMinder	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for Custom Applications	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for PeopleSoft Enterprise	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for IBM Tivoli Access Manager	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for RSA Access Manager	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for SAML	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for Central Authentication Service (CAS)	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
Single Sign-On for Microsoft Active Directory Federation Services	Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications.
<b>Enterprise Search</b>	
Enterprise Search	Enterprise Search is an application that provides secure unified information access to all your content across diverse enterprise systems. Perceptive Enterprise Search takes advantage of the full breadth of technology in the Search Product Family and is easily scalable to thousands of users or documents. Enterprise Search is licensed by server. Sizing recommendations guidelines are 200 concurrent users or 2 million documents.
<b>Customer Communication Management</b>	

Content Composer

Content Composer provides a cost-effective and consistent way to create and deliver customized correspondence your customers' need, without time-consuming data gathering and manual document assembly. By using Content Composer, customers can access the data they need simultaneously from multiple data sources, prepopulate the necessary documents, and provide dynamically individualized correspondence to their clients/customers in record time, while drastically reducing documentation costs.



Hyland Requirements	3rd Party Requirements
<p>Required for each OnBase Database. Includes a Workstation Client license.</p>	<p>Supported SQL DBMS.</p>
<p>Required for each OnBase Database. Includes a Workstation Client license.</p>	<p>Supported SQL DBMS.</p>
<p>Application Server and Valid Client Licenses</p>	

Unity Client Server

Unity Client Server. Any individually purchased Workflow SL license (which includes E-Forms); or E-Forms plus any non-SL Workflow license.

Unity Client Server

Concurrent or Named User Client license for each user.

Web Server. Valid Client license.

<p>Web Server. Unity Client Server (to view data related to access requests). A Workflow license (for approval of access requests and creation of user accounts). Monthly Active-User Fee for each user as determined by the level of functionality, as contained in the External Access Client Product Description. An "Active-User" is one who has an account providing access to the portal and who logs in to the portal through that account within a given month. For International Users, the local currency price of the Active-User fee is achieved by taking the listed US Dollar list price and applying the standard final rate of exchange applied to all other products on the given country's list. In order to expose a given functionality to external users (for example, DKT), said functionality must be licensed separately. When External Access Client is licensed in a Subscription environment, the Subscription factor is applied to the server module price, but the monthly Active-User price is preserved as listed.</p>	<p>Windows Server.</p>
<p>Valid Client License and Application Server. If using Workflow, a Workflow Client license is required.</p>	<p>iPad Device</p>
<p>Valid Client License and Application Server. If using Workflow, a Workflow Client license is required.</p>	<p>iPhone Device</p>
<p>Valid Client License and Application Server. If using Workflow, a Workflow Client license is required.</p>	<p>Android Device</p>
<p>Valid Client License and Application Server. If using Workflow, a Workflow Client license is required.</p>	<p>Windows Tablet Device</p>
<p>Valid Client license.</p>	<p>Microsoft Outlook</p>

Application Server	
Web Server.	
Required for each OnBase Database.	Supported SQL DBMS.
Valid Client license.	

Valid Client license.	
Valid Client license. Before selling this module, discussions must be held with Hyland to verify the application being proposed. All proposed applications must be approved by Hyland Software in writing. Make no assumptions.	
Valid Client license.	
Two separate executables provided at software purchase: 1) Branch Capture Scanning and 2) Balancing. Institutions are able to license as many workstations as required with the executables for the single branch fee.	Check Image Processor from Fiserv ImageSoft, the Branch Capture Check Processor format and a supported Panini Check Scanner. (Sold Separately)
Branch Capture.	A2iA CheckReader. (Sold Separately)
Appropriate blocks of Query API (OnBase Unity/Core)	Q2 Home Banking
Valid Client license	Misys FusionBanking Credit Management Enterprise
None	Oracle's PeopleSoft Campus Solutions. Microsoft SQL Server.

None	Oracle's PeopleSoft Campus Solutions. Microsoft SQL Server.
None	Oracle's PeopleSoft Campus Solutions. Microsoft SQL Server.
None	Banner by Ellucian. Microsoft SQL Server.
None	Banner by Ellucian. Microsoft SQL Server.
None	Banner by Ellucian. Microsoft SQL Server.
None	Colleague by Ellucian. Microsoft SQL Server.
None	Colleague by Ellucian. Microsoft SQL Server.
None	Colleague by Ellucian. Microsoft SQL Server.
Module-specific features are only available when the given module is licensed.	Microsoft SQL Server.
Includes a Workstation Client license.	Utilizes Pegasus Toolkit (Provided by Hyland)
Includes a Named User Client license.	Utilizes Pegasus Toolkit (Provided by Hyland)
Includes Workstation Client License.	Utilizes ISIS and Pegasus Toolkits (Provided by Hyland)

	If utilizing Kofax, the Kofax software or a Kofax image processing board is required.
At a minimum a Workstation Client license, which is not included.	
Named User Client License	
The OnBase document retrieval option requires an OnBase Concurrent or Named User Client when running in Desktop mode. (Client license not included).	
Valid Web Server license and either a Concurrent or Named Client license.	
Installation of OnBase Advanced Capture software (included) on user workstation and a valid Client license.	
Installation of OnBase Advanced Capture software (included) on user workstation and a valid Client license.	
Unity Client Server. Valid Client license.	
Provides the ability to specify how fax documents are configured for automatic import into OnBase upon receipt at the Esker Fax Server.	Esker Fax
	Fuji Xerox MFP device (sold separately).
Includes a Named User Client.	v 8.5 or higher of RightFax software.

	uniFLOW v5.4; uniFLOW Edition + Scan per Device License for MEAP + Additional Scan Workflow License; uniFLOW for SMB + Scan per Device Addition for MEAP + Additional Scan Workflow License; uniFLOW Capture + Additional Scan Workflow License.
	Nuance OCR (Provided by Hyland Software)
Document Imaging or DIP license.	Pegasus Toolkit (Provided by Hyland).
In standalone mode: Requires OnBase Desktop and a valid OnBase Client License. When used with Application Enabler: Requires Application Enabler, OnBase Desktop, and a valid OnBase Client License.	
Valid Client license and Production Imaging license.	
Valid Client license.	To use Windows 98 or NT, you must purchase the Leadtools Print Driver. (Sold Separately)
Includes a Workstation Client license. To process PCL, AFP or DJDE natively, the respective OnBase Input Filter is required.	To process Metacode, third party conversion software is required to convert these formats to PCL.
Includes a Workstation Client license. To process PCL, AFP or DJDE natively, the respective OnBase Input Filter is required.	To process Metacode, third party conversion software is required to convert this format to PCL.



Includes a Workstation Client license.	
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Includes a Workstation Client license.  Hyland provides processing for files from IBM, Bancotec, Unisys, NCR and other formats including COFF. All files must be sent to Hyland Software for verification prior to the sale. Make no assumptions.	
COLD/ERM license.  Due to the variety of data streams, Hyland Software must verify that a PCL stream can be processed prior to selling this module. Please make no assumptions.	
COLD/ERM license.  Due to the variety of data streams, Hyland Software must verify that an AFP stream can be processed prior to selling this module. Please make no assumptions.	
COLD/ERM license.	

Valid Client license.	Proper licensing of a third-party email application that supports IMAP or POP3 protocol.
Valid Client license and Web Server license.	Microsoft Sharepoint (See Modular Reference Guide for more details).
Includes a Named User Client.	Biscom FAXCOM
	eCopy ShareScan and an eCopy supported scanner or digital copier. (Sold Separately)
	eCopy ShareScan and an eCopy supported scanner or digital copier. (Sold Separately)
Application Server.	HP MFP device. (Sold Separately)
Application Server.	bizhub MarketPlace Connect to OnBase (Sold Separately), Konica Minolta bizhub MFP device (Sold Separately)
Application Server.	Requires Dispatcher Phoenix 6.0 or higher and Konica Minolta bizhub MFP device (both Sold Separately)
Application Server.	KYOCERA MFP device. (Sold Separately)
Application Server.	Sharp MFP device with OSA enabled. (Sold Separately)
Application Server.	Xerox MFP.

Required for each OnBase Database.	Supported SQL DBMS.
Includes a Workstation Client license.	If utilizing Kofax, the Kofax software or a Kofax image processing board is required.
OnBase Agenda	

OnBase Plan Review or Plan Review Concurrent Client or Plan Review Named User Client	The application with which OnBase Plan Review will be integrated.
OnBase Plan Review and its OnBase Requirements.	Tempest Development Group permitting software.
Valid Client licenses	Azteca Cityworks and Cityworks Document Management API for OnBase, both purchased from Azteca
Web Server	Accela Automation Version 6.7
Web Server.	
	CourtView software (latest version of 2.35 and above)

Web Server and HL7	Epic MU7 version.
Valid Client license. Integration for Epic. OnBase Mobile Healthcare App available on the Apple App Store.	Epic Canto and/or Epic Haiku. iPad 2 or higher (Canto), or iPhone 4S or higher (Haiku).
Unity Client Server and Front Office Scanning	

Multi-User Server, Web Server, HL7 Module, and MRMS Signing Concurrent Clients.	Customer needs to have an internal 3rd party HL7 interface.
HL7 (HLIPW1)	
HL7 (HLIPW1)	

Medical Records Management Solution.	
Multi-User Server and EDM Services.	
None	None
HL7	Optum CAC
HL7 Module	3M CAC
HL7	Nuance CAC
Requires a valid Client license.	
Valid Client license.	
Valid Client license.	
Valid Client license.	
Integration for Epic.	
Valid Client License.	Associated Electronic Medical Record Systems.
Web Server and HL7.	

Web Server and HL7.	
Web Server and HL7.	
Workstation Client for Allscripts Homecare Integration.	Allscripts Homecare.
Integration for Allscripts Homecare.	Allscripts Homecare.
GE Centricity Clinical indexing station, GE Centricity Concurrent Client and GE Centricity Document Imaging.	GE Centricity.
GE Centricity Multi-user Server, GE Centricity Clinical indexing station and GE Centricity Document Imaging.	GE Centricity.
GE Centricity Multi-user Server, and GE Centricity Clinical indexing station.  Includes a Workstation Client license.	GE Centricity.
GE Centricity Multi-user Server, and GE Centricity Document Imaging.  Includes a Workstation Client license.	GE Centricity.



<p>GE Centricity Multi-user Server, GE Centricity Clinical indexing station and GE Centricity Concurrent Client.</p>	<p>GE Centricity.</p>
	<p>If utilizing Kofax, the Kofax software or a Kofax image processing board is required.</p>
<p>The OnBase document retrieval option requires an OnBase Concurrent or Named User Client when running in Desktop mode. (Client license not included).</p>	
<p>Valid Client License</p>	<p>GE Centricity</p>
<p>Valid Client License</p>	
<p>To qualify for these services, dates of service must be ordered and scheduled in advance on a single purchase order and must be supported by a similar purchase order from the end user to the Solution Provider.</p>	
<p>None.</p>	<p>None.</p>

None.	None.
None	None
	Supported Migrations:  - Sybase or SQL Server to Oracle - Sybase or Oracle to SQL Server
Requires a written development agreement with Hyland. By default, Hyland Software, Inc. retains full ownership and rights to any software developed.	

To qualify for these services, dates of service must be ordered and scheduled in advance on a single purchase order and must be supported by a similar purchase order from the end user to the Solution Provider.

None

None

Web Server.

Valid Client license.

Includes Bar Code Generator.

Valid Client license.  Includes Bar Code Generator.	
Valid Client license.	Microsoft Office
None.	Windows Server.
Web Services Publishing (WSPIPI1)	

In addition to the Unity Integration Toolkit license, the necessary Client licenses are required. These can either be: 1) the necessary block of Query API retrievals or 2) the necessary number of OnBase Clients at 200 queries per hour. Requires module specific licensing (e.g. Workflow) when accessed through Unity. Other requirements will depend on the specifications of the solution.

ASP.NET and other Web-based applications require a valid Web Server license (WTIPW1).

A query is considered a search for a document or set of documents through the API. If you are running the OnBase Client or OnBase Core as an API broker, you receive 200 queries per hour at no cost through the OnBase Client or through the OnBase Core. Anything beyond 200 queries per hour on a single workstation or server requires this module.

The necessary query licenses must be purchased for each database desired to use this license.

Valid Client license.

Valid Client license.

Includes the OLE Viewer for use with SAP ArchiveLink	Windows 2000 Server or 2003 Server. Microsoft .NET Framework v 1.1 or greater. SAP RFC library v 4.5 or greater. SAP SSF library v 4.5 or greater.
OnBase Client v 3.9 or greater. Connector for use with SAP ArchiveLink.	SAP ArchiveLink v 4.5 or greater.
Connector for use with SAP ArchiveLink.	SAP RFC library v 4.5 or greater and SAP SSF library v 4.5 or greater.
OnBase Client v 3.9 or greater. OnBase Connector for use with SAP ArchiveLink.	Microsoft Windows 2000 Server or 2003 Server. Microsoft .NET Framework v 1.1 or greater. SAP ArchiveLink v 4.5 or greater. SAP RFC Library v 4.5 or greater.
Valid Client license and a Web Server license. Requires a corresponding license for specific Web Parts exposed. For example, if you were using the Web Part for Workflow, you would require a Workflow license.	Microsoft Sharepoint (See Modular Reference Guide for more details).
Import Processor or Imaging license, and Web Server.	Microsoft Sharepoint (See Modular Reference Guide for more details).
Version Requirement: EP1	

<p>Concurrent Client or Named Client license and a Web Server license.</p>	<p>Requires ArcGIS Server v9.3 SP1 or higher for the Microsoft.NET Framework.</p>
<p>Document Import Processor.  Recommend five (5) days of Custom Solutions Group services.  Recommend five (5) days of Installation Services.</p>	
<p>Valid Client Licenses</p>	

Minimum initial purchase of 4 Local Government Concurrent Clients.

Minimum initial purchase of 4 Local Government Named User Clients.

Concurrent or Named User Client license for each user. Includes StatusView.

Valid Client license.  
Includes Bar Code Generator.



<p>Valid Client license.</p> <p>Includes Bar Code Generator.</p>	
<p>Valid Client license.</p>	<p>To use Windows 98 or NT, you must purchase the Leadtools Print Driver. (Sold Separately)</p>
<p>Includes a Workstation Client license.</p>	<p>If utilizing Kofax, the Kofax software or a Kofax image processing board is required.</p>
<p>Includes a Workstation Client license.</p>	<p>Utilizes Pegasus Toolkit (Provided by Hyland)</p>
<p>Includes Workstation Client License.</p>	<p>Utilizes ISIS and Pegasus Toolkits (Provided by Hyland)</p>
	<p>If utilizing Kofax, the Kofax software or a Kofax image processing board is required.</p>
<p>Valid Client license.</p>	<p>Microsoft Outlook</p>
<p>Valid Client license.</p>	

Valid Client license.	
Valid Client license.	Supports distributed Disk Group storage on Windows 2000/2003 Server or Enterprise ES.
OnBase Plan Review and its OnBase Requirements.	Tempest Development Group permitting software.
OnBase Plan Review.	The application with which OnBase Plan Review will be integrated.
Valid Client licenses.	Azteca Cityworks and Cityworks Document Management API for OnBase, both purchased from Azteca
Installation of OnBase Advanced Capture software (included) on user workstation and a valid Client license.	
Valid Client license.	See Modular Reference Guide.
Unity Client Server	
Valid Client license.	
	Office 2007 (If Excel output is desired)

Web Server, StatusView, and Workflow licenses.

Hyland Software charges a 10% maintenance reinstatement fee for maintenance that has lapsed. To reinstate, 100% of the maintenance fees for the lapsed period must be paid, plus an amount equal to 110% of the Annual Maintenance fee for the renewal period commencing on the effective date of such reinstatement. If a solution provider does not maintain two (2) full-time OnBase Certified Installers on staff, Hyland Software reserves the right to provide primary support and bill the full annual maintenance fees directly to the end user and retain the full amount of such fees.

Hyland Software charges a 10% maintenance reinstatement fee for maintenance that has lapsed. To reinstate, 100% of the maintenance fees for the lapsed period must be paid, plus an amount equal to 110% of the Annual Maintenance fee for the renewal period commencing on the effective date of such reinstatement. If a solution provider does not maintain two (2) full-time OnBase Certified Installers on staff, Hyland Software reserves the right to provide primary support and bill the full annual maintenance fees directly to the end user and retain the full amount of such fees.

<p>1) The monthly software subscription fee is calculated by taking the total selling price of all software perpetual licenses multiplied by 4%. 2) Subscription fee includes software maintenance. 3) Solution Provider discounts apply. 4) Hyland Software charges an additional 1% subscription fee for any customer running on a version of software that has been designated as an "Extended Support Version". This fee is in addition to the existing Subscription Fees.</p>	
<p>Please refer to the OnBase License &amp; Service Fee Schedule for Perpetual list prices. Annual software maintenance must be current to be hosted on the OnBase Online Network.</p>	





Solution Provider Discounts Do Not Apply	
Application Sever	
Students must successfully complete the Pre-Installation Web-based Training course.	

Students must successfully complete the Introduction to Installation class.

It is highly recommended that students must have an OnBase solution implementation for at least one (1) month. Students must successfully complete the Pre-Installation Web-based Training course.

Students must successfully complete the System Administration class.

Students must successfully complete the Introduction to Installation class and the Preparing for Workflow Web-based Training course.



Students must successfully complete the Introduction to Workflow class.

Pre-Installation Web Based Training (WBT).  
Entry-level object-oriented programming experience.

Students must have successfully completed the System Administration class.

Students must successfully complete the System Administration course.  
A PC, internet connection, and telephone will be required for the duration of the course.  
Solution Provider discounts do not apply.

Students must successfully complete the System Administration course.

A PC, internet connection, and telephone will be required for the duration of the course.

Solution Provider discounts do not apply.

Students must have successfully completed the System Administration class.

All attendees must have completed the course prerequisites prior to the beginning of the class. Additionally, a class roster must be submitted two weeks before the beginning of the class.

Students must have completed the System Administration course. OCSA status is recommended. Solution Provider discounts do not apply.

Students must have completed the Introduction to Workflow course. OCWA status is recommended. Solution Provider discounts do not apply.

Students should have access to an OnBase implementation after attending the course to ensure that they will be able to immediately utilize the knowledge they obtain from the class.

The prerequisites for the custom course will vary based on the course content and technical skills required.

Students must have completed the System Administration or Introduction to Installation course.  
Solution Provider discounts do not apply.

<p>Students must have completed the System Administration or Introduction to Installation course. Completing a first level Workflow course is recommended. Solution Provider discounts do not apply.</p>	<p>Basic knowledge of HTML</p>
<p>Students must successfully complete the Introduction to Installation class.</p>	
<p>It is highly recommended that students must have an OnBase solution implementation for at least one (1) month. Students must successfully complete the Pre-Installation Web-based Training course.</p>	

AnyDoc: Product Overview Web-Based Training

AnyDoc: Product Overview Web-Based Training

Students must successfully complete OCR for AnyDoc System Administration course. Experience with VB Scripting is required.

Students must successfully complete the Introduction to Installation class.

Solution Provider discounts do not apply.

The prerequisites for the custom course will vary based on the course content and technical skills required.

Solution Provider discounts do not apply.



Valid Client license.	
Valid Client license.	
Valid Client license.	
Valid Client license, Workflow license, and Unity Client Server	None.
Web Server or Unity Client Server and a valid Client license. If using the web viewer, Web Server is required. If using the Unity viewer, Unity Client Server is required.	
Web Server or Unity Client Server and a valid Client license. If using the web viewer, Web Server is required. If using the Unity viewer, Unity Client Server is required.	
Web Server or Unity Client Server and a valid Client license. If using the web viewer, Web Server is required. If using the Unity viewer, Unity Client Server is required.	
Multi-User Server. Any module-specific functionality provided by additional OnBase products is required to be licensed separately.	
Any respective Workflow and WorkView requirements.	
Any respective Workflow and WorkView requirements.	

Any respective Workflow and WorkView requirements.	
WorkView and Application Server. To enable full-text and advanced search, Context Search Framework is required.	Microsoft Outlook
WorkView and Application Server	
ShareBase and Workflow	
Workflow.	



Valid Client license and matching Workflow Client license.	
Valid Client license and matching Workflow Client license.	
Valid Client license and a Workflow Server license.	
Valid Client license and a Workflow Server license.	
Valid Client license and a Workflow Server license.	
Valid Client license, WorkView Client license for each user, and a Web Server or Unity Client Server license.	
Valid Client license and a WorkView Server license.	

Valid Client license and a WorkView Server license.	
Valid Client license and a WorkView Server license.	
Departmental Workflow Server and/or Enterprise Workflow Server, and WorkView Server. E-Forms are still required to be purchased separately.	
Departmental Workflow Server and/or Enterprise Workflow Server, and WorkView Server. E-Forms are still required to be purchased separately.	
Departmental Workflow Server and/or Enterprise Workflow Server, and WorkView Server. E-Forms are still required to be purchased separately.	
	Datalogics (Provided by Hyland Software)
Hyland Software provided DLL. Please contact Tech Support for download instructions.	
Hyland Software provided DLL. Please contact Tech Support for download instructions.	
Valid Client License required. Installation of the Data Capture Server OCR engine (Provided by Hyland).	
Advanced Capture, Batch OCR or Full-Page OCR	

Advanced Capture	Nuance OCR (Provided by Hyland Software)
Image Statements.	
Valid Client license.	DocuSign Enterprise Edition. Signature pad or mobile device required if these are the chosen methods of signing.
Valid Client license.	
Valid Client license.	Organizations must obtain digital certificates from a Certificate Authority (CA) or act as their own CA.
Valid Client License	Organizations must obtain digital certificates from a Certificate Authority (CA) or act as their own CA.
Valid Client license.	If saving and retrieving Microsoft Office documents, licenses for those software applications are required.
Valid Client license.	See Modular Reference Guide.
Valid Client license.	See Modular Reference Guide.
COLD/ERM. Includes the Archival API.	

Valid Client license. Sold in blocks of 1,000.	
Valid Client license.	
<p>Image Statements.  CD Publishing distribution requires:  Automated CD Authoring, Export and  Publishing (AAIPW1, EXIPC1, PBIAl1).</p>	<p>Fax distribution requires WinFax Pro (v 8.0).  E-mail distribution requires Microsoft Exchange Server.  URL notification distribution requires Web Server (WTIPW1) and Microsoft Exchange Server.  CD Publishing distribution requires: Rimage PC unit and software, Sybase SQL Anywhere restricted run-time database license, Sybase SQL Anywhere standalone database. (Sybase SQL Anywhere v 5.504, 7.x or 8.x are supported).</p>
<p>Valid Client License. Web Server license if:  1. Discussion threads are required for WorkView objects (WorkView Sold Separately), and/or  2. A Web Client Collaboration environment is required.</p>	<p>Citrix GoTo Meeting Corporate Account if synchronous collaboration is desired. (Sold Separately)</p>
<p>Valid Client license.</p> <p>The Document Retention module is optional for implementing retention and/or disposition plans for physical records.</p>	

<p>Valid Client license. Optionally, requires an EDM Services license if check in, checkout and revisions of documents are desired. Unity Client Server is also required for the administration of the Compliance Testing portion for customers using the Testing functionality.</p>	<p>None.</p>
<p>Document Knowledge Transfer &amp; Compliance and Web Server</p>	<p>None.</p>
<p>Unity Client Server</p>	
<p>Valid Client license and a Web Server license.</p>	<p>Microsoft Office SharePoint Server (MOSS) 2007.</p>
<p>Valid Client license and Desktop. EDM Services. Does not require CAD Services Clients for the compound document activities or if you own your own viewer. To view/markup CAD documents in the Unity Client using the Engineering CAD Viewer, an AutoVue Named Client license is required for each user.</p>	<p>Autodesk, SolidWorks or MicroStation</p>
<p>Valid Client license, Unity Client Server and CAD Services. For Documentation related to CAD Document Viewer Concurrent Client, see the CAD Services v16 sp1 MRG.</p>	

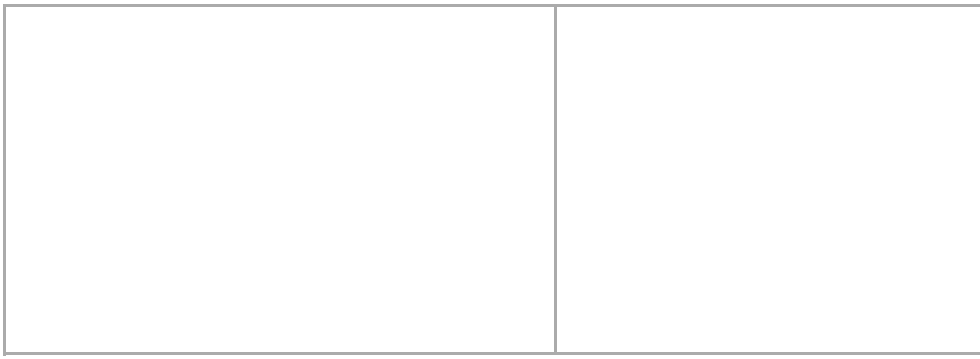
Data Analytics Report Manager	
ANSI X12 EDI Toolkit	
One of the following: POS Cash Receipts, Charge Posting, Payment Posting, Payment Worklists, Denial Management, AR Management"	
Standard OnBase Client	
OnBase Client License	
Valid Client license.	
Valid Client license.	
Application Server	

Valid Client license.	Supports distributed Disk Group storage on Windows 2000/2003 Server or Enterprise ES.
Valid Client license.	EMC Centera
Valid Client license.	IBM Tivoli
Valid Client license.	Minimum hardware requirements: Please visit <a href="http://www.teamonbase.com">www.teamonbase.com</a> .
Valid Client license.	Minimum hardware requirements: Please visit <a href="http://www.teamonbase.com">www.teamonbase.com</a> .
Valid Client license.	Minimum hardware requirements: Please visit <a href="http://www.teamonbase.com">www.teamonbase.com</a> .
Includes a Workstation Client license.	Rimage PC Unit and software required.  Minimum hardware requirements: Please visit <a href="http://www.teamonbase.com">www.teamonbase.com</a> .
Includes a Workstation Client.	Rimage PC Unit and software required.  Minimum hardware requirements: Please visit <a href="http://www.teamonbase.com">www.teamonbase.com</a> .
Valid Client license and Export. If Publishing to CD-R or DVD, requires the respective Authoring module.	Matching versions of the Sybase SQL Anywhere Standalone and Runtime database products (v 5.5, 7.x, 8.x or 9).

<p>Valid Client license, Export, and Publishing. Can be deployed with Automated CD Publishing.</p>	<p>Matching versions of the Sybase SQL Anywhere Standalone and Runtime database products (v 5.5, 7.x, 8.x or 9).</p>
<p>Valid Client license, Automated CD or DVD Authoring, Export and Publishing.</p>	<p>Rimage PC Unit and software, and matching versions of the Sybase SQL Anywhere Standalone and Runtime database products (v 5.5, 7.x, 8.x or 9).</p>
<p>Export and Publishing and the requirements of those licenses as well as either CD or DVD Authoring or Automated CD or DVD Authoring. Will work in conjunction with Document Distribution using CD/DVD Publishing and Automated CD/DVD Publishing. These licenses are sold separately.</p>	<p>When used with Rimage, requires the respective software and hardware for those solutions.</p>
<p>Valid Client license. If Exporting to CD-R or DVD, requires the respective Authoring module.</p>	<p>Sybase SQL Anywhere Standalone v 5.5, 7.x, 8.x or 9.</p>



OnBase Web Client configurations are supported. OnBase Client and the Desktop are not supported.	Appropriate Single Sign-On service.
OnBase Web Client configurations are supported. OnBase Client and the Desktop are not supported.	Appropriate Single Sign-On service.
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OnBase Web Client configurations are supported. OnBase Client and the Desktop are not supported.	Appropriate Single Sign-On service.
Valid Client license	Appropriate Single Sign-On service.
OnBase Web Client configurations are supported. OnBase Client and the Desktop are not supported.	Appropriate Single Sign-On service.
Application Server. OnBase Web Client configurations are supported. OnBase Client and the Desktop are not supported.	Microsoft's Active Directory Federated Services (ADFS)
Completion of applicable product training courses, as identified by Hyland, is required.	



**Exhibit I**  
**to**  
**SERVICES CONTRACT**  
**TO FURNISH**  
**DOCUMENT AND INFORMATION LIFECYCLE MANAGEMENT ON A REQUIREMENTS BASIS (the “Services Contract”)**

In the case of any inconsistencies between the terms of the Services Contract, including the Services Contract’s silence as to any matter, and Iron Mountain Service Specific Terms and Conditions (“SSTC”), such SSTCs shall govern.

**Iron Mountain**  
**Service Specific Terms and Conditions**

**Terms and Conditions Applicable to Records Management, Data Management, Document Conversion, Image on Demand, Secure Shred Services, Secure IT Asset Disposition Services, Consulting Services, Policy Center, Data Center Colocation Services, Insight, Data Restoration Services, and the Framework Services Agreement and Service Specific Terms and Conditions for Iron Mountain Hyland Hosted Solution Service**

All Services provided by Iron Mountain are subject to the following General Terms and Conditions. In addition, Image on Demand (IOD) services, and Data Management (DM) services, Document Management Services (DMS), Secure Shred Services, Secure IT Asset Disposition Services (SITAD) , Consulting Services, Data Restoration Services, Data Center Colocation Services, Policy Center Services and Insight Services are subject to the respective Special Terms and Conditions.

**General Terms and Conditions**

Iron Mountain Information Management, LLC (“Iron Mountain” or “IM”) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a “Schedule”), and Customer will pay IM for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

1. VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the

cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

2. LIMITATION OF LIABILITY. Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth in these General Terms and Conditions and the Special Terms and Conditions below.

3. Customer Instructions. Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases IM from all liability by reason of the destruction of materials pursuant to Customer's authorization.

4. Operational Procedures. Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional charges, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such charges in advance.

5. Force Majeure. Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.

6. Governmental Orders. IM is authorized to comply with any subpoena or similar order related to the Deposits, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.

7. Confidentiality. "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.

8. Additional Limitation of Liability.

a. Liability for Loss or Damage to Deposits. IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data

security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided in Provision 2 of these General Terms and Conditions. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence of IM. If liable, the amount of IM's liability is limited as provided in Provision 2 of these General Terms and Conditions.

c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, 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.

9. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.

10. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed a "custodian" of the records or "designee" of Customer under state or federal law with respect to such records.

11. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.

12. **Safe Materials and Premises.** Customer shall not store with IM any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value.

13. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within forty-five (45) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s). Notwithstanding the foregoing or any other provision hereof, no termination shall be effective prior to the permanent withdrawal of all material stored with Supplier (not to exceed 180 days) and the payment in full for such storage and related services.

**Special Terms and Conditions-Document Conversion (DMS) and Image on Demand (IOD) Services**

1. Limitations and Exclusions of Liability. Iron Mountain shall not be liable under this Agreement 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 to the amount paid by Customer for a discrete project or, if the service is of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service.
2. Ownership Warranty. Customer warrants that: (i) it is the owner or legal custodian of the Deposits; (ii) it has full authority to direct the disposition of the Deposits in accordance with this Agreement; and (iii) Iron Mountain's imaging or otherwise processing the Deposits shall not violate the rights of any third party.

**Special Terms and Conditions-Data Management**

1. No Product Warranty. Iron Mountain hereby assigns to Customer any manufacturers' warranties applicable to any products sold by Iron Mountain pursuant to this Agreement. Iron Mountain provides no warranties related to products sold. WITH RESPECT TO PRODUCTS SOLD BY IRON MOUNTAIN TO CUSTOMER, IRON MOUNTAIN MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Special Terms and Conditions-Secure Shred**

1. Limitations and Exclusions of Liability. IM shall not be responsible or liable for the release, disclosure, or loss of any materials deposited in secure containers or otherwise delivered to it for secure shredding unless the release, loss, or disclosure is due to IM's negligence. IM's maximum liability for all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services being provided during the six (6) months preceding the event which gives rise to a claim. IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. Ownership Warranty. Customer warrants that it is the owner or legal custodian of, or otherwise has the right to deliver for secure shredding, any and all materials provided to IM hereunder. Customer agrees to reimburse IM for any expenses reasonably incurred (including reasonable legal fees) by IM as a result of IM's compliance with Customer instructions regarding the disposition of such materials.
3. Hazardous Materials. Customer shall not deposit into secure containers nor deliver to IM any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. Customer's premises where IM employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions. Customer warrants that it shall only place paper-based materials in the Secure Consoles or 65-gallon bins together, (the "Shredding Bins"). For the avoidance of doubt, if any small paperclips, staples, or binder clips are attached to such paper based materials, they may also be deposited in the Shredding Bins. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this provision.

### **Special Terms and Conditions-Secure IT Asset Disposition**

1. Secure IT Asset Disposition Services. "IT Assets" shall mean the Customer's computer hardware and electronic equipment processed by IM in connection with this Agreement including, without limitation, personal computers, monitors, laptops, hard drives, printers, facsimile machines, and other computer equipment and computer related peripherals.
2. Representations and Warranties. Customer represents and warrants to IM that Customer is the owner, legal custodian, or otherwise has the right to deliver for confidential destruction the IT Assets and any materials or data Customer provides to IM in connection with the IT Assets. Customer shall only deliver to IM those IT Assets listed as accepted in a schedule or statement of work, and shall not deliver to IM any material considered toxic, dangerous, or regulated under any federal or state law. Customer represents and warrants that: 1) the IT Assets are "Universal Waste" and do not constitute a "Hazardous Waste" as such terms are defined by the EPA, 2) the IT Assets shall be packaged in a manner to prevent releases into the environment, and 3) that their removal by IM does not constitute a violation of any federal, state, or local environmental laws or regulations.

### **Special Terms and Conditions -Consulting Services**

1. Limitation of Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with this Amendment regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the amount paid by Customer pursuant to the applicable SOW. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Amendment including any loss of profits, interruption of business, loss of data, or cost of recreating any data, however caused, under any theory of liability, regardless of whether any remedy set forth herein fails of its essential purpose, and even if a Party knew of or should have known of the possibility of such loss or damage. This section is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of the section will remain in full force and effect. This section survives the expiration or termination of this Amendment.
2. Infringement Indemnification. Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services or Deliverables infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorizes Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability in Section 7. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services or Deliverables in or from an application or environment or on a platform or with devices not authorized in the applicable Iron Mountain published documentation or other requirements specified in the SOW or this Amendment; (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this

Amendment. If any Services or Deliverables are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option (a) procure the right for Customer to continue using or accessing the Services or Deliverables, (b) replace the Services or Deliverables with non-infringing equivalent service or deliverables; or (c) modify the Services or Deliverables to make them non-infringing. This section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Amendment.

### **Special Terms and Conditions -Pathology Services**

**1. Definitions.**

- a. "Pathology Assets" shall mean any and all Customer materials delivered to Iron Mountain pursuant to the attached schedule, statement(s) of work or Deposits currently stored in Iron Mountain facilities containing Microscope Slides and/or Paraffin Blocks.
- b. "Microscope Slide" is a small flat rectangular piece of glass on which Sections can be mounted for microscopic study, covered by a Cover Slip.
- c. "Cover Slip" is a small and very thin piece of glass used to cover the specimen on a microscope slide plate glass, or sheet glass (glass formed into large thin sheets).
- d. "Paraffin Block" is a small plastic cassette in which fixed tissue is embedded in paraffin wax.
- e. The term "Deposits" in the Agreement is hereby amended to include Pathology Assets.

**2. Acceptable Materials and Containers.** Customer warrants that the materials delivered to Iron Mountain will be properly labeled and packaged for transportation and will not contain any "hazardous", "toxic", or "radioactive" materials as defined by all applicable laws or regulations. Customer shall be liable for any injury, loss or damage resulting from non-conforming materials. Customer shall not store with Iron Mountain any Pathology Assets that have not been treated with a fixative such as formaldehyde or any materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3.

**3. Removal and Disposal.** Iron Mountain agrees to store Customer's Pathology Assets while such materials serve a useful clinical, diagnostic, or research purpose ("Useful Life"); Customer represents that the Pathology Assets do not constitute regulated medical waste. Customer is responsible for determining the end of a Pathology Asset's Useful Life. Upon Customer's determination that certain Pathology Assets will reach the end of their Useful Life, whether as a result of Customer's decision or by statutory requirement, and the material will become waste, Customer will immediately contact Iron Mountain, prior to the end of the Material's Useful Life, to arrange for the removal and disposal of such waste materials. Customer authorizes Iron Mountain to use a licensed third party to perform the packaging, removal, and destruction of any such waste materials. Pricing for Removal and Disposal will be included in a separate destruction schedule.

**4. Compliance.** Customer warrants compliance with all Federal and State laws, rules, and regulations relating to Customer Pathology Assets, including but not limited to environmental or other laws relating to the handling, packaging, labeling, transportation, storage, and disposal of Pathology Assets, and shall not cause Iron Mountain to be in violation of any such laws, rules or regulations. Customer shall reimburse Iron Mountain for the costs, fees, and expenses (including reasonable attorneys' fees) incurred by Iron Mountain as a result of Customer's breach of the foregoing warranty.

**5. Limitations of Liability.**



- a. For the purposes of the Agreement, Customer declares that the value of Pathology Assets stored pursuant to the Agreement is \$1.00 per cubic foot, container or other storage pricing unit (“Declared Value”). Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.
- b. Iron Mountain shall not be liable for any loss or destruction of, or damage to, Pathology Assets, unless such loss or damage resulted from Iron Mountain’s failure 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 to the Declared Value set forth above.
- c. Iron Mountain shall not be liable for: (i) loss or damage to Pathology Assets while in transit if Customer does not follow the operational procedures and use the containers recommended by Iron Mountain; (ii) degradation of Pathology Assets due to Customer’s decision to store Pathology Assets in a non-temperature controlled environment (e.g., a non-temperature controlled area within a Records Center); or (iii) for damage to Pathology Assets stored in containers that are not packed in accordance with Iron Mountain’s recommended procedures, as set forth in the Description of Services attached hereto. If Pathology Assets are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Pathology Assets while in the custody of the carrier.

#### **Special Terms and Conditions- Data Restoration Services**

1. Customer any ownership rights in the Services, the technology and/or software used to provide the Services, any “metadata” or indices created by Iron Mountain in connection with the performance of the Services, any documentation related to the Services created by Iron Mountain, or any processes used by Iron Mountain to provide the Services, all of which shall be the exclusive property of Iron Mountain or its licensors.
2. Iron Mountain Representations and Warranties Concerning Services.
  - a. Iron Mountain represents and warrants that the Services (excluding the effect of any third party equipment or software that is under the operation or control of, or is provided by, Customer or any third party) will be provided substantially in conformity with the documentation applicable to the Services. This warranty is limited and shall not apply to any Services where the failure to satisfy this warranty results from Customer’s improper use of the Services.
  - b. Iron Mountain represents and warrants that Iron Mountain’s furnishing the Services in accordance with the terms of this Agreement does not violate, infringe or misappropriate any patent, presently published patent application, copyright, trademark, service mark or other intellectual property rights of any third party.
  - c. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION AND IN THE AGREEMENT, AND SUBJECT TO ANY APPLICABLE RULE OF LAW THAT MAY NOT BE WAIVED, (A) ALL SERVICES CONTEMPLATED HEREIN ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, AND (B) IRON MOUNTAIN DISCLAIMS ALL WARRANTIES, INCLUDING EXPRESS, STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, INTEGRATION, COMPLETENESS OR TIMELINESS AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE OR THAT THE SERVICES WILL BE UNINTERRUPTED, NOT DELAYED OR SUSPENDED, UNCHANGED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES HAVE BEEN MADE TO CUSTOMER BY OR ON BEHALF OF IRON MOUNTAIN OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES. THE REPRESENTATIONS AND WARRANTIES OF IRON MOUNTAIN EXTEND ONLY TO CUSTOMER.

3. **Liability for the Services.** Iron Mountain shall not be liable under this Amendment 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 to the amount paid by Customer for a discrete project or, if the service is of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits 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.
4. **Export.** Customer shall not export, re-export or otherwise disclose, directly or indirectly, technical data received from Iron Mountain or the direct product of such technical data to any person or destination when such export, re-export or disclosure is prohibited by the laws of the United States or of any other applicable jurisdiction.

## **Special Terms and Conditions- Data Center Colocation Services**

### Definitions

“Affiliate” 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”) means 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.

“AUP” or “Acceptable Use Policy” means the acceptable use policy found at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts).

“Authorized User” means an agent, employee, or other representative of Customer with a certain level of authority (“Authorization Level”) to bind Customer, as granted by Customer on Iron Mountain’s standard authorization form or secure web portal. Such authorization will constitute Customer’s representation that each Authorized User has the authority to bind Customer within the scope of his/her Authorization Level. Depending on the applicable Authorization Level, an Authorized User may order and modify Services and/or Customer Space, issue a trouble ticket for the Services, direct the disposition of Customer Equipment, modify or remove the Authorization Level of another Authorized User, or take other actions on behalf of Customer.

“Base Service” or “License Fees” means the fixed monthly recurring charges for Customer Space as set forth in the applicable Order Form(s).

“Billing Commencement Date” means the date, as specified on the applicable Order, on which License Fees begin to accrue.

“Billing Term” means any mutually agreed upon, committed term of years for the license of the applicable Customer Area(s) and Services, as set forth in an applicable Order or amendment to an Order. The first Billing Term for an applicable Order shall be referred to as the Initial Billing Term, as further defined below. Any subsequent Billing Term shall be an extension to the Term.

“Campus Cross-Connection” means a single mode fiber optic Cross-Connection between two data centers located on the same Iron Mountain Campus.

“Cloud On-Ramp Network Service” means the provision of communication network connectivity provided by Iron Mountain from Customer to a cloud service provider.

“Commencement Date” or “Availability Date” means the commencement date of Customer’s license to use the Customer Space and Services, as specified in the applicable Order Form(s) or as adjusted pursuant to Section 2.3.

“Conditioned Power” means the electrical service provided by Iron Mountain to a Customer Equipment Area which is provisioned through one or more uninterruptible power supply (UPS) system(s), and which is further supported by one or more backup sources.

“Conditioned Power Dual Corded” means Conditioned Power which is delivered by at least two (2) PDUs or busways with capacity equal to at least the KW Amount.

“Cooling Factor” means the amount of additional power required to support the cooling and electrical overhead within the applicable Customer Equipment Area (a) as set forth in the applicable Order or, if not set forth in the Order, (b) as measured by the Iron Mountain building management system.

“Cross-Connections” means a physical cable connection to a network other than a network operated by Iron Mountain.

“Customer Area” means collectively, the applicable Customer Equipment Area(s) and the Other Customer Areas.

“Customer Equipment” means the equipment and property placed by or on behalf of Customer in the Customer Space, specifically excluding any items owned, leased or licensed by Iron Mountain or its other customers. Customer Equipment must be industry-accepted equipment suitable for use in a data center, which includes but is not limited to, (i) servers and computing devices; (ii) storage arrays and devices; (iii) tape arrays and robots; (iv) network equipment, including but not limited to, routers, switches, VOIP PBX, patch panels, DWDM terminals, hubs, media converters, monitors and keyboards, web cameras, cable management trays, terminal servers and remote power switches; and (v) security devices, including but not limited to, firewalls, intrusion detection devices, spam filters, and DDOS abatement devices.

“Customer Representatives” mean the individuals authorized to have unescorted access to the Customer Space, subject to the terms of this Agreement.

“Customer Space” or “Customer Equipment Area” means the dedicated suite, cage or cabinet space licensed to Customer by Iron Mountain under this Agreement.

“Data” means the data stored on the Customer Equipment or otherwise passing through the Services.

“Data Center” means the data center facility operated by Iron Mountain identified on the applicable Order and containing the Customer Space.

“DIA” or “Direct Internet Access” means the internet protocol bandwidth provided by Iron Mountain which features multi-homed connectivity from two or more connections, unless otherwise specified.

“Diverse Metro Wave Network Service” means the provision of two Unprotected Metro Wave Network Services, provisioned along two physically diverse paths. Automatic failover or link protection to be provided by Customer Equipment.

“Gross” means Customer’s use of Conditioned Power hereunder is included in the License Fees.

“Iron Mountain Space” means all space in the Data Center, other than Customer Space.

“KW Amount” means the amount of Conditioned Power purchased by Customer as set forth on the applicable Order.

“Minimum Monthly Power Charge” means an amount equal to the minimum monthly power rate set forth in the applicable Order multiplied by the KW Amount.

“Net” means Customer shall pay for all Conditioned Power used by Customer in the Customer Equipment Area as a separate and additional charge.

“Net Conditioned Power Charges” means the charges due by Customer to Iron Mountain, as a separate and additional charge, for Net Conditioned Power used each month, as more specifically set forth herein.

“Order Term” means the Order Initial Term, and any subsequent mutually agreed upon Billing Term(s).

“Order Form” or “Order” means Iron Mountain’s standard written order form, signed by both Parties describing the Services, Customer Space, and applicable pricing. The Parties may modify or add to Customer Space or Services, subject to availability, via a mutually agreed upon modified Order Form signed by the Parties.

“Other Customer Area” means the portion of the Data Center the Customer has the exclusive right to use and occupy hereunder, other than the Customer Equipment Area, if any (e.g. office space, storage space, etc.) as specified in the applicable Order.

“Resold Network Services” means the provision of communication network connectivity provided by any third-party telecommunications provider and sold by Iron Mountain to Customer.

“Rules and Regulations” means the data center rules and regulations for the applicable Data Center(s) issued by Iron Mountain relating to its provision of Services to its customers and located at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts).

“Services” or “Related Data Center Services” means the services offered by Iron Mountain that Customer elects to receive and described in the Order Form(s), including, without limitation, the provision of electrical power, the licensing of connections, audit support, the provision of and access to Internet exchange ports and network services, Professional Services, and the build out of Customer Space.

“Service Level Agreement” or “SLA” means Schedule B attached to this Agreement, which describes all potential abatements to Customer in the event Iron Mountain does not meet the levels of Service set forth in the SLA.

“Smart Hands” means the performance of Customer directed requests as set forth in Iron Mountain’s Smart Hands Request Catalog in the Customer Portal that are performed without systems access or login, testing or heavy physical labor.

“Unprotected Metro Wave Network Service” means the provision of communication network connectivity provided by Iron Mountain to Customer, that provides a point to point fiber optic wavelength from location A to location Z. Each wavelength is provisioned along a single physical path, with no automatic failover or link protection.

## 1. License and Related Services.

1.1. Scope. Iron Mountain grants to Customer an exclusive license to use the Customer Space during the Term for (i) the installation, maintenance, repair and operation of Customer Equipment; (ii) the use and receipt of Services; and (iii) the provision and use of electrical power and Internet bandwidth within the Customer Space, subject to and in accordance with the terms and conditions of this Agreement.

1.2. Restrictions. Except as expressly provided in this Agreement, neither Party shall have any right to terminate the license granted in Section 2.1, and the Parties shall remain fully responsible for all obligations and amounts payable under the applicable Order Form for the entire Term. Customer shall not acquire any right, title, or interest in capital expenditures made by Iron Mountain in the Data Center, including but not limited to, Iron Mountain’s build out of Customer Space related to this Agreement.

1.3. Availability of Customer Space. Iron Mountain shall make commercially reasonable efforts to make available the Customer Space to Customer by the Commencement Date specified in the applicable Order Form. If Iron Mountain fails to make the Customer Space available to Customer by the scheduled Commencement Date, Iron Mountain shall have no liability arising out of or in connection therewith, and such failure shall not invalidate the license to use the Customer Space or release the Parties from any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Commencement Date is defined as the date that Iron Mountain actually makes available the Customer Space and, in such event, the length of the Term will not be reduced thereby, and the scheduled expiration of the Term will be extended to provide for the full Term.

1.4. Expiration and Termination. On the date of the expiration or termination of this Agreement, Customer shall have no further rights with respect to the Customer Space and shall, by such date and at its own expense, (i) remove all Customer Equipment, and repair any damage to the Customer Space or Iron Mountain Space resulting from such removal; and (ii) vacate the Customer Space to Iron Mountain in the same condition as it was when delivered to Customer, ordinary wear and tear excepted. In the event of a breach of this Section by Customer, Iron Mountain may exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.

1.5. Services. Iron Mountain will provide the Services described in the Order Form(s) at the rates and charges set forth therein.

1.6 Smart Hands. At Customer's request, Iron Mountain may perform Smart Hands. In such event, other than as set forth in the SLA, Iron Mountain will not have any liability for, and Customer hereby releases Iron Mountain from, any damages arising out of Iron Mountain's actions in response to, or failure to act on, any Customer request for Smart Hands services hereunder. Each month, Customer shall be entitled to request Smart Hands services in the amount and at the License Fees rate set forth in an applicable Order. Any unused Smart Hands are non-refundable and may not be rolled over to other months or transferred to other Data Centers. Smart Hands requests in excess of the amount set forth in the applicable Order shall be invoiced to Customer at Iron Mountain's License Fees rates set forth in the Customer Portal and at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts). Each request for Smart Hands will require a separate initiation by Customer to Iron Mountain by an authorized representative of Customer.

1.7 Cross-Connections. Subsequent to the execution of an Order that includes Cross-Connection(s), Customer may request that Iron Mountain complete Cross-Connection(s) to or from third-party carriers or providers within the applicable Data Center (or which serve the Data Center), provided that Customer provides to Iron Mountain a fully completed Cross Connect Request Form. Cross-Connection(s) requests in excess of the amount set forth in the applicable Order shall be invoiced to Customer at Iron Mountain's then-current rates set forth at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts). All points of interconnection, conduit and/or cable routes and other details shall be determined by Iron Mountain in its sole discretion and shall belong to Iron Mountain during and after the Term. The responsibilities of Iron Mountain shall be to run and terminate a physical cable and test the cable to confirm continuity of the physical layer thereof. Customer shall be responsible for the circuit utilizing each Cross-Connection, including the initial turn-up, integration, logical function and use thereof. Customer expressly recognizes that other than completing and maintaining the physical Cross-Connection, Iron Mountain does not have any responsibility whatsoever for the nature, performance, quality, integration, protocol, timeliness, utility or other features of circuit(s) provided by a third-party carrier or provider, which shall be governed solely by Customer's agreement(s) with such carrier or provider. Customer shall not allow any carrier to be located in the Customer Equipment Area.

1.8 Requesting Additional Services. Customer may request incremental Smart Hands or Cross-Connections by submitting a written request through the Customer Portal, provided the Customer Portal has such capabilities. Any other modifications or changes shall be reflected in an Order or amendment signed by both Parties.

1.9 DIA. If DIA services are to be provided hereunder to Customer, the following terms and conditions shall apply:

In utilizing the DIA, Customer agrees to follow Iron Mountain's Rules and Regulations and AUP (as then in effect and located at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts)), and may be modified by Iron Mountain from time to time. Iron Mountain uses an industry standard 95th percentile analysis to measure usage for DIA service which allows Customer to burst beyond a given committed rate. In addition, Customer agrees that Customer shall be responsible for the consumption of DIA which is attributable to Customer or its IP space, including any consumption which occurs as a result of any denial of service attack, virus, exploited Customer system or proxy compromise or other exploit of like or kind. Customer shall secure its network and related elements at all times from attack, open proxy hijack and/or other abuse.

Customer acknowledges and agrees that Iron Mountain does not provide any logical network security or exercise any control, of any kind whatsoever, over the content of the information passing through the Internet and Iron Mountain (for itself and on behalf of any applicable service provider), disclaims any and all responsibility and liability as relates to the content of the information passing through the Internet.

Customer acknowledges and agrees as follows: (i) determination of IP address allocation size shall be at the sole discretion of Iron Mountain and in accordance with the applicable Regional Internet Registry's policies and guidelines; and (ii) the IP addresses provided to Customer hereunder shall remain the sole property of Iron Mountain. Iron Mountain hereby grants Customer a nontransferable and non-assignable license to use the IP addresses provided by Iron Mountain during the applicable Term. Iron Mountain reserves the right to require Customer to change its IP addresses with replacement addresses provided by Iron Mountain.

In the event of any termination of the applicable Order or this Agreement, Customer, upon written notice to Iron Mountain and in connection with bona fide transition efforts, shall be entitled to retain control over the route of all IP addresses used by Customer during the preceding sixty (60) days for thirty (30) days following the expiration or termination of the Order or this Agreement, provided that the Customer has complied with all of Iron Mountain's Rules and Regulations AUP and agrees to continue to do so during the thirty (30) day transition period and is otherwise in compliance with this Agreement.

Customer may resell DIA services provided that (i) Customer shall have obtained all requisite approvals or authorizations as may be required by any applicable governmental entity or regulator or Law, (ii) the obligations of Iron Mountain hereunder shall be solely to Customer and not to any third party, (iii) Iron Mountain shall not have any obligation hereunder to support, supervise or otherwise assist parties other than Customer, and (iv) Customer shall be solely responsible for the actions, omissions and other conduct of any party to which it resells the DIA services, including, without limitation, compliance with this Agreement.

1.10 Colocation. Customer may physically collocate the equipment of a third-party (each, a "Colo User") at a Customer Equipment Area and utilize the Customer Equipment Area for the benefit of these Colo Users provided that (a) Customer ensures the compliance by each Colo User with this Agreement

(including, without limitation, these Terms and Conditions and the Rules and Regulations), (b) remains primarily responsible and liable for the acts, omissions and other conduct of each Colo User, and (c) does not solicit for any services which compete with Iron Mountain's business of licensing space and providing Related Data Center Services (including, without limitation, colocation services) from any customer of Iron Mountain or prospect which Customer learns about as a result of its business dealings with Iron Mountain or access to a Data Center. Customer shall not provide any Related Data Center Services to a Colo User which, to the knowledge of Customer, has been terminated or refused service directly by Iron Mountain.

## 2. Term.

2.1. Order Initial Term. Unless otherwise set forth in an Order, the initial term of each Order will commence on the applicable Availability Date and continue for the Initial Billing Term of the applicable Order (the "Order Initial Term").

2.2 Holdover. If Customer continues to use the Customer Space after the expiration or termination of this Agreement, the terms of this Agreement will continue to apply until (i) Customer ceases using the Customer Space; and (ii) Customer has removed all Customer Equipment from the Customer Space or Iron Mountain has exercised its remedies in the event of a Customer Default. Such use of the Customer Space beyond the expiration or termination of the Agreement will not constitute a renewal or extension of the Agreement. Base Service during such holdover period will increase to one hundred fifty percent (150%) of the Base Service that was in effect immediately prior to termination or expiration.

## 3. Pricing and Payment.

3.1. Unless otherwise expressly provided in the applicable Order, (a) the License Fees set forth in the Order are due and payable in advance on the first day of each month of the Term and (b) Net Conditioned Power Charges and any other Fees and charges (including, without limitation, Expenses) are due and payable within thirty (30) days' from the date of Iron Mountain's invoice. Any annual escalation shall be effective upon each anniversary of (a) if the Billing Commencement Date of the Order falls on the first day of a calendar month, the Billing Commencement Date of the Order, or (b) if the Billing Commencement Date of the Order falls on any day other than the first day of a calendar month, the first day of the month immediately following the Billing Commencement Date of the Order. If Customer receives Conditioned Power (NET) as set forth on an Order, Customer shall pay for all Net Conditioned Power Charges. Customer's Net Conditioned Power Charges for each month shall be the greater of the Minimum Monthly Power Charge or an amount determined by multiplying (i) the rate per kilowatt hour billed to Iron Mountain by the utility providing electricity to the Data Center during the month, times (ii) the number of kilowatt hours consumed by Customer Equipment multiplied by the Cooling Factor. The rate per kilowatt hour for any month shall be determined from the face of the utility's invoice by dividing the number of kilowatt hours shown on the invoice with respect to the Data Center for the month by the total charges billed to the Data Center by the utility for the month, or similar method as reasonably determined by Iron Mountain in the event of changes in the utility's billing method from time to time.

Taxes on Customer Equipment. Customer shall be liable for and shall pay all governmental fees, taxes, tariffs, and other charges levied directly or indirectly against Customer Equipment. If any taxes for which Customer is liable are levied against Iron Mountain or Iron Mountain's property, including as a withholding agent, Customer shall pay such taxes to Iron Mountain within ten (10) days of Iron Mountain's written notice thereof.



3.2. Other Applicable Taxes. Customer shall pay all applicable taxes on the Services or Customer Space, including any taxes stated separately on Iron Mountain's invoice or as otherwise directed by Iron Mountain in writing. Taxes may include, but are not limited to, any sales, use, or other taxes, assessments or other charges imposed by any governmental or quasi-governmental authority upon Iron Mountain or Customer on (i) the Base Service or other amounts payable by Customer hereunder; (ii) this Agreement, the Services, or the Customer Space, including, without limitation, any applicable possessory interest taxes; or (iii) any document to which Customer is a party creating or transferring an interest in the Customer Space. Customer shall not be responsible for any federal or state income taxes, franchise taxes, excess profits taxes, gift taxes, capital stock taxes, or inheritance, succession or estate taxes imposed on Iron Mountain.

#### 4. Customer Representatives.

4.1. Customer Invitees. Customer shall be responsible for all acts and omissions of its employees, agents and Customer Representatives in connection with their presence at the Data Center and/or their performance under this Agreement. Iron Mountain, in its reasonable discretion, may temporarily suspend condition or restrict the right of one or more Customer, Colo User, Customer Representative(s) or Customer's invitees to visit the Data Center. Under no circumstances shall Iron Mountain be obligated to provide access to a Customer, Representative or other individual who, in the reasonable judgment of Iron Mountain, represents a threat to the orderly operation of the Data Center or Iron Mountain's provision of Services to Customer or generally. Iron Mountain shall be entitled to rely on a verbal or written instruction received or purported to be from or on behalf of any Customer Representative without being required to investigate the validity or content thereof.

4.2 Background Investigation. Customer will maintain a background investigation program that meets or exceeds the following requirements: A background investigation is required for each Customer Representative that will have unescorted physical access to the Data Center identified in an applicable Order. In the event Iron Mountain provides a Customer Party escorted access, Iron Mountain shall bill Customer for Smart Hands services. The background investigation for each individual must be refreshed every five (5) years, provided however in the event Customer licenses space in Iron Mountain's Boyer's data center (WPA-1), the background investigation for each individual must be refreshed every three (3) years. The following minimum searches\* must be completed for each designated individual: (i) Confirmed authorization to work in the U.S. (eVerify); (ii) Ten-year criminal convictions search at three levels (Federal, State and County); (iii) Developed address search to ensure all jurisdictions the person resided within the ten-year period are included in criminal searches; (iv) Government List Searches to include: OFAC SDN List, Office of Inspector General and General Services Administration; (v) Sex Offender Registry Search; and (vi) Verify US Person status. \*For non-US based individuals, the equivalent check(s) in the country of origin should be processed, in accordance with local law. Customer shall not permit or request Iron Mountain to assign any individual unescorted access to the applicable Data Center who (1) has within the past 10 years, been convicted of a felony or a misdemeanor involving violence, theft or fraud or a crime involving dishonesty or breach of trust; (2) has an unverifiable SSN or address; or (3) appears on the OFAC list. Customer shall comply with the recommendations provided by the EEOC in performing an individualized assessment by a dedicated adjudication review team should derogatory information be identified as part of the background investigation. Customer shall provide proof of compliance upon request of Iron Mountain.

5.1. Operational Procedures. Customer and Customer Representatives shall comply with Iron Mountain's operational requirements, as modified from time to time. Such requirements include, but

are not limited to, (a) the Rules and Regulations; (b) safety, security and related requirements regarding the Data Center; and (c) rules related to the Customer Space, power density, location of Customer Equipment and similar matters. Specifically, Customer and Customer Representatives shall not: (i) circumvent or damage any Data Center security equipment, including biometric readers, proximity readers, mantraps, cameras, or associated servers and electronics; or (ii) attempt to access or alter any point of network concentration, such as network demarcation cabinets, intermediate distribution frames, main distribution frames, or meet-me-rooms, without an Iron Mountain escort and Iron Mountain's written consent. Other than temporary access to common areas for the sole purpose of accessing the Customer Space, Customer shall have no access to the Iron Mountain Space unless approved in advance in writing by Iron Mountain.

5.2. Use of Customer Space. Subject to the terms of this Agreement and the Rules and Regulations, Iron Mountain shall provide Customer Representatives access to the Customer Space twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

5.2.1. Maintenance of Customer Equipment. Customer shall install, operate, and maintain Customer Equipment pursuant to industry standards and in a manner reasonably acceptable to Iron Mountain. Without limiting the generality of the foregoing, Customer shall safely secure Customer Equipment (including cabling) to cabinets or racks; use blanking panels or equivalent devices to maintain proper airflow; and shall not (i) install Customer Equipment in a way that impedes Data Center airflow or blocks raised floor perforated tiles or return air plenums; (ii) install Customer Equipment (including cabling) in a way that interferes with any other Data Center customer; and (iii) install cabling between cabinets or cages, except for adjacent cabinets or cages licensed by Customer.

5.2.2. Maintenance of Customer Space. Customer shall maintain the Customer Space at its sole cost and expense in accordance with industry standards and practices for data centers, which includes but is not limited to, keeping the Customer Space neat and clean; immediately removing any cardboard or flammable materials from the floor of the Customer Space or Data Center; obeying all posted signs and placards; and refraining from (i) interfering with the operation of hot or cold aisle separation and containment; (ii) using the overhead cable tray, except as directed by Iron Mountain staff; (iii) plugging any device into the track busway system or interfering with the proper operation of the track busway; (iv) interfering with any life safety systems such as fire detection and fire suppression systems; and (v) depressing an emergency shut off button except in case of an emergency. If Customer fails to timely perform any of its responsibilities hereunder, in addition to any other rights and remedies available to Iron Mountain under this Agreement and under Law, Iron Mountain shall have the right but not the obligation, to perform such responsibilities on Customer's behalf and Customer shall pay, upon demand, all amounts expended by Iron Mountain in such performance, plus ten percent (10%) of all such amounts for handling, supervision and overhead.

5.2.3. Iron Mountain's Use. Customer shall not perform any improvements, modifications, changes or alterations to the Customer Space unless approved in advance in writing by Iron Mountain. Iron Mountain may relocate any Customer Space upon prior written notice to Customer. Iron Mountain may access the Customer Space and Customer Equipment at any reasonable time to provide Services or for any other reasonable business purpose.

5.3. Suspension of Services or Access to Customer Space. In the event Iron Mountain is required by law or court order, or in the event of a Customer Default as set forth in this Agreement, Iron Mountain may (i) suspend the Services including, without limitation, electrical power; or (ii) deny Customer access to the Customer Space or Data Center.

5.4. Compliance with Laws; Hazardous Material. Customer shall use the Customer Space and Services in compliance with all applicable federal, state, and local laws and regulations. Customer shall not cause or permit any hazardous material to be stored or used in the Customer Space, and shall reimburse Iron Mountain for damage to any equipment or injury to personnel (including damage or injury to other customers of the Data Center) resulting from Customer's breach of this Section.

5.5. Customer Responsibilities. Customer represents that it is the owner or legal custodian of the Customer Equipment and has full authority to install and operate the Customer Equipment in the Customer Space and direct its disposition in accordance with this Agreement. Customer shall not cause or allow any liens or encumbrances to be imposed upon the Customer Space or the Iron Mountain Space. In the event of a breach of this Section, Iron Mountain may pay all amounts necessary to remove any such liens and encumbrances, and Customer shall promptly reimburse Iron Mountain one hundred ten percent (110%) of all such amounts.

5.6. Maximum Power Limit.

5.6.1. Definition. As defined in the applicable Order Form, Customer's actual electrical power consumption for the Customer Space is limited to the lower of (i) the licensed Maximum Electrical Consumption; or (ii) 80% of the Maximum Primary Power Capacity limit. Notwithstanding the foregoing, at no time may the Maximum Electrical Consumption of any individual primary power circuit or pair of primary and redundant power circuits exceed 80% of the KW Rating of the individual primary power circuit(s) specified in the applicable Order Form. The limits in this paragraph are defined as the "Maximum Power Limit."

5.6.2. Remedies for Breach. If the Customer Space or an individual electrical power circuit has exceeded the Maximum Power Limit, Customer shall cure the breach within forty-eight (48) hours following written notification by Iron Mountain. Customer may cure a breach of this Section 6.6 by (a) reducing electrical load within the Customer Space and/or on the affected electrical power circuit to a level below the Maximum Power Limit; or (b) subject to availability, jointly executing an Order Form with Iron Mountain for additional Maximum Electrical Consumption for the Customer Space and/or for additional electrical power circuits. If Customer fails to cure a breach of this Section 6.6 within forty-eight (48) hours following written notification by Iron Mountain, Iron Mountain may (i) will be entitled to liquidated damages of five hundred dollars (\$500) per day for each day in which Customer's actual electrical consumption exceeds the Maximum Power Limit; (ii) reduce the electrical power load within the affected Customer Space or affected electrical power circuit without liability to Customer or anyone claiming by or through Customer; or (iii) exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.

5.7. Subordination. In the event that Iron Mountain is a tenant under a lease with respect to the building containing the Data Center (the "Building"), and notwithstanding anything to the contrary in this Agreement, Customer hereby agrees that its use and occupancy of the Customer Space is subject and subordinate to any lease between Iron Mountain and the owner of the Building (a "Master Lease"). If the Building is owned by Iron Mountain, Customer hereby agrees that this Agreement and its rights, licenses, use and occupancy hereunder are subject and subordinate to any mortgage and/or deed of trust granted by Iron Mountain, whether existing or future, and to any renewals, modifications, consolidations, extensions and replacements thereof (including, without limitation, all advances thereon, whether existing or future), unless the holder of any such mortgage or deed of trust elects otherwise. If this Agreement is subordinate to any such mortgage and/or deed of trust and the holder or any other party (the "Successor") shall succeed to the interest of Iron Mountain, at the election of the Successor, Customer shall attorn to the Successor, and this Agreement will continue in full force and

effect between the Successor and Customer. Customer shall, within ten (10) business days' prior written notice from Iron Mountain, deliver to Iron Mountain a statement signed by Customer certifying as to such matters as may be reasonably requested by Iron Mountain, including any such statement or document reasonably required by Iron Mountain or its lessor or lender in connection with this Section. Customer acknowledges and agrees that any such statement may be relied upon by Iron Mountain and any of its designees, including, without limitation, any prospective purchaser, assignee, lessor or lender. This Section is self-operative, and no further instrument shall be required to effect such subordination of this Agreement.

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

7. Governmental Orders. Iron Mountain cannot prevent access by governmental entities to Customer Equipment or Data. However, in the event Iron Mountain receives any subpoena, warrant, court order or similar such governmental agency or legal requirement ("Order") that purports to compel disclosure of any of Data or the Customer Equipment, Iron Mountain shall promptly notify Customer of such Order (unless such notice is prohibited by law or judicial order) and shall cooperate with Customer, at Customer's expense, in the exercise of Customer's right to protect the confidentiality of Data and/or the Customer Equipment. Iron Mountain may comply with any such Order, except to the extent Customer obtains a court order quashing or limiting such Order.

8. Confidentiality; Privacy, Security, and Data Protection.

8.1. Confidential Information. "Confidential Information" means any (i) proprietary, confidential, or trade secret information disclosed by a Party to the other Party during negotiations or discussions regarding various business activities under this Agreement, (ii) information regarding this Agreement or Order Form(s), and (iii) information regarding Iron Mountain's processes and procedures, including but not limited to, information received by Customer or Customer Representatives related to Iron Mountain's Data Center operations or other customers of Iron Mountain; except for information that was previously known to the receiving Party free of any obligation to keep it confidential, is subsequently made public by the disclosing Party, or is disclosed by a third party having a legal right to make such disclosure. Confidential Information will not include the Customer Equipment or Data, which the Parties agree to address separately under this Agreement. Confidential Information shall be used only in the manner and for the purposes contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing Party's written consent. Neither Party shall obtain any rights in or to the Confidential Information of the other Party. Each Party shall implement and maintain reasonable safeguards designed to protect the other Party's Confidential Information, and will have no liability hereunder for any disclosure, loss or misuse of Confidential Information which could not have been avoided by exercise of such degree of care. Upon the expiration or termination of this Agreement,

each Party shall promptly return to the other Party or destroy all Confidential Information in its possession. Each Party acknowledges that it will not obtain any right, title or interest in or to the Confidential Information of the other party as a result of disclosure under this Agreement.

#### 9. Limitation of Liability.

9.1. Liability for Customer Equipment and Data. Iron Mountain will have no liability for any loss or destruction of, or damage to, Customer Equipment, unless and to the extent caused by its gross negligence or willful misconduct, and then only in an amount equal to the then-current value of such Customer Equipment. Iron Mountain will have no liability for loss or destruction of, or damage to (i) Customer Equipment while in the custody of third-party transportation providers; or (ii) Data, wherever stored or transmitted (including via a third-party telecommunications provider), including any and all costs, expenses or liabilities resulting from a breach of data security or confidentiality. Customer is solely responsible for encrypting its Data.

9.2. Maximum Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), indemnity, warranty or any other legal theory is limited to the Base Service paid by Customer for the three (3) months immediately preceding the claim. Customer acknowledges and agrees that the Services include third-party technology and products. Further, Customer acknowledges and agrees that Iron Mountain has no control over Data transmitted via third-party technology or products and Iron Mountain shall have no liability arising from or in connection with third-party technology or products.

9.3. No Consequential Damages. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, or the loss of or cost of recreating any data, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), and regardless of whether any remedy set forth herein fails of its essential purpose and even if a Party knew of or should have known of the possibility of such loss or damage.

9.4. Construction. This Section 10 "Limitation of Liability" is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this Section 10 unenforceable or invalid, the remainder of the Section will remain in full force and effect. This Section 10 survives the expiration or termination of this Agreement.

#### 10. Indemnification.

10.1. Iron Mountain Indemnification. Iron Mountain shall indemnify, defend, and hold harmless Customer and its Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands arising out of or in connection with (i) bodily injury (including death), to the extent based upon the negligent acts or omissions of Iron Mountain; and (ii) allegations that the Services infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets. Iron Mountain shall have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (a) use of or access to the Services in or from an application or environment or on a platform or with devices not authorized in the applicable Iron Mountain published documentation or other requirements specified under this Agreement, (b) modifications, alterations, combinations or enhancements of the Services not created by Iron Mountain or (c) any patent, copyright, or trade secret in which Customer or any Affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event and to

the extent that the claim or demand arises as a result of Customer's negligence, willful misconduct, or breach of this Agreement. This paragraph survives the expiration or termination of this Agreement.

10.2. Indemnification Procedures. Customer shall provide Iron Mountain prompt written notice of any such claim or demand. Iron Mountain shall, at its option and expense, assume control of the defense and resolution of each claim or demand and (i) Iron Mountain shall not settle any claim requiring any admission of fault or payment of money on the part of Customer without its prior written consent (not to be unreasonably withheld); (ii) Customer shall have the right to participate, at its own expense, in the claim or suit; and (iii) Customer shall cooperate with the Iron Mountain as may be reasonably requested at Iron Mountain's cost and expense. 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.

## 11. Insurance.

11.1. Customer Insurance. Customer shall, at its sole cost and expense, procure and maintain the following insurance: (i) General Liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate for bodily injury and property damage and personal injury coverage; (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value new, without deduction for depreciation, covering all Customer Equipment; and (iii) Automobile Liability insurance in an amount not less than one million (\$1,000,000) per accident. All insurance under this paragraph shall (a) be with reputable insurers licensed to do business in the state where the Data Center is located; (b) be provided by an insurer with an A.M. Best's financial rating of "A- XI" or better; (c) have commercially reasonable deductibles and be written on an occurrence basis; (d) name Iron Mountain and its designated lenders, lessors and managers as additional insureds (with respect to General Liability and Automobile Liability only); (e) be effective while Customer Equipment is in, and in transit to, the Data Center; and (f) provide that such insurance cannot be canceled upon less than thirty (30) days' prior written notice to Iron Mountain. At any time during the Term, Iron Mountain may request that Customer furnish certificates of insurance to Iron Mountain which evidence that Customer has obtained the insurance required hereunder, and provide evidence to Iron Mountain of the deductibles of all policies required hereunder. Customer shall cause its insurers to waive any rights of subrogation against Iron Mountain. Customer waives any and all rights, remedies, claims, actions and causes of action against Iron Mountain that it may have as a result of any loss or damage to Customer Equipment, or other claims or demands which are (or would have been, had Customer carried the insurance required by this Agreement) covered by insurance.

11.2. Iron Mountain Insurance. Iron Mountain shall, at its sole cost and expense, procure and maintain the following insurance during the Term: (i) commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate for bodily injury and personal injury coverage; and (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value of Iron Mountain's equipment in the Data Center. All insurance hereunder shall be with reputable insurers licensed to do business in the state where the Data Center is located, shall have commercially reasonable deductibles, and shall be written on an occurrence basis and may be under an umbrella, blanket or similar policy. Iron Mountain does not insure Customer Equipment or Data against loss or damage, however caused.

## 12. Warranty.

12.1. Iron Mountain. Iron Mountain represents, warrants and covenants that as of the Effective Date it will have the legal right and authority, and will continue to maintain the legal right and authority during the Term, to grant to Customer a license for the use by Customer of the Customer Area and provide the Related Data Center Services to Customer as contemplated by this Agreement. Iron Mountain shall comply with Law in its provision of the Related Data Center Services. In addition, Iron Mountain represents and warrants that it has the legal right and authority to enter into this Agreement and abide by all of its terms and conditions throughout the term of the Agreement.

Iron Mountain will provide the Related Data Center Services in accordance with the applicable service levels set forth in the SLA at Attachment C attached hereto. IN THE EVENT OF A BREACH OF THE SLA, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND IRON MOUNTAIN'S SOLE AND EXCLUSIVE LIABILITY, SHALL BE FOR IRON MOUNTAIN TO PROVIDE CUSTOMER THE APPLICABLE SERVICE LEVEL CREDIT(S) SET FORTH IN ATTACHMENT C.

12.2. Limitation and Disclaimer. THE WARRANTIES SET FORTH ABOVE EXTEND ONLY TO CUSTOMER AND ARE IRON MOUNTAIN'S SOLE AND EXCLUSIVE WARRANTIES UNDER THIS AGREEMENT. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IRON MOUNTAIN DISCLAIMS, AND CUSTOMER IRREVOCABLY WAIVES, ALL SUCH OTHER WARRANTIES.

### 13. Customer Default.

13.1. Definition. "Customer Default" means (i) Customer's failure to pay undisputed fees or other amounts when due, provided however, that Customer shall have a five (5) business day grace period no more than three (3) times in any rolling twelve (12) months; (ii) Customer exceeding the Maximum Power Limit and failing to cure within forty-eight (48) hours after written notification by Iron Mountain; (iii) Customer's failure to timely remove Customer Equipment or vacate the Customer Space in breach of Section 2.4; (iv) any violation of the AUP; or (v) the failure by Customer to cure any other breach of this Agreement within thirty (30) days after written notice is delivered by Iron Mountain.

13.2. Remedies. In the event of a Customer Default, Iron Mountain may (i) terminate the license for the Customer Space; (ii) recover from Customer all of the Base Service that would otherwise have been payable by Customer for all of the remaining Term absent any termination of this Agreement; (iii) suspend any or all of the Services (including, without limitation, electrical power); (iv) deny Customer and Customer Representatives access to the Customer Space or Data Center; and (v) at Customer's expense remove, store, securely dispose of, or sell the Customer Equipment in accordance with applicable law, provided that Iron Mountain shall provide a final written notice ten (10) days prior to such secure destruction or sale. Notwithstanding the foregoing, Iron Mountain shall not sell Customer's tapes, hard drives, cassettes, cartridges, CDs, DVDs or other media-based storage devices ("Media") in connection with this Section; Iron Mountain may only securely destroy such Media at Customer's expense. In the event of any suspension of Services hereunder, Customer shall pay Iron Mountain a commercially reasonable reinstatement fee in the event of any reinstatement of such Services. Before exercising its remedies under this Section, Iron Mountain shall provide advance written notice to an Authorized User, a Customer Representative, or Customer at the notice address set forth in Section 19. In the event Iron Mountain takes any actions pursuant to this Section, it will have no liability to Customer or anyone claiming by or through Customer, and Customer shall pay all costs incurred by Iron Mountain in connection therewith.

14. **Iron Mountain Default.** Customer may terminate this Agreement in the event that Iron Mountain materially breaches any of its obligations under this Agreement, unless Iron Mountain cures (or takes reasonable steps to begin to cure) such breach within sixty (60) days following receipt of Customer's written notice thereof.

15. **Service Level Agreement.** Customer shall be entitled to abatement under the Service Level Agreement in the event of certain Failures as defined in the SLA. Such abatement is Customer's exclusive remedy and Iron Mountain's sole liability arising out of or in connection with any Failures under the SLA.

16. **Order Forms; Purchase Orders.** Executed Order Form(s) will govern the price and scope of the Customer Space and Services. If Customer requests a project or Services modification that results in a one-time nonrecurring charge, the Parties shall detail the mutually agreed upon project or modification on Iron Mountain's standard form work order signed by both Parties (a "Work Order"). All pre-printed terms and conditions included on any Customer purchase order shall be of no force or effect and shall not form a part of this Agreement. In the event of inconsistency between this text and the terms of any other document, the following will be the order of precedence: (i) this text; (ii) the Order Form(s); and (iii) any other documents executed by the Parties (excluding mutually negotiated documents that expressly amend the Agreement).

17. **ITAR/EAR Compliance.** Customer represents that none of the Customer Equipment or Data contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774) (cumulatively, "controlled information"), and acknowledges that Iron Mountain will not handle such materials under its plan for compliance with export controls. Notwithstanding, if Customer notifies Iron Mountain that Customer Equipment or Data contain controlled information, Iron Mountain will apply its Plan for compliance with export controls, and Customer acknowledges that special storage and service rates may apply.

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

If to Customer, then to:

If to Iron Mountain, then to:

Iron Mountain Data Centers, LLC  
615 N 48<sup>th</sup> Street  
Phoenix, AZ 85008  
Attn: Legal

Either Party may change the address to which notices are to be sent by sending a written notice to the other in accordance with the terms set forth in this Section.

19. **Publicity.** Customer hereby grants to Iron Mountain and its Affiliates a revocable, nonexclusive, worldwide, royalty-free license to use and reproduce Customer's name, logo, trademarks, and service marks on its website, marketing materials, and press releases, solely for purposes of identifying Customer as a customer of Iron Mountain. Should a security breach of Customer's Data occur and Customer is required to disclose, issue notices, or issue a press release regarding such breach, either as



required by law or as determined by Customer, then Customer shall not identify Iron Mountain or the location of the Data Center in any disclosure or press release pertaining to such breach. Customer, and not Iron Mountain, is solely responsible for sending any legally required notices in the event of a security breach of Customer's Data.

20. Assignment. Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an Affiliate. The non-assigning Party shall not unreasonably withhold its consent.

21. Reserved

22. Cumulative Remedies. Unless expressly stated to the contrary in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

23. Entire Agreement. This Agreement, together with the Acceptable Use Policy found at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts), incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

#### SCHEDULE B: SERVICE LEVEL AGREEMENT

##### I. SERVICE LEVEL OBJECTIVES

Set forth below are Iron Mountain's Service Level Objectives for specific Related Data Center Services:

###### ***Power:***

For Customers who deploy (i) Conditioned Power Dual Corded: Iron Mountain's service level objective is **100 percent (100%)** availability of Conditioned Power to the Customer Equipment Area.

###### ***Temperature:***

Iron Mountain's service level objective is to maintain an ambient temperature between fifty-nine (59) degrees and ninety (90) degrees Fahrenheit (fifteen (15) degrees and thirty-two (32) degrees Celsius) at all times in the Customer Equipment Area.

###### ***Humidity:***

Iron Mountain's service level objective is to maintain an ambient humidity between twenty percent (20%) and eighty percent (80%) in the Customer Equipment Area.

###### ***DIA:***

For Customers who deploy dual network feed configurations, Iron Mountain's service level objective is one hundred percent (100%) availability of DIA.

###### ***Resold Network Service:***

Iron Mountain's service level objective will be the service level objective provided by the underlying third-party telecommunications provider.

**Unprotected Metro Wave Network Service:**

Iron Mountain’s service level objective is ninety-nine percent (99%) availability of Unprotected Metro Wave Network Services.

**Diverse Metro Wave Network Service:**

Iron Mountain’s service level objective is one hundred percent (100%) availability of Diverse Metro Wave Network Services.

**Cloud On-Ramp Network Service:**

Iron Mountain’s service level objective is ninety-nine percent and 99/100 (99.99%) availability of Cloud On-Ramp Network Services.

**Cross-Connections:**

Iron Mountain’s service level objective is to ensure that all cross connections licensed by Customer from Iron Mountain in the applicable Customer Equipment Area is available and uninterrupted on both the primary and redundant connections.

**Smart Hands:**

Iron Mountain’s service level objective is to acknowledge Smart Hands requests within thirty (30) minutes of such request.

**Access Control:**

Iron Mountain’s service level objective is to maintain access control which identifies or authenticates authorized visitors into the managed Data Center (the “Access Control Objective”).

**II. SERVICE LEVEL CREDITS**

The table below sets forth Customer’s sole and exclusive remedy for failures to meet any of the Service Level Objectives for the Related Data Center Services referenced therein (a “Service Level Failure”).

Service Level Objective	Service Level Failure	Service Level Credit
<b>Power</b>	<b>Primary Power Failure (Dual Corded)</b> – Where Customer deploys Conditioned Power Dual Corded in an A & B configuration from A & B PDUs or busway, it shall be a Service Level Failure if both electricity feeds A and B fail	The Service Level Credit shall equal the total monthly License Fees of the applicable Customer Equipment Area where such Conditioned Power (Dual Corded) is deployed multiplied by ten percent (10%) for each

	simultaneously for any amount of time to supply power, as determined at the line side of the PDU or busway.	fifteen (15) minutes or portion thereof.
<b>Temperature</b>	<b>Temperature Failure</b> - It shall be a Service Level Failure if the ambient Air Temperature (as defined in Note 1 below) average, as measured across all measurement points (a "Temperature Reading") is outside a range of fifty nine (59) degrees Fahrenheit to ninety (90) degrees Fahrenheit (fifteen (15) degrees to thirty-two (32) degrees Celsius) for four (4) hours after a Temperature Reading fell outside a range of fifty nine (59) degrees Fahrenheit to ninety (90) degrees Fahrenheit (fifteen (15) degrees and thirty-two (32) degrees Celsius).	The Service Level Credit shall equal the total monthly License Fees of the applicable Customer Equipment Area multiplied by five percent (5%) for each Temperature Failure. For purposes of clarification, Customer receives a Service Level Credit after each four (4) hour period during which a Temperature Failure continues.
<b>Humidity</b>	<b>Humidity Failure</b> - It shall be a Service Level Failure if the ambient air relative humidity average, as measured in accordance with Note 2 below (a "Humidity Reading"), is below twenty percent (20%) or above eighty percent (80%) humidity six (6) hours after a Humidity Reading fell below twenty-five percent (25%).	The Service Level Credit shall equal the total monthly License Fees of the applicable Customer Equipment Area multiplied by five percent (5%) for each Humidity Failure. For purposes of clarification, Customer receives a Service Level Credit after each six (6) hour period during which a Humidity Failure continues.
<b>Direct Internet Access (DIA)</b>	<b>DIA</b> - If Customer takes dual network feed configurations, it shall be a Service Level Failure if both network feeds are unavailable simultaneously for any amount of time to the Customer Equipment Area.	The Service Level Credit shall equal the total monthly License Fees specific to DIA for the applicable Customer Equipment Area multiplied by ten percent (10%) for each fifteen (15) minutes or portion thereof.

<b>Resold Network Service</b>	<b>Resold Network Failure</b> -It shall be a Service Level Failure as defined by the underlying third-party telecommunications provider.	The Service Level Credit shall equal the credits received and passed through from the underlying third-party telecommunications provider not to exceed the total monthly License Fees specific to the affected Resold Network Service to the Customer Equipment Area.
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Service Level Objective	Service Level Failure	Service Level Credit
<b>Unprotected Metro Wave Network Service</b>	<b>Unprotected Metro Wave Network Service Failure</b> - It shall be a Service Level Failure if the cumulative availability of each Unprotected Metro Wave Network service is less than ninety nine percent (99%) in any calendar month.	The Service Level Credit shall equal fifty percent (50%) of the total monthly License Fees specific to affected Unprotected Metro Wave Network Service to the Customer Equipment Area.
<b>Diverse Metro Waive Network Service</b>	<b>Diverse Metro Waive Network Service Failure</b> - It shall be a Service Level Failure if the cumulative availability of each Diverse Metro Wave Network Service is less than one hundred percent (100%) in any calendar month.	The Service Level Credit shall equal the total monthly License Fees specific to the affected Diverse Metro Waive Network Service to the Customer Equipment Area.
<b>Cloud On-Ramp Network Service</b>	<b>Cloud On-Ramp Network Service Failure</b> - It shall be a Service Level Failure if the cumulative availability of each Cloud On-Ramp Network Service is less than ninety-nine percent and 99/100 (99.99%) in any calendar month.	The Service Level Credit shall equal fifty percent (50%) of the total monthly License Fees specific to the affected Cloud On-Ramp Network Service to the Customer Equipment Area.
<b>Cross Connections</b>	<b>Cross Connections</b> – Provided Customer takes dual Cross Connections and deploys them in a redundant manner, it shall be a Service Level Failure if a cross connection licensed by Customer from Iron Mountain in the applicable Customer Equipment Area is unavailable on both the primary and redundant connections.	The Service Level Credit shall equal the total monthly License Fees specific to Cross-Connections for the applicable Customer Equipment Area.
<b>Smart Hands</b>	<b>Smart Hands</b> – It shall be a Service Level Failure if Iron	The Service Level Credit shall equal the total monthly License

	Mountain fails to acknowledge a Smart Hands requests within thirty (30) minutes of receipt of such request	Fees specific to Smart Hands for the applicable Customer Equipment Area.
<b>Access Control</b>	<b>Access Control</b> – It shall be a Service Level Failure if there is a lack of system(s) or personnel to execute the Access Control Objective.	The Service Level Credit shall equal the total monthly License Fees of the applicable Customer Equipment Area multiplied by five percent (5%) for each fifteen (15) minutes or portion thereof.

*Note 1: Air Temperature will be monitored at one or more points of the designated cold aisles in the Customer Equipment Area or as otherwise reasonably determined by Iron Mountain. If multiple points are measured, an average will be used.*

*Note 2: Humidity will be measured at one or more points of the designated cold aisles in the Customer Equipment Area, or as otherwise reasonably determined by Iron Mountain. If multiple points are measured, an average will be used.*

*Note 3: As relates to DIA, Customer recognizes that the internet is comprised of thousands of autonomous systems and that this SLA covers the provision of access by Iron Mountain to the global internet. Routing anomalies, asymmetries, inconsistencies and failures, outside of the control of Iron Mountain, can and will occur on other networks. In such instance, Iron Mountain shall use its commercially reasonable efforts to route traffic via an alternative route path, but any such events shall not be deemed to be a Service Level Failure for purposes hereof. Further, if the price of the DIA is not specified specifically on Attachment A (e.g., due to package pricing), the price will be determined by Iron Mountain using Iron Mountain’s then current market pricing for DIA.*

In the event Customer becomes aware of a Service Level Failure, Customer shall notify Iron Mountain via the Customer Portal or via telephone to Iron Mountain’s 24-hour response line. An applicable Service Level Credit allowance shall appear on Customer’s next invoice following processing. Service Level Credits shall not have any cash value at the end of the Term or otherwise. Service Level Credits shall be calculated as a rebate of monthly License Fees, as applied specifically to the particular Order and Data Center Service that experienced the Service Level Failure.

One or more concurrent Service Level Failures shall yield the specific Service Level Credit that is most favorable to Customer.

No Service Level Credits will be given for a service interruption: (a) caused by the action or failure to act by a Customer Party; (b) due to failure of equipment provided by a Customer Party; (c) which is part of a planned service interruption for maintenance, or that results from implementation of a Customer request or direction; (d) if Customer licenses Conditioned Power Dual Corded and Customer deploys a configuration with more than fifty percent (50%) of the KW Amount deployed to either side ; (e) due to a Force Majeure Event; (f) for which Customer is entitled to a Service Level Credit for the same or a contemporaneous Service Level Failure; (g) affecting portions of the Other Customer Areas; or (h) resulting from Customer's breach of this Agreement.

Total cumulative Service Level Credits earned in any thirty (30) day period shall not exceed the amount of one (1) month's License Fees for the Customer Equipment Area.

This Service Level Agreement may be modified from time to time by Iron Mountain and can be reviewed by Customer at the Data Center, provided that Customer may request that the terms of the particular Service Level Agreement that were in effect as of the Effective Date remain applicable during the Term.

### **Special Terms And Conditions- Policy Center and Global Research Service**

#### **Definitions.**

**"Affiliate"** 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.

**"Data"** means all data and information provided by Customer to Iron Mountain under this Agreement in connection with the Services.

**"Deliverables"** means all reports, documents, charts and other physical manifestations of the results of the Professional Services.

**"Documentation"** means user manuals for the Services, the applicable installation guides, service descriptions, technical specifications, and online help files provided by Iron Mountain or available on Iron Mountain's online portal.

**“Global Research Subscription”** shall mean the Customer’s subscription to one or more data sets as specified in a Schedule, and as further described in the applicable Service Specific Terms and Conditions “SSTC”.

**“Policy Center Subscription”** means the software service and associated Documentation specified in the Policy Center Subscription Schedule, and as further described in applicable SSTC.

**“Professional Services”** means the consulting, installation and training services performed by Iron Mountain personnel for the benefit of Customer as set forth in a Statement of Work or Schedule.

**“Schedule”** means a document annexed to this Agreement, physically or by reference, describing among other things the Global Research and Policy Center Subscription Service, applicable SSTC, term, number of licensed users and pricing.

**“Service Specific Terms and Conditions” (“SSTC”)** means the specific terms and conditions related to the Global Research and Policy Center Subscription Service the Customer is licensing from Iron Mountain under this Agreement. The applicable SSTC will be specified on each Schedule and only apply to the particular Services described therein.

**“Services”** means the Subscription Services, Support Services, Professional Services, and Documentation necessary to provide Services, all as set forth in the applicable Schedule and SSTC or Statement of Work.

**“Statement of Work” or “SOW”** means the written statement of work pursuant to which Iron Mountain will perform Professional Services for Customer under this Agreement.

**“Subscription Services”** mean the Iron Mountain Policy Center Subscription and Global Research Subscription and associated Documentation, as described in the applicable Schedule.

**“Support Services”** means the service and related maintenance in support of the Subscription Services purchased by Customer as described in the applicable SSTC or Schedule.

#### **1. License Terms for Subscription Services.**

1.1. License Grant for Subscription Services. Iron Mountain shall perform the Subscription Services at the rates and charges set forth in a Schedule. Iron Mountain grants to Customer and its Affiliates a non-exclusive, non-transferable license for the term of this Agreement to: (i) use the Subscription Services in the manner set forth in this Agreement and the applicable Schedule; (ii) use the Subscription Services only for Customer’s internal business needs; and (iii) use the Documentation to support the use of the Subscription Services. Customer shall not sublicense, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Subscription Services or Documentation available to any third party other than its agents or contractors who are bound to comply with the terms and conditions of this Agreement. Customer and all of its users who are licensed shall be bound by and comply with this Agreement, and Customer is solely responsible for the activities of its users and for the accuracy, integrity, legality, reliability, and appropriateness of all Data.

1.2. Restrictions. Customer shall not (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Subscription Services; (ii) modify, port, translate, localize or create derivative works of the Subscription Services; (iii) use the Subscription Services to (a) infringe on the intellectual property rights, publicity rights, or privacy rights of any third party; (b) violate, or cause



Iron Mountain to violate, any law, statute, ordinance or regulation; (c) store defamatory, trade libelous, or otherwise unlawful Data; (d) store obscene, pornographic or indecent Data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (iv) use the Subscription Services in any application that may involve risks of death, bodily injury, property damage or environmental damage (including life support applications, devices or systems); (v) exceed the number of users specified in the applicable Schedule for each user level, if specified; (vi) attempt to gain unpermitted access to any Iron Mountain computer system, network, or database; or (vii) file copyright or patent applications that include the Subscription Services or any portion thereof.

1.3. Data License Grant. Subject to the terms of this Agreement, including without limitation, the confidentiality obligations set forth herein, Customer grants to Iron Mountain a limited, non-exclusive, and non-transferable license to access and use the Data only to the extent necessary for Iron Mountain to perform the Services.

1.4. Password Protection of Subscription Service. Customer shall be responsible for protecting and safeguarding any keys (including encryption keys), certificates, passwords, access codes, user IDs or other login information (collectively, “Passwords”) provided to Customer for the purpose of accessing and using the Subscription Services. In the event that Customer makes such Passwords available to any third party, Customer shall be responsible for all actions taken by such third party in connection with the Subscription Services. Customer shall not disclose or make available Customer’s Passwords other than to Customer’s authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of the Subscription Services, and will notify Iron Mountain promptly upon discovery of any such unauthorized use. In no event will Iron Mountain be liable for any loss of Data or other claims arising out of or in connection with the unauthorized acquisition of a Password.

## 2. **Term and Termination.**

2.1. Term of Agreement. The initial term of this Agreement will commence on the Effective Date and continue for a period of three (3) years thereafter. This Agreement will remain in effect with respect to any Schedule or SOW already issued until the expiration or termination of each such Schedule or SOW.

2.2. Termination of Agreement. Either Party may terminate this Agreement or the affected Schedule(s) or SOW(s) (a) immediately, 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) in the event that a Party materially breaches its obligations under this Agreement and fails to cure such default within forty-five (45) days after the non-breaching Party’s written notice, subject to the Fees in the applicable Schedule(s) and SOW(s).

2.3. Termination of SOW for Professional Services. Unless otherwise provided in the SOW, Customer may terminate a SOW for Professional Services without cause by providing not less than ten (10) days’ prior written notice to Iron Mountain, provided that: (a) if the SOW, or any portion thereof, is on a “time and material” basis, Customer shall be responsible for paying Iron Mountain the applicable fees for Professional Services performed through the termination date; and (b) if the SOW, or any portion thereof, is on a “fixed price” basis, Customer shall be responsible for paying Iron Mountain the full amount stated in the SOW for each Deliverable that Iron Mountain has commenced work on as of Iron Mountain’s receipt of the notice of termination, subject to Iron Mountain’s completion of such Deliverable(s). Termination

of a SOW under this Section 3.2 shall not affect the Parties obligations under this Agreement with respect to other Services provided hereunder.

2.4. **Effect of Termination.** Upon expiration or termination of this Agreement and/or the applicable Schedule or SOW, Customer shall (i) immediately discontinue all use of the applicable Subscription Service(s), (ii) return, uninstall, or destroy (along with all copies in any form) the applicable Documentation or other materials licensed to Customer for Subscription Services under the applicable Schedule; and (iii) pay any fees and other accrued and unpaid amounts due to Iron Mountain under the applicable Schedule(s) and SOW(s). Upon termination of any Schedule for Subscription Services, Iron Mountain (a) shall have no further obligation to make the applicable Service(s) available to Customer; (b) may securely destroy or delete the applicable Data or, upon Customer's prior written request, return the applicable Data to Customer, subject to the fees included on the applicable Schedule (if any); and (c) upon written request by Customer and payment of any applicable fees, provide a written certification to Customer that all Data has been returned or destroyed.

### 3. **Prices and Payment.**

3.1. **Charges.** Customer shall pay the charges for the Services as set forth in the applicable Schedule(s) and SOW(s) (collectively, the "Fees"). All applicable sales and use taxes and similar governmental charges will be stated separately on Iron Mountain's invoice and shall be the responsibility of Customer.

3.2. **Payment Terms.** Unless otherwise set forth in a Schedule or SOW, payment terms are net, thirty (30) days from date of invoice. If Customer is delinquent, Iron Mountain may (in its discretion) charge Customer late fees totaling one percent (1%) per month of the outstanding balance. In the event Customer fails to pay any undisputed fees as and when due pursuant to this Agreement and such failure continues for a period of thirty (30) days, Iron Mountain may, at its option, by written notice to Customer suspend the provision of Services to Customer.

4. **Ownership Warranty; Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Data and has full authority to store the Data and direct its disposition in accordance with this Agreement. Iron Mountain will perform Services pursuant to the direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any Service, including deletion of Data. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases Iron Mountain from all liability by reason of the destruction or deletion of Data pursuant to Customer's authorization.

5. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements regarding the Services, including but not limited to, interaction with the Data, network requirements, security, access and similar matters. Customer shall (i) comply with all Documentation; (ii) provide all hardware systems necessary to support the Services; and (iii) implement reasonable security and environmental precautions for use of the Services.

### 6. **Statements of Work and Change Orders for Professional Services.**

6.1.1. **Statements of Work.** Iron Mountain shall perform the Professional Services in accordance with the terms and conditions of this Agreement and as detailed in a written Statement of Work. Each SOW will (a) substantially conform to Iron Mountain's standard template SOW for the Services; (b) be signed by both Parties; (c) detail the Professional Services and Deliverables (as defined herein) to be

provided by Iron Mountain; and (d) specify the applicable hourly rate, if the SOW is on a “Time and Materials” basis, or the fixed price for the Professional Services and Deliverables.

6.1.2.Change Orders. Either Party may request changes to the SOW, including without limitation, alterations in, additions to, or deletions from the Services or Deliverables, changes in the sequence of the performance of the Services, or the pricing. The Parties will detail any mutually agreed upon changes to the Services or SOW in a writing signed by both Parties (the “Change Order”). All Change Orders will substantially conform to Iron Mountain’s standard template Change Order for the Services.

## **7. Intellectual Property; Ownership of Data and Deliverables.**

7.1. Intellectual Property. Except with respect to the Deliverables, Iron Mountain is the sole and exclusive owner of all right, title, and interest in and to the Services (excluding any open source third-party software), and all copies thereof including all derivations and modifications thereto including, but not limited to, ownership of all intellectual property rights (collectively, “Intellectual Property”). This Agreement does not provide Customer with title or ownership of the Intellectual Property, but only a right of limited use. Customer agrees to inform Iron Mountain promptly following discovery of any infringement or other improper action with respect to the Intellectual Property. Customer recognizes and acknowledges the exclusive right of Iron Mountain in and to all Intellectual Property and proprietary rights in and to Intellectual Property and that such Intellectual Property is the sole and exclusive property of Iron Mountain. Customer waives its right to contest the validity and/or ownership of such Intellectual Property.

7.2. Ownership of Customer Data. All rights, title, and interest in Data will remain with Customer. This Agreement does not provide Iron Mountain with title or ownership of the Data, but only a right of limited use as set forth in Section 2.3.

7.3. Ownership of Deliverables. Customer owns the copyright in the contents of all reports, documents, charts and other materials demonstrating the results of the Professional Services delivered to Customer by Iron Mountain (“Deliverables”), and the Deliverables will constitute a “work made for hire” to the extent permissible under U.S. copyright law. If the Deliverables are not works made for hire under U.S. copyright law, Iron Mountain assigns the ownership of copyrights in the Deliverables to Customer. Subject to Iron Mountain’s confidentiality obligations set forth in Section 11 of this Agreement, Customer hereby grants Iron Mountain an irrevocable, fully paid-up, nonexclusive, worldwide, royalty-free license to (i) use, reproduce, display, sublicense and distribute the Deliverables; (ii) prepare derivative works based on the Deliverables; and (iii) retain copies of the Deliverables for quality assurance and recordkeeping purposes. Iron Mountain may (a) use for any purpose, including in connection with any of its customers, the concepts, techniques and know-how developed, used or enhanced in the course of performing the Services; and (b) perform similar services for other customers using its general knowledge, skills and experience, including any gained during the course of performing the Services. Customer will not acquire any ownership interest in the know-how, techniques, or methods that Iron Mountain employs in performing the Services.

## **8. Warranties and Disclaimers.**

8.1. Iron Mountain Subscription Service Warranty. Iron Mountain warrants to Customer that for the term of the applicable Schedule, the Subscription Services will perform in substantial conformance with the Documentation. Iron Mountain does not warrant that the Subscription Services will be error-free in all circumstances, and Customer will provide prompt written notice to Iron Mountain of any non-conforming Subscription Service. In the event of Iron Mountain’s breach of the foregoing warranty,

Customer's exclusive remedy and Iron Mountain's sole liability will be for Iron Mountain to use commercially reasonable efforts to repair or replace such Subscription Services at no additional charge to Customer. This warranty is limited and shall not apply where the failure of the Subscription Services to satisfy this warranty results from Customer's failure to use the Subscription Services in accordance with the Documentation.

8.2. Iron Mountain Professional Services Warranty. Iron Mountain warrants that it will perform the Professional Services using reasonable care and skill in accordance with professional industry standards and that the persons it assigns to perform the Professional Services shall have the appropriate skill, training and background to perform such Professional Services in a competent manner. This warranty is limited and shall not apply to any Professional Services where the failure of the Professional Services to satisfy this warranty results from improper use by Customer of the Services or from Customer'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, Customer's exclusive remedy and Iron Mountain's sole liability will be the re-performance of the applicable Professional Service, at no charge to Customer.

8.3. Limitation and Disclaimer. UNLESS EXPRESSLY SET FORTH HEREIN, IRON MOUNTAIN PROVIDES ALL SERVICES WITHOUT WARRANTIES OF ANY KIND. IRON MOUNTAIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICES OR THAT IRON MOUNTAIN WILL CORRECT ALL DEFECTS. THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 9 AND IN THE APPLICABLE SSTC ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IRON MOUNTAIN UNDER THIS AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IRON MOUNTAIN AND WAIVED BY CUSTOMER. THE WARRANTIES EXTEND ONLY TO CUSTOMER AND IRON MOUNTAIN WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIM OR DEMAND AGAINST CUSTOMER IN CONNECTION WITH THIS SECTION 9.

8.4. Legal Advice Disclaimer. Customer understands and acknowledges that the Services performed by Iron Mountain under this Agreement do not constitute legal advice and are not provided as part of the practice of law. The legal data and information provided by Iron Mountain under this Agreement is intended to provide the Customer with information to inform decisions regarding its information management requirements. As used in this Section, "legal advice" shall mean any written or oral statement that constitutes advice, opinion, explanation or interpretation of any aspect of the law, court rules, or court procedures or recommends a specific course of action to a user in the user's specific factual circumstances. Customer in its sole discretion with assistance of counsel shall determine whether the Deliverables and use of the Subscription Services are sufficient for the legal purpose for which such Deliverables and Subscription Services are intended. For the avoidance of doubt, use of the Subscription Services or Deliverables does not create an attorney client relationship between Iron Mountain and Customer.

## **9. Limitation of Liability; Indemnification.**

9.1. Limitation of Liability for the Services; No Consequential Damages. Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), warranty, indemnity, or any other legal theory shall be limited to the total Fees paid by Customer under this Agreement in the six (6) months immediately

preceding any claim. In no event will either Party be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, or the loss of or cost of recreating any data, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), and regardless of whether any remedy set forth herein fails of its essential purpose and even if a Party knew of or should have known of the possibility of such loss or damage. This section is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this section unenforceable or invalid, the remainder of the section will remain in full force and effect. This section survives the expiration or termination of this Agreement.

9.2. Customer Environment. With respect to Subscription Services provided under this Agreement, Iron Mountain shall bear no liability to Customer resulting from or related to: (a) Customer's failure to implement any change to Customer's technical environment that supports the Services that is advised by Iron Mountain in writing; (b) Customer's unauthorized combination, operation, or use of the Documentation with any product, data, apparatus, or business method that Iron Mountain did not provide; (c) Customer's modification of the Documentation; (d) Customer's distribution, operation or use of the Documentation for the benefit of a third party; or (e) Customer's failure to use the Services in accordance with the Documentation. Further, Customer shall inform Iron Mountain of any system change that may reasonably be expected to affect Iron Mountain's ability to provide the Services.

9.3. Customer Indemnification. To the extent permitted by law, Customer shall indemnify, defend, and hold harmless Iron Mountain and its Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands and all liabilities arising out of or in connection with Customer's breach of the license terms and use restrictions for Subscription Services set forth in Section 2 of this Agreement. Iron Mountain shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defense and all related settlement negotiations. Iron Mountain shall provide any necessary assistance, information and authority and Customer will reimburse Iron Mountain for any reasonable, documented, out-of-pocket expenses incurred by Iron Mountain in providing such assistance. Iron Mountain shall have the right to participate, at its own expense, in the claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

9.4. Infringement Indemnification. Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services or Deliverables infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorizes Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability in this Section 10. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services or Deliverables in or from an application or environment or on a platform or with devices not authorized in Documentation or other requirements specified in a Schedule, SOW or this Agreement; (ii) modifications, alterations, combinations or enhancements of the Services or Deliverables not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any Affiliate of Customer has an interest. The foregoing

indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this Agreement. If any Services or Deliverables are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option (a) procure the right for Customer to continue using or accessing the Services or Deliverables, (b) replace the Services or Deliverables with a non-infringing equivalent service or deliverables; or (c) modify the Services or Deliverables to make them non-infringing. This section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Agreement.

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

**11. Data Protection.** Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Data against loss, damage or disclosure. Iron Mountain shall process Data solely for the purpose of providing Services under this Agreement or in accordance with the instructions of Customer. Except as authorized by Customer or pursuant to Section 13 below, Iron Mountain will not disclose Data to any third party other than subcontractors and agents who have agreed to comply with obligations substantially similar to those set forth herein. Upon discovery by Iron Mountain of any loss or unauthorized disclosure of Data while in the custody and control of Iron Mountain under this Agreement, Iron Mountain will promptly notify Customer thereof in writing.

**12. Governmental Orders.** In the event Iron Mountain receives any subpoena, warrant, court order or similar such governmental agency or legal requirement ("Order") that purports to compel disclosure of Data, Iron Mountain shall promptly notify Customer of such Order (unless such notice is prohibited by law or judicial order) and shall cooperate with Customer, at Customer's expense, in the exercise of

Customer's right to protect the confidentiality of Data. Iron Mountain may comply with any such Order, except to the extent Customer obtains a court order quashing or limiting such Order.

**13. 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 grounds for liability or termination hereunder if such failure or delay is caused by an event beyond the affected Party's reasonable control, or by acts of God, governmental actions, labor unrest, acts of terrorism or war, unusually severe weather, riots, or fire (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 other Party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Party's inability to perform under the Agreement due to a Force Majeure Event persists for a period of sixty (60) days following the Force Majeure Event, the other Party may terminate only the portion of the Agreement or applicable Schedule(s) directly affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event shall not excuse payment obligations under this Agreement.

#### **14. General Provisions.**

**14.1. Notices.** All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand; (ii) postage prepaid certified or registered first-class mail with return receipt requested; (iii) electronic transmission; or (iv) facsimile. Notices shall be sent to the address of the other Party set forth in this Agreement or the applicable Schedule and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission.

**14.2. Independent Contractor.** The relationship between Customer and Iron Mountain is that of independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the Parties. Each Party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither Party is authorized to act on behalf of the other in any other matter whatsoever.

**14.3. Relationship with Third Parties.** No customer, end user or other person or entity not a Party to this Agreement shall be considered a third-party beneficiary of this Agreement.

**14.4. Severability and Survival.** If applicable law or public policy renders any portion of this Agreement unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect. The following provisions shall survive any termination of this Agreement: Section 2, "License Terms for Subscription Services"; Section 3.4, "Effect of Termination"; Section 4, "Prices & Payment"; Section 8, "Intellectual Property; Ownership; Data Disclaimer"; Section 10, "Limitation of Liability; Indemnification"; Section 11, "Confidentiality"; Section 15 "General Provisions."

**14.5. Dispute Resolution.** Each Party agrees to adhere to the following procedure in all disputes under this Agreement which the Parties cannot resolve informally. The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the nature of the dispute, such notice to be delivered in accordance with Section 15.1 of this Agreement. Authorized personnel of each Party who have familiarity with and responsibility for the subject matter of the dispute shall meet (in person or by telephone) within fourteen (14) days after the notice date. 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. Except with respect to a party’s right to seek equitable relief, Iron Mountain and Customer agree that neither Party shall take any legal action unless and until this dispute resolution procedure has been employed or waived.

14.6. Choice of Law; Waiver of Jury Trial. This Agreement will be governed by the law of the state in which the Customer’s principal place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

14.7. Export. Customer may not use or otherwise export or re-export any software agent or product provided by Iron Mountain hereunder except as authorized by United States law and the laws of the jurisdiction in which the agent or product was obtained. In particular, but without limitation, an agent may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By receiving any such software agent or product Customer represents and warrants that it is not located in any such country or included on any such list.

14.8. Assignment. Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an Affiliate. The non-assigning Party shall not unreasonably withhold its consent.

14.9. ITAR/EAR Compliance. Customer represents that none of the Data stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer’s Data does contain any such information, Customer shall notify Iron Mountain of the specific Data that contains such information and acknowledges that special rates shall apply thereto.

14.10. Cumulative Remedies. Unless expressly stated to the contrary in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

14.11. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

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



14.13. Order of Precedence; Purchase Orders. In the event of inconsistency between this text and the terms of any SSTC, SOW or Schedule, the following shall be the order of precedence: (i) the SSTC, with respect to the applicable Services only; (ii) this text; and (iii) the SOW or Schedule specific to the applicable Service only. In the event that Customer issues a purchase order to Iron Mountain covering the Services, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

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

### **Special Terms and Conditions- Insight Services**

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

**1.1 “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.

**1.2 “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.

**1.3 “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.

**1.4 “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).

**1.5 “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.

**1.6 “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.

**1.7 “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.

**1.8 “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.

**1.9 “InSight Services”** means the hosting of the Customer Data on the Iron Mountain InSight platform, the classification and extraction of relevant metadata using machine learning (“ML”) and artificial intelligence (“AI”) models, and integration APIs, and the access and search capabilities available through the Iron Mountain InSight platform.

**1.10 “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.

**1.11 “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.

**1.12 “Professional Services”** means the 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.

**1.13 “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.

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

**1.15 “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.

**1.16 “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.

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

## **2. PROVISION OF SERVICES**

**2.1 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.

**2.2 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.

**2.3 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.

**2.4 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.

**2.5 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.

### **3. INTELLECTUAL PROPERTY**

**3.1 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.

**3.2 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.

**3.3 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).

**3.4 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.

**3.5 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.

#### **4. FEES AND EXPENSES; PAYMENTS**

**4.1 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.

**4.2 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. To the extent permitted by applicable law, 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.

**4.3 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. To the extent permitted by law, 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 4.3.

#### **5. CUSTOMER RESPONSIBILITIES**

**5.1 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.

**5.2 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.

**5.3 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.

**5.4 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.

**5.5 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.

## **6. CONFIDENTIALITY**

**6.1 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.

**6.2 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.

**6.3 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.

## **7. WARRANTIES AND DISCLAIMERS**

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



**7.2 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.

## **8. LIMITATION OF LIABILITY**

**8.1 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.

**8.2 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.

**8.3 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.

## **9. INDEMNIFICATION**

**9.1 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.

**9.2 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*.

**9.3 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.

## 10. TERM AND TERMINATION

**10.1 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).

**10.2 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.

**10.3 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.

**10.4 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.

**10.5 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. In the event that Customer Data remains on the Host after the expiration or termination of this Agreement, the terms of this Agreement 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.

## **11. MISCELLANEOUS**

**11.1 Governing Law and Venue.** Unless the Customer is prohibited by law, 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.

**11.2 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.

**11.3 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.

**11.4 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.

**11.5 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*.

**11.6 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.

**11.7 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.

**11.8 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.

**11.9 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.

**11.10 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.

**11.11 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.

**11.12 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-Mail: \_\_\_\_\_

To Iron Mountain:

Iron Mountain Information Management Services, Inc.

One Federal Street

Boston, MA 02110

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

E-Mail: \_\_\_\_\_

for  
With a copy (which shall not constitute notice but which is nonetheless required  
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](mailto:Legal.Department@ironmountain.com)

**11.13 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. In the event that Customer issues a purchase order to Iron Mountain covering the Services, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

## FRAMEWORK AGREEMENT FOR MANAGED SERVICES

### 1. Definitions.

**“Affiliate”** 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 a Customer Affiliate to receive Services under this Agreement, such Affiliate and Iron Mountain shall execute a new Schedule referencing this Agreement.

**“Data”** means all data and information provided by Customer to Iron Mountain under this Agreement in connection with the Services.

**“Documentation”** means user manuals for the Services, the applicable installation guides, service descriptions, technical specifications, and online help files provided by Iron Mountain or its Suppliers or available on Iron Mountain’s online portal.

**“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.

**“Professional Services”** means the installation, training, or data shuttling services performed by Iron Mountain or Supplier personnel for the benefit of Customer as set forth in a Schedule.

**“Schedule”** means a document annexed to this Agreement, physically or by reference, describing among other things the Services, applicable SSTC, term, number of licensed users and pricing.

**“Service Specific Terms and Conditions”** (“SSTC”) means the specific terms and conditions related to the Service(s) the Customer is licensing from Iron Mountain as part of its provision of managed services. The applicable SSTC will be specified on each Schedule, and each SSTC will only apply to the particular Services described therein.

**“Services”** means the managed, hosted, and/or cloud-based services, Support Services, Professional Services, and Documentation necessary to provide Services, all as set forth in the SSTC and applicable Schedule.

**“Suppliers”** means Iron Mountain’s licensors, vendors, and/or third party providers of the Services.

**“Support Services”** means the service and related maintenance in support of the Services purchased by Customer as described in the applicable SSTC or Schedule.

### 2. License.

14.15. License Grant for Services. Iron Mountain shall perform the Services at the rates and charges set forth in a Schedule. Iron Mountain grants to Customer a non-exclusive, non-transferable license for the term of this Agreement to: (i) use the Services in the manner set forth in this Agreement and number of licensed users set forth in the applicable Schedule; (ii) use the Services only for Customer’s internal business needs; and (iii) use the Documentation to support the use of the Services. Customer shall not sublicense, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Services and/or Documentation available to any third party. Customer and all of its users are licensed shall be



bound by and comply with this Agreement, and Customer is solely responsible for the activities of its users and for the accuracy, integrity, legality, reliability, and appropriateness of all Data.

14.16. Restrictions. Customer shall not (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services; (ii) modify, port, translate, localize or create derivative works of the Services; (iii) use the Services to (a) infringe on the intellectual property rights, publicity rights, or privacy rights of any third party; (b) violate, or cause Iron Mountain or its Suppliers to violate, any law, statute, ordinance or regulation; (c) store defamatory, trade libelous, or otherwise unlawful Data; (d) store obscene, pornographic or indecent Data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (iv) use the Services in any application that may involve risks of death, bodily injury, property damage or environmental damage (including life support applications, devices or systems); (v) exceed the number of users specified in the applicable Schedule; (vi) attempt to gain unpermitted access to any Iron Mountain or Supplier computer system, network, or database; or (vii) file copyright or patent applications that include the Services or any portion thereof.

14.17. Data License Grant. Customer grants to Iron Mountain and its Suppliers a limited, non-exclusive, and non-transferable license to the Data only to the extent necessary for Iron Mountain or its Suppliers to perform the Services. In the event that Iron Mountain needs to access the Data to respond to any technical problems, queries, or requests from Customer, Customer shall ensure that both Customer and Iron Mountain are permitted to do so.

14.18. Password Protection of Service. Customer shall be responsible for protecting and safeguarding any keys (including encryption keys), certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords") provided to Customer for the purpose of accessing and using the Services. In the event that Customer makes such Passwords available to any third party, Customer shall be responsible for all actions taken by such third party in connection with the Services. Customer shall not disclose or make available Customer's Passwords other than to Customer's authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of the Services, and will notify Iron Mountain promptly of any such unauthorized use. In no event will Iron Mountain be liable for any loss of Data or other claims arising out of or in connection with the unauthorized acquisition of a Password.

### **3. Term and Termination.**

14.19. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all Schedules executed under this Agreement expire or terminate. In the event that Iron Mountain or its Suppliers continue to hold Data after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Data has been removed from Iron Mountain's or its Suppliers' facilities, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.

14.20. Termination for Cause. Either Party may terminate this Agreement or the affected Schedule(s) (a) immediately, 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) in the event that a Party materially breaches its obligations under this Agreement and fails to cure such default within forty-five (45) days after the non-breaching Party's written notice, subject to the Fees in the applicable Schedule(s).

14.21. Termination for Changes to Applicable Law or Supplier Termination. Any Schedule may be terminated immediately by either Party upon written notice to the other Party if (i) the relationship and/or the transactions contemplated in the Schedule would violate any applicable law; or (ii) if an agreement

between Iron Mountain and a Supplier expires or terminates, resulting in Iron Mountain's inability to provide the applicable Services to Customer.

14.22. Effect of Termination. Upon termination of the applicable Schedule, Customer shall (i) immediately discontinue all use of the applicable Service, (ii) return, uninstall, or destroy (along with all copies in any form) the applicable Documentation or other materials licensed to Customer for such Services under the applicable Schedule; and (iii) pay any fees and other accrued and unpaid amounts due to Iron Mountain under the applicable Schedule(s). Upon termination of any Schedule, Iron Mountain shall (a) have no further obligation to make the applicable Service(s) available to Customer; (b) securely destroy the applicable Data or, upon Customer's prior written request, return the applicable Data to Customer, subject to the Fees on the applicable Schedule; and (c) upon written request by Customer and payment of the applicable Fees, provide a written certification to Customer that all Data has been returned or destroyed. Upon termination or expiration of a Schedule, Iron Mountain may delete all Data stored pursuant to the expired or terminated Schedule and will have no liability for such action to Customer or anyone claiming by or through Customer.

#### **4. Prices and Payment.**

14.23. Charges. Customer shall pay the charges for the Services as set forth in the applicable Schedule(s) (collectively, the "Fees"). All applicable sales and use taxes and similar governmental charges will be stated separately on Iron Mountain's invoice and shall be the responsibility of Customer.

14.24. Payment Terms. Unless otherwise set forth in a Schedule, payment terms are net, thirty (30) days from date of invoice; if Customer is delinquent, Iron Mountain may (in its discretion) charge Customer late fees totaling one percent (1%) per month of the outstanding balance.

**5. Ownership Warranty; Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Data and has full authority to store the Data and direct its disposition in accordance with this Agreement. Iron Mountain will perform Services pursuant to the direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have full authority to order any Service, including deletion of Data. Such orders may be given in person, by telephone or in writing (fax, email or hard-copy). Customer releases Iron Mountain from all liability by reason of the destruction or deletion of Data pursuant to Customer's authorization.

**6. Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements regarding the Services, including but not limited to, interaction with the Data, network requirements, access to Customer locations, security, access and similar matters. Customer shall (i) comply with all Documentation; (ii) provide all hardware systems necessary to support the Services; and (iii) implement reasonable security and environmental precautions for use of the Services. If Customer exceeds the storage capacity purchased in the applicable Schedule, Iron Mountain may move Customer to the appropriate Services tier and adjust rates accordingly to reflect Customer's actual usage of the Services.

#### **7. Intellectual Property; Ownership; Data Disclaimer.**

14.25. Intellectual Property. Iron Mountain or its Suppliers are the sole and exclusive owner of all right, title, and interest in and to the Services (excluding any open source third-party software), and all copies thereof including all derivations and modifications thereto including, but not limited to, ownership of all intellectual property rights (collectively, "Intellectual Property"). This Agreement does not provide

Customer with title or ownership of the Intellectual Property, but only a right of limited use. Customer agrees to inform Iron Mountain promptly following discovery of any infringement or other improper action with respect to the Intellectual Property. Customer recognizes and acknowledges the exclusive right of Iron Mountain and/or its Suppliers in and to all intellectual property and proprietary rights in and to Intellectual Property and that such Intellectual Property is the sole and exclusive property of Iron Mountain and/or its Suppliers. Customer waives its right to contest the validity and/or ownership of such Intellectual Property.

14.26. Ownership of Customer Data. All rights, title, and interest in Data will remain with Customer. This Agreement does not provide Iron Mountain with title or ownership of the Data, but only a right of limited use as set forth in Section 2.3.

14.27. Data Disclaimer. CUSTOMER EXPRESSLY AGREES THAT IRON MOUNTAIN DOES NOT CREATE, OPERATE, CONTROL OR ENDORSE ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS USED IN CONJUNCTION WITH THE SERVICES PROVIDED HEREUNDER.

## **8. Warranties.**

14.28. Iron Mountain Service Warranty. Iron Mountain warrants to Customer that for the term of the applicable Schedule, the Services will perform in substantial conformance with the Documentation. Iron Mountain does not warrant that the Services will be error-free in all circumstances, and Customer will provide prompt written notice to Iron Mountain of any non-conforming Service. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's sole liability will be for Iron Mountain to use commercially reasonable efforts to repair or replace such Services. This warranty is limited and shall not apply where the failure of the Services to satisfy this warranty results from Customer's failure to use the Services in accordance with the Documentation.

14.29. Iron Mountain Professional Services Warranty. Iron Mountain warrants that it will perform the Professional Services using reasonable care and skill in accordance with professional industry standards. This warranty is limited and shall not apply to any Professional Services where the failure of the Professional Services to satisfy this warranty results from improper use by Customer of the Services or from Customer'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, Customer's exclusive remedy and Iron Mountain's sole liability will be the re-performance of the applicable Professional Service, at no charge to Customer.

14.30. Limitation and Disclaimer. UNLESS EXPRESSLY SET FORTH HEREIN OR OTHERWISE SPECIFIED BY AN IRON MOUNTAIN SUPPLIER, IRON MOUNTAIN AND ITS SUPPLIERS PROVIDE ALL SERVICES WITHOUT WARRANTIES OF ANY KIND. IRON MOUNTAIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICES OR THAT IRON MOUNTAIN OR ITS SUPPLIERS WILL CORRECT ALL DEFECTS. THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 8 AND IN THE APPLICABLE SSTC ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IRON MOUNTAIN UNDER THIS AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IRON MOUNTAIN AND WAIVED BY CUSTOMER. THE WARRANTIES EXTEND ONLY TO CUSTOMER AND IRON MOUNTAIN WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIM OR DEMAND AGAINST CUSTOMER IN CONNECTION WITH THIS SECTION 8.

## **9. Limitation of Liability; Indemnification.**

14.31. Negligence Based Liability. Iron Mountain shall have no liability for any losses, costs, damages or expenses arising out of or in connection with loss, destruction or damage to Data, unless and to the extent caused by its failure to exercise such care as a reasonably careful person would exercise under like circumstances.

14.32. Maximum Liability for the Services. Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), warranty, indemnity, or any other legal theory shall be limited to the Fees paid by Customer in the six (6) months immediately preceding any claim. Data is not insured by Iron Mountain against loss or damage, however caused and Customer shall cause its insurers of Data to waive any right of subrogation against Iron Mountain. Customer is solely responsible for encrypting its Data. Customer agrees that the terms of this Agreement apply only to Data in Iron Mountain's possession in the performance of the Services. Data in the custody of third-party transportation providers is not in Iron Mountain's possession, and Iron Mountain shall have no liability for loss, damage or destruction that occurs while Data is in the custody of such persons. Iron Mountain assumes no liability whatsoever for Data that is (i) unencrypted; or (ii) modified or deleted by Customer.

14.33. No Consequential Damages. Except for liability arising from Customer's indemnification obligations in this Agreement, in no event will either Party or Iron Mountain's Suppliers be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, or the loss of or cost of recreating any data, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), and regardless of whether any remedy set forth herein fails of its essential purpose and even if a Party knew of or should have known of the possibility of such loss or damage.

14.34. Customer Environment. Iron Mountain shall bear no liability to Customer and Customer shall indemnify and hold Iron Mountain harmless from and against any third-party claims (including reasonable attorneys' fees) arising out of or in connection with: (a) Customer's decision not to implement any reasonable change to Customer's technical environment that supports the Services that may be advised by Iron Mountain in writing; (b) Customer's combination, operation, or use of the Documentation with any product, data, apparatus, or business method that Iron Mountain or its Suppliers did not provide; (c) Customer's modification of the Documentation; (d) Customer's distribution, operation or use of the Documentation for the benefit of a third party; or (e) Customer's failure to use the Services in accordance with the Documentation. Further, Customer shall inform Iron Mountain of any system change that may reasonably be expected to affect Iron Mountain's ability to provide the Services.

14.35. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Iron Mountain and its Suppliers, Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands and all liabilities arising out of or in connection with (i) allegations that the Data infringes any intellectual property right of any third party or violates any applicable law; and (ii) Customer's breach of the license terms and use restrictions set forth in Section 2 or in a SSTC. Iron Mountain shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defense and all related settlement negotiations. Iron Mountain shall provide any necessary assistance, information and authority and Customer will reimburse Iron Mountain for any reasonable, documented, out-of-pocket expenses incurred by Iron Mountain in providing such assistance. Iron Mountain shall have the right to participate, at its own expense, in the claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

14.36. Infringement Indemnification. Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services infringe any United States patent or copyright of any third party or

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

14.37. **Construction.** This Section 9 "Limitation of Liability; Indemnification" is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this Section 9 unenforceable or invalid, the remainder of the Section will remain in full force and effect.

**10. Confidentiality.** "Confidential Information" means any (i) proprietary, confidential, or trade secret information disclosed by a Party to the other Party during negotiations or discussions regarding various business activities under this Agreement, (ii) information regarding this Agreement or Schedule(s), and (iii) information regarding Iron Mountain's processes and procedures; except for information that was previously known to the receiving Party free of any obligation to keep it confidential, is subsequently made public by the disclosing Party, or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner and for the purposes contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing Party's written consent. Neither Party shall obtain any rights in or to the Confidential Information of the other Party. Each Party shall implement and maintain reasonable safeguards designed to protect the other Party's Confidential Information.

**11. Data Protection.** Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Data processed by Iron Mountain against loss, damage or disclosure. Iron Mountain shall process Data only to the extent required to carry out its obligations or exercise its rights under this Agreement or in accordance with the instructions of Customer. Customer hereby instructs Iron Mountain to take such steps in the processing of Data as are reasonably necessary to the performance of Iron Mountain's obligations under this Agreement, and agrees that such instructions constitute its full and complete instructions as to the means by which Data shall be processed by Iron Mountain. Except as authorized by Customer or pursuant to Section 12 below, Iron Mountain will not disclose Data to any third party other than subcontractors and agents who have agreed to comply with obligations substantially similar to those set forth herein. To the extent that any privacy or data protection laws impose an obligation upon Iron Mountain to comply with an individual's request for

access to or correction of their Data, Customer agrees that it shall satisfy such obligations. Upon termination of this Agreement, Iron Mountain shall return Data to the Customer or destroy such Data in accordance with Customer's written instructions, subject to the Fees on the applicable Schedule(s).

**12. Governmental Orders.** Iron Mountain cannot prevent access by governmental entities to Data. However, in the event Iron Mountain receives any subpoena, warrant, court order or similar such governmental agency or legal requirement ("Order") that purports to compel disclosure of Data, Iron Mountain shall promptly notify Customer of such Order (unless such notice is prohibited by law or judicial order) and shall cooperate with Customer, at Customer's expense, in the exercise of Customer's right to protect the confidentiality of Data. Iron Mountain may comply with any such Order, except to the extent Customer obtains a court order quashing or limiting such Order.

**13. Audit.** During the Term of this Agreement, Customer shall maintain records reasonably required to verify its compliance with this Agreement and all applicable Schedules. Upon at least thirty (30) calendar days' notice to Customer, and not less than twelve (12) months since a prior audit, Iron Mountain may audit and inspect the applicable records of Customer, at Customer's principal place of business, during Customer's normal business hours and in such a manner as to avoid unreasonable interference with Customer's business operations.

**14. 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 grounds for liability or termination hereunder if such failure or delay is caused by an event beyond the affected Party's reasonable control, or by acts of God, governmental actions, labor unrest, acts of terrorism or war, unusually severe weather, riots, or fire (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 other Party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Party's inability to perform under the Agreement due to a Force Majeure Event persists for a period of sixty (60) days following the Force Majeure Event, the other Party may terminate only the portion of the Agreement or applicable Schedule(s) directly affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event shall not excuse payment obligations under this Agreement.

**15. Customer Default.** In the event Customer fails to pay any undisputed fees as and when due pursuant to this Agreement or the applicable Schedule and such failure continues for a period of thirty (30) days, Iron Mountain may, at its option, by written notice to Customer: (a) suspend the provision of Services to Customer; or (b) restrict Customer's access to the Data then held by Iron Mountain. If such failure persists for a period of six (6) months, Iron Mountain may securely destroy Data, provided that Iron Mountain shall have given ninety (90) days' prior written notice to Customer. Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Data. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or any agent, representative or other third party claiming by or through Customer. The foregoing rights of Iron Mountain shall be without prejudice to any other rights it may have at law or in equity or as may be otherwise set forth in this Agreement.

**16. Notice of Loss.** When Data has been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.

## 17. General Provisions.

14.38. Notices. All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand; (ii) postage prepaid certified or registered first-class mail with return receipt requested; (iii) electronic transmission; or (iv) facsimile. Notices shall be sent to the address of the other Party set forth in this Agreement or the applicable Schedule and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission.

14.39. Relationship with Third Parties. No customer, end user or other person or entity not a Party to this Agreement shall be considered a third-party beneficiary of this Agreement.

14.40. Severability. If applicable law or public policy renders any portion of this Agreement unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect. The following provisions shall survive any termination of this Agreement: Section 2, "License"; Section 3.4, "Effect of Termination"; Section 4, "Prices & Payment"; Section 7, "Intellectual Property; Ownership; Data Disclaimer"; Section 9, "Limitation of Liability; Indemnification"; Section 10, "Confidentiality"; Section 17 "General Provisions."

14.41. Dispute Resolution. Any and all disputes, controversies or claims of whatsoever kind or nature arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), warranty or any other legal theory (each, a "Dispute") will be resolved by the process set forth in this section. Each of the Parties shall appoint a member of its senior management to attempt to settle the Dispute in an amicable and equitable manner. If the Parties are unable to resolve any such Dispute within sixty (60) calendar days of the event giving rise to the Dispute, the Dispute will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and in such event each Party hereby consents to the resolution of such Dispute in this manner. Judgment on the award rendered by the arbitration may be entered in any court of competent jurisdiction. Within fourteen (14) days after the commencement of arbitration, the Parties shall mutually agree on the appointment of a single arbitrator, or failing agreement within such fourteen (14) day period, the American Arbitration Association will select the single arbitrator. The place of arbitration will be Boston, Massachusetts, USA. The Parties shall maintain as strictly confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the Parties' respective attorneys, tax advisors and senior management. The Parties agree that all Disputes will be arbitrated on an individual basis and that neither Party shall bring (or participate in) any class, collective, or multi-party claim with respect to a Dispute. Arbitration in the manner set forth in this section is the exclusive means of resolving any Disputes except for (i) the enforcement by either Party of its intellectual property rights; or (ii) in the event a Party seeks injunctive relief.

14.42. Choice of Law; Waiver of Jury Trial. This Agreement will be governed by the law of the state in which the Customer's principal place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

14.43. Export. Customer may not use or otherwise export or re-export any agent or product provided by Iron Mountain hereunder except as authorized by United States law and the laws of the jurisdiction in which the agent or product was obtained. In particular, but without limitation, an agent may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons

List or Entity List. By receiving any such agent or product Customer represents and warrants that it is not located in any such country or included on any such list.

14.44. Assignment. Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an Affiliate. The non-assigning Party shall not unreasonably withhold its consent.

14.45. Government End-User Notice. If a Schedule includes licensed software, such licensed software is a “Commercial Item,” as that term is defined at 48 C.F.R. § 2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

14.46. ITAR/EAR Compliance. Customer represents that none of the Data stored by Iron Mountain or its Suppliers pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer’s Data does contain any such information, Customer shall notify Iron Mountain of the specific Data that contains such information and acknowledges that special rates shall apply thereto.

14.47. Cumulative Remedies. Unless expressly stated to the contrary in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

14.48. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time

14.49. Order of Precedence; Purchase Orders. In the event of inconsistency between this text and the terms of any SSTC or Schedule, the following shall be the order of precedence: (i) the SSTC, with respect to the applicable Services only; (ii) this text; and (iii) the Schedule. In the event that Customer issues a purchase order to Iron Mountain covering the Services, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

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



## SERVICE SPECIFIC TERMS AND CONDITIONS: IRON MOUNTAIN HYLAND HOSTED SOLUTION SERVICE

The Iron Mountain Hyland Hosted Solution Service Subscription is licensed for use by Customer under these Service Specific Terms and Conditions (“SSTC”) and the Framework Agreement for Managed Services (or Framework Amendment for Managed Services) between the Parties (“FAMS”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC. Capitalized terms used but not otherwise defined in this SSTC shall have the same meaning as set forth in the FAMS.

### 1. Definitions.

- (a) “Documentation” means the “Help Files,” whether online or included in the Software which relate to the functional, operational or performance characteristics of the Software.
- (b) “Error” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by [Customer in accordance with this SSTC](#) and confirmed by Iron Mountain.
- (c) “Host Vendor” means Hyland Software, Inc.
- (d) “Host Web Site” means the web site hosted by Host Vendor as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.
- (e) “Hosted Solution” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, for use by Customers under this SSTC.
- (f) “Network” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided as part of the Hosted Solution.
- (g) “Optional Hosting Services” means optional services described in the Process Manual which Host Vendor offers as Hosting Services, but which are not included in the Standard Hosting Services.
- (h) “Process Manual” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Host Vendor agrees to provide (based upon the Service Class selected by Customer), as posted by Iron Mountain at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>
- (i) “Sandbox Environment” means a separate instance of the Software and Third Party Software (excluding Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with non-production data in a non-production environment for the limited purpose of functional testing of the Software and Third Party Software.
- (j) “Service” means, for the purposes of this SSTC, any of the Software Service, Standard Hosting Services and/or Technical Support Services.
- (k) “Service Class” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.
- (l) “Service Class Manual” means the latest version of the manual describing the Service Classes, as posted by Iron Mountain at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>

- (m) “Software” means Host Vendor’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Host Vendor together with Host Vendor’s proprietary software products as a unified product.
- (n) “Software Service” means the Iron Mountain Hyland Subscription service and associated Documentation specified in the Order Form.
- (o) “Standard Hosting Services” means the Hosting Services described in the Process Manual as being standard hosting services.
- (p) “Subscription Period” means the period commencing with the start date and expiring on the end date specified in the applicable Schedule.
- (q) “Term” means the term of this SSTC as defined in Section 2.
- (r) “Technical Support Services” means the services described in the Service Class Manual.
- (s) “Third Party Software” means all third party software products (other than third party software products bundled by Iron Mountain as a part of the Software) licensed by Iron Mountain and sublicensed through this SSTC by Iron Mountain to Customer as part of the Hosted Solution.
- (t) “User” shall mean the Customer and Affiliates’ employees and contractors who use the Service through User IDs issued in a manner contemplated by this SSTC.
- (u) “User Testing Environment” means a separate instance of the Software and Third Party Software (including Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment and Third Party Software.

**2. Term.** The Term of this SSTC (the “Term”) shall commence on the date of the execution of the first Schedule for the Service and continue until all outstanding Subscription Periods under Schedules for the Software Service expire or until this SSTC is terminated in accordance with the FAMS. Expiration or termination of one Schedule shall not affect any other Schedule, unless the SSTC as a whole is terminated pursuant to the FAMS.

### **3. Subscription.**

- 3.1 Subscription Procedure. Customer will subscribe to the Software Service under one or more Schedules. The features of the Software Service and the terms and conditions applicable to that order are specified in the Schedule. In the event of any conflict between this SSTC and a Schedule, this SSTC shall control.
- 3.2. Initial Service. Iron Mountain will provide the Software Service described in any Schedule to Customer for the Subscription Period specified therein according to such Schedule and this SSTC.
- 3.3. Additional Service. Additional Schedules may be entered into by the Parties to subscribe to additional or different features of the Software Service. Unless designated as replacing a specific outstanding Schedule, a new Schedule will be considered in addition to currently outstanding Schedules.
- 3.4 User and Technical Documentation. The Service contains online Documentation describing the operation of the Software Service under normal circumstances, which shall constitute Iron Mountain’s Confidential Information, as defined in the FAMS.

#### **4. Certain Responsibilities and Obligations of Customer.**

- 4.1 (a) Customer may not retain any third party contractor as a provider of services to Customer (“Contractor”), other than for capturing, storing, processing and accessing Customer’s own Data in fulfillment of the Contractor’s contractual obligations as a service provider to Customer and only if such Contractor and Host Vendor have executed an agreement in a form acceptable to Iron Mountain; and (b) Customer will comply with Host Vendor’s Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at: <http://www.ironmountain.com/utility/legal/hyland-acceptable-use-language>
- 4.2 [Customer is responsible for obtaining and maintaining all software, hardware \(including without limitation network systems\), telephonic or other communications circuits, and internet service provider relationships that are necessary or appropriate for Customer to properly access and use the Hosted Solution. Iron Mountain and Host Vendor shall have no responsibility or liability under this SSTC for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.](#)

**5. Fees & Payment.** Customer will pay an annual subscription fee as set forth in the applicable Schedule (“Subscription Fee”) for the Software Service, including the Licensing Subscription Fee and the Hosting Fee set forth therein. All other terms and conditions governing the payment of fees, including, without limitation, any late payment provisions, are set forth in the FAMS.

**6. Permitted Use.** Subject to the terms and conditions of this SSTC, Iron Mountain agrees to and hereby grants to Customer a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the Subscription Period in accordance with the terms of this SSTC, the relevant Schedule and the FAMS. Further, Customer is granted the following usage rights as stated below for the Services described in the Schedule(s).

- 6.1 Customer may use the Software and Third Party Software only as part of the Hosted Solution, solely for use by Customer internally, and only for capturing, storing, processing and accessing Customer’s own Data. The Software and Third Party Software are licensed to Customer for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution [except as otherwise expressly permitted under the terms of this SSTC.](#) Customer shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this SSTC. Customer agrees not to remove any Iron Mountain or Host Vendor notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software.
- 6.2 Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by web browser or Software application to the Host Web Site. Customer acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed during the Subscription

Period exceeds the maximum number of images per year (the “Volume Level”). Customer may choose to purchase a higher volume level at any time. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software client modules or licensed API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Iron Mountain has given its prior written consent to Customer’s use of such other software and the Licensing Subscription Fee and the Hosting Fee have been adjusted to reflect such additional Software and Customer pays such additional Licensing Subscription Fee and the Hosting Fee with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

- 6.3 Accessing User Accounts. Iron Mountain will issue User IDs needed by Customer to access and use the Service features specified in the applicable Schedule during the Subscription Period. Customer is responsible for all activity occurring under its User IDs. Customer may request Iron Mountain to add/drop User IDs as reasonably needed to accommodate changes in Customer workforce. Customer is not entitled to a refund for any unused or unassigned User IDs.
- 6.4 Data Preparation & Configuration. Customer will use commercially reasonable efforts to ensure that: (i) Data is in proper format as specified by the Documentation; (ii) its Users are familiar with the use and operation of the Software Service, and (iii) no other software, data or equipment has been introduced by Customer. Iron Mountain will load the Data provided in the format specified and configure the Software Service as part of the Subscription Fee; any additional data preparation or manipulation required by Iron Mountain to load Data will be billed at general service rates specified on the Schedule. Customer is responsible for updates to its internal processes as needed to operate the Software Service and any updates in Customer's computing environment.
- 6.5 Evaluation Use. In the event that Customer is provided with an evaluation license during a trial period (“Trial Period”) as set forth in an applicable Schedule, Customer shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Customer may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Customer acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Iron Mountain, Host Vendor and its suppliers shall have no liability, direct or indirect, with respect to any loss or breach of confidential information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Customer’s sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Iron Mountain, Host Vendor and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software or Third Party Software provided therein will perform or conform to any Documentation or statement, either written or verbal. IRON

MOUNTAIN, HOST VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED “AS IS”. Iron Mountain reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Customer shall not make or use any additional copies of the Software or Third Party Software.

- 6.6 Ownership. Host Vendor and its Suppliers own the Software, Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Software, Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. THIS SSTC IS NOT A WORK-FOR-HIRE AGREEMENT. At no time will Customer file or obtain any lien or security interest in or on any components of the Hosted Solution.
- 6.7 Limitations. The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage (“High Risk Use”). Customer is not licensed to use the Hosted Solution in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. Customer agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use. Customer agrees to indemnify and hold harmless Iron Mountain and Host Vendor from any third-party claim arising out of Customer’s use of the Hosted Solution in connection with any High Risk Use.
- 6.8 Reservation of Rights. Iron Mountain expressly reserves all rights in the Services not specifically granted to Customer. It is acknowledged that all rights, title and interest in the Services will remain with Iron Mountain (or third party suppliers, if applicable) and that the Software Service is licensed on a subscription basis to Customer. Customer expressly reserves all rights in the Data, except the limited right of Iron Mountain to use the Data for the sole purpose of providing the Service features for Customer’s benefit and only during the Subscription Period. Unless specifically agreed in writing, each Party’s exclusive ownership rights extend to any update, adaptation, translation, customization, compilation or derivative work thereof.
- 6.9 Open Source Software. Customer acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software, or related documentation) may grant you additional rights to such open source software.

6.10 AccuZip. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Iron Mountain to maintain Customer's continued right to use. The USPS has contractually required Host Vendor to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Iron Mountain regularly updates the zip code list as part of Hosted Solution Support for the AccuZip module.

**7. Hosting Services.** Customer acknowledges and agrees that Iron Mountain shall subcontract to Host Vendor the provision of all Hosting Services and fulfillment of all other obligations under this Section 7.

7.1 Hosting. Iron Mountain (through the Host Vendor) will host the Hosted Solution commencing on the Date specified in the Schedule, subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Customer will be as set forth in Customer's initial purchase order. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the then current Subscription Period. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next Subscription Period. To modify a Service Class selection, Customer and Iron Mountain must execute a mutually acceptable Schedule indicating the new Service Class.

7.2 Process Manual and Service Class Manual. Iron Mountain has delivered or otherwise made available current copies of the Process Manual and Service Class Manual to Customer. Iron Mountain will have the right to modify the Process Manual and the Service Class Manual (including the right to issue an entirely restated version of each Manual) from time to time.

**8. Support Services.** Iron Mountain shall use commercially reasonable efforts to provide the Technical Support Services substantially as presented therein (the "Service Commitment"). Support requests are triaged by an Iron Mountain representative assigned to the company support pool. Upon initial review, the support request is categorized and assigned to the appropriate support group. Technical requests will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group. Support Services do not include preparation of Data, configuration or customization of Software Service features needed to function in Customer's production environment.

8.1 Support Services.

8.1.1. *Call-In Support*. Iron Mountain will provide call-in Support Services during normal hours of operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such call-in support service, Customer must: (A) communicate the error to Iron Mountain using its designated contact persons; and (B) Describe and document the reported error.

8.1.2. *Online Support*. Iron Mountain will provide online Support Services via support website and email during normal hours of operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such online support service, Customer must: (i) communicate the support request to Iron Mountain; and (ii) adequately describe and document the reported error. At any time, Customer may check on an existing support request, view the name of the support group assigned to the request, the severity level and make additional follow on comments using the online support website.

8.1.3. *Off-hours Support.* Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide call-in Support and online support systems to allow Customer to initiate a new support request or check on an existing support request, 24 hours a day, 7 days a week. Customer must follow the same support request procedures set forth in Sections 8.1.1 and 8.1.2.

8.1.4. *Response to Support Request.* Response time is calculated from the time that Iron Mountain logs-in a service request in proper form from the Customer's authorized contacts. Service requests received after Normal Hours of Operation will be logged at the beginning of the next business day on which Iron Mountain is normally open for business. Iron Mountain will use reasonable efforts to respond to Support Service requests based on their level of severity.

8.2 Errors in the Software. With respect to any Errors in the Software, Iron Mountain will engage Host Vendor to use commercially reasonable efforts to correct any Error, which may be affected by a commercially reasonable workaround. Iron Mountain shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Customer. Host Vendor may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.

8.3 Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Customer and which are confirmed by Iron Mountain or Host Vendor or its suppliers, in the exercise of their reasonable judgment, Iron Mountain will engage Host Vendor to use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Iron Mountain shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Customer, in accordance with Iron Mountain's then-current Error reporting procedures.

8.4 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Customer shall receive bug-fixes, enhancements to existing functionality, and all new releases commensurate with the Software, as designated by Iron Mountain in its reasonable discretion, and at no additional charge. Iron Mountain or Host Vendor may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Iron Mountain's expense. Host Vendor also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Host Vendor and assist Host Vendor in connection with the completion of installation and testing of any update or upgrade of the Software.

8.5 Exceptions. The Service Commitment does not apply to any inability to connect, suspension, termination or other performance issues of the Software Service, and neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Support under the SSTC: (i) caused by factors outside of Iron Mountain's reasonable control, including any Internet access or related problems beyond the demarcation point of the Software Service hosted networks; (ii) that result from any negligent or malicious actions or inactions of Customer or its Users; (iii) that result from Customer's or its Users' equipment, software or other technology and/or third party

equipment; (iv) that result from any maintenance as provided for pursuant to the SSTC; or (v) arising from suspension or termination of Customer's right to use the Software Service in accordance with the SSTC.

## 8.6 Service Credits.

8.6.1 *Entitlement.* In the event the Software Service does not meet the Service Commitment, Customer may receive a Service Credit as posted by Iron Mountain from time to time on a website designated by Iron Mountain. Iron Mountain will only apply Service Credits against future payments for the Software Service otherwise due from Customer. Iron Mountain's sole liability and Customer's exclusive remedy for any failure to meet the Service Commitment is the receipt of a Service Credit (if eligible).

8.6.2 *Credit Request and Payment Procedures.* To receive a Service Credit, Customer (for any User) shall submit a request through the Iron Mountain customer support group by phone or email. To be eligible, the credit request must be received by Iron Mountain by the end of the calendar month after which the incident occurred and must include: (i) the words "Credit Request" in the subject line; (ii) the dates and times of each incident that Customer is claiming; and (iii) the request logs that document the errors and corroborate the claimed outage, with any confidential or sensitive information removed or redacted. If such request is confirmed by Iron Mountain and is less than the Service Commitment, Iron Mountain shall issue the Service Credit to Customer within sixty (60) days following the month in which the request is confirmed by Iron Mountain. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

8.7 Limitations. Neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Hosted Solution Support under this SSTC: (1) in connection with any Errors, defects or problems that result in whole or in part from any of the following activities undertaken by any party other than Host Vendor: any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, unless any of the foregoing are a direct result of an item specified in the Documentation or are expressly permitted by Host Vendor in a writing signed by an executive authorized to so bind Host Vendor; (2) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Host Vendor has previously provided corrections for such Error or defect which the Customer fails to implement; (3) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; (5) if any party other than Host Vendor or Iron Mountain has provided any services in the nature of maintenance or technical support to the Customer with respect to the Hosted Solution, or (6) in connection with any problems (other than Errors) related to the operation or use of the Software application programming interfaces (APIs). Support relating to the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable services proposal which outlines professional services for such support activities.



**9. Limitation Of Liability.** IN NO EVENT SHALL IRON MOUNTAIN'S, HOST VENDOR'S OR THEIR SUPPLIERS' LIABILITY EXCEED THE AMOUNT OF THE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO IRON MOUNTAIN FOR THE SERVICES DESCRIBED IN THIS SSTC DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL Iron Mountain, HOST VENDOR OR THEIR DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OR THE COST OF RECOVERING SUCH DATA OR INFORMATION, THE COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES, OR CLAIMS BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH THIS SSTC OR ANY USE OR INABILITY TO USE THE HOSTED SOLUTION, EVEN IF IRON MOUNTAIN OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HOST VENDOR, BE LIABLE FOR ANY DAMAGES.

FOR CUSTOMERS THAT PROVIDE HEALTHCARE SERVICES: IF CUSTOMER USES THE HOSTED SOLUTION IN A CLINICAL SETTING, CUSTOMER ACKNOWLEDGES THAT THE HOSTED SOLUTION IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE CUSTOMER'S USERS OF THE HOSTED SOLUTION.

**10. Miscellaneous Provisions.**

10.1 Survival of Obligations. The provisions of this SSTC that by their nature or express terms extend beyond the termination or non-renewal of this SSTC will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this SSTC will survive any termination or non-renewal of this SSTC.

10.2 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this SSTC; provided, however, that Host Vendor and third party suppliers of software products bundled with the Software are third party beneficiaries to this SSTC as it applies to their respective services or software products.