



Special Terms and Conditions Applicable to Information Governance and Digital Solutions

These Special Terms and Conditions apply to Information Governance and Digital Solutions services provided by Iron Mountain (IM) under the Agreement, and have precedence over any different or conflicting terms or conditions of the Iron Mountain General Terms and Conditions.

1. Limitation of Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with an order for Information Governance and Digital Solutions services ("Consulting Services"), 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, Purchase Order or Task Order. 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 an order for Consulting Services, 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 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 provision unenforceable or invalid, the remainder of this provision will remain in full force and effect. This provision survives the expiration or termination of an order for Consulting Services.