



Special Terms and Conditions Applicable to Secure IT Asset Disposition

These Special Terms and Conditions apply to Secure IT Asset Disposition 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. 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.