



## **Iron Mountain Special Terms and Conditions- Federal Contractors**

The following terms and conditions will apply to this Agreement.

**1. Federal Contract Flow Downs.** In accordance with Federal Acquisition Regulation (FAR) (48 CFR Part 52) FAR 52.244-6, Subcontracts for Commercial Items, if the services provided by Iron Mountain (I) are used in support of a Federal Prime Contract, Iron Mountain will comply with the following provisions of FAR (current as of the date of the Customer's Prime Contract):

a. (i) 52.203-13, Contractor Code of Business Ethics and Conduct if the agreement exceeds \$5,500,000 and has a performance period of more than 120 days; (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (iii) 52.201-21 Basic Safeguarding if Covered Contractor Information Systems (iv) 52.222-54, Employment Eligibility Verification (v) 52.219-8, Utilization of Small Business Concerns if the agreement offers further subcontracting opportunities. If the agreement (except agreements to small business concerns) exceeds \$750,000 (\$1,500,000 for construction of any public facility), the Vendor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (vi) 52.222-21, Prohibition of Segregated facilities (, (vii) 52.222-26, Equal Opportunity (viii) 52.222-35, Equal Opportunity for Veterans ; (ix) 52.222-36, Affirmative Action for Workers with Disabilities; (x) 52.222-37, Employments Reports on Veterans, (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496) (for agreements that exceed \$10,000 and that will be performed wholly or partially in the United States); (xii) 52.224-3, Privacy Training); (xiii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Section 889(a)(1)(A) of Pub. L. 115-232); (xiv) (A) 52.222-50, Combating Trafficking in Persons ( 22 U.S.C. chapter 78 and E.O. 13627); (B) Alternate I of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627); (xv) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55; (xvi) (A) 52.224-3, Privacy Training ( 5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f); (B) Alternate I of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable); and (xvii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors, if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

b. If Customer informs Iron Mountain in writing that services to be performed under this Agreement are subject to the Service Contract Labor Standards, 41 U.S.C. chapter 67 (formerly "Service Contract Act"), as implemented by the Department of Labor in 29 CFR. Part 4 and FAR Subpart 22.10, Iron Mountain will comply with (a) FAR 52.222-41, Service Contract Labor Standards, and (b) 52.222-62, Paid Sick Leave Under Executive Order 13706.

## **2. Contract Terms and Conditions-Commercial Items Federal Acquisition Regulation (FAR)**

**52.212-4.** Only to the extent not inconsistent with the Iron Mountain General Terms and Conditions or other terms of this Agreement, the provisions of FAR 52.212-4 (current as of the date of the Customer's Prime Contract and modified to place the Customer in the position of the Government in the context of such clauses) are applicable to this Agreement. Notwithstanding, Customer's rights to terminate this Agreement for convenience are limited to such circumstances and to such extent to which the Federal Contract for which the services and items to be provided by Iron Mountain under this Agreement is terminated by the Federal Government. For the avoidance of doubt, changes in this Agreement may be made only by mutual agreement of the Customer and Iron Mountain, and entitle Iron Mountain to an equitable adjustment in price, schedule or both, unless expressly agreed in writing by Iron Mountain.