



AGENDA REPORT

Meeting Date: July 7, 2011
Item Number: F-17
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND IRON MOUNTAIN INFORMATION MANAGEMENT, INC. FOR OFFSITE DATA STORAGE AND RELATED SERVICES.

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve a 3-year agreement with Iron Mountain Information Management for offsite data storage and related services for an amount not to exceed \$25,000 per year, and a total contract cost not to exceed \$75,000 for the life of the contract.

INTRODUCTION

Disaster recovery is an ongoing and critical component of the City's Information Technology operations. To ensure the reliability of the City's back-up and recovery systems, the City has continued its relationship with Iron Mountain Information Management, the world's largest provider of records and information management.

DISCUSSION

Iron Mountain provides the City with integral offsite data storage, and daily pick-up and delivery of storage tapes. This service ensures disaster recovery capability for business continuity and provides for back-up and restoration of the City's network, including software applications, critical data, and daily business documents saved to the network.

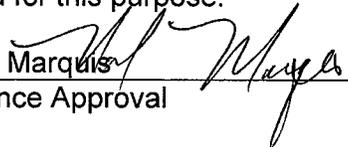
The continuation of reliable and scalable offsite data storage and management ensures application and data recovery in cases of loss, as well as ensuring business continuity via established back-up and recovery procedures.

City staff consistently works with Iron Mountain to ensure that the City is satisfied with the services provided, and that the back-up and recovery procedures are fully functional, without any degradation in the quantity or quality of the data and systems stored. A continuation in these services is necessary as part of Information Technology's Emergency Procedures and Disaster Recovery Plan.

FISCAL IMPACT

Funds were budgeted and are available in the Information Technology Internal Service Fund for this purpose.

Noel Marquis
Finance Approval



David Schirmer
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IRON MOUNTAIN INFORMATION MANAGEMENT, INC. FOR
OFFSITE DATA STORAGE AND RELATED SERVICES

NAME OF CONSULTANT: Iron Mountain Information Management, Inc.

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Dustin Jones, Account Manager

CONSULTANT'S ADDRESS: Iron Mountain -Southern California Market
700 Burning Tree Road
Fullerton, California 92833

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2014

CONSIDERATION: Not to exceed \$25,000 per fiscal year, based on the
rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
IRON MOUNTAIN INFORMATION MANAGEMENT, INC. FOR
OFFSITE DATA STORAGE AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Iron Mountain Information Management, Inc., (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain offsite data storage services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall provide the services of providing offsite data storage more particularly described in Exhibit A in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2014, unless terminated as set forth in this Agreement.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY in the manner described in Exhibit A. CONSULTANT shall complete the services in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 5. Method of Payment. CONSULTANT shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY. This Agreement shall be binding on the successors and assigns of the CONSULTANT. CONSULTANT may associate with its affiliates in the performance of this Agreement.

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. Other personnel may be authorized to perform work under this Agreement subject to the prior written approval of CITY's Risk Manager.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(b) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the services required by this Agreement.

(c) CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law.

(d) CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(e) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(f) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(g) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on a form approved by the CITY Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. Subject to the indemnification provision set forth in this Agreement, CONSULTANT shall provide a waiver of subrogation for the required general liability and automobile liability insurance policies.

(i) Any deductibles or self-insured retentions must be declared to CITY.

Section 12. Indemnification. CONSULTANT agrees to fully indemnify and hold harmless CITY and its employees and agents for any claim, liability, cost or expense (including litigation expenses and reasonable attorneys' fees) arising out of CONSULTANT's breach of any terms or provisions of the Agreement, provided that this indemnification shall not affect the limitation on CONSULTANT's liability in the event of loss or destruction of, or damage to, stored materials as set forth in Exhibit A.

Section 13. Termination.

(a) CITY may cancel this Agreement at any time upon thirty (30) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money

paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. Precedence. In case of conflict between any of the Exhibits attached hereto and the terms of this Agreement, this Agreement shall take precedence over the Exhibits.

Section 18. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 19. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

Section 20. Entire Agreement. This Agreement (including attached Exhibits) represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 2011, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: IRON MOUNTAIN
INFORMATION MANAGEMENT, INC.



STERLING POLOSO
Vice President

APPROVED AS TO FORM

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES AND BASIC TERMS AND CONDITIONS

Scope of Services:

CONSULTANT shall pick up, manage and secure CITY data tapes offsite in accordance with CITY schedules. CONSULTANT shall securely transport, and scan for tracking tapes in secure vehicles. CONSULTANT shall provide a Web-based media inventory tool to manage offsite tapes. Tapes shall be securely vaulted in a climate controlled dedicated tape vault, secured by keycard access, video surveillance and trained and screened CONSULTANT personnel. CONSULTANT shall make data available to CITY 24/7 and 365 days per year. Tape vaulting storage service prices are as set forth in Exhibit B.

Terms and Conditions

The above scope of services shall be provided pursuant to CONSULTANT'S standard terms and conditions as set forth below. For purposes of this Exhibit A, Iron Mountain shall mean CONSULTANT and Customer shall mean CITY.

1. Term. The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement, unless otherwise set forth in a Schedule approved by both parties. Upon expiration of the initial term, the term will continue upon issuance of a Customer approved purchase order for additional one (1) year terms. In the event that Iron Mountain continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.

2. Charges. Rates and charges shall be as specified in the Pricing Schedule (Exhibit B): (i) rates for storage shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time upon thirty (30) days' written notice, and (ii) rates for services may be adjusted by Iron Mountain at any time upon thirty (30) days' prior written notice. Transportation surcharges apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.

3. Principal Provider. The charges for the services set forth in Exhibit B are predicated upon the expectation that Customer will utilize Iron Mountain as its primary third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.

4. Authorization; Customer Instructions. Iron Mountain will perform services pursuant to 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 for, or disposal

or removal of, Customer's Deposits. Such orders may be given in person, by telephone or in writing (fax, electronically or hard-copy).

5. Operational Procedures. Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pickup volumes, preparation for pickup, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer will pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.

6. Force Majeure. In no event shall either party 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.

7. Governmental Orders. Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's applicable charges set forth in Exhibit B for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense. Customer acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and Customer authorizes Iron Mountain to fully cooperate with such inspections. Iron Mountain shall bear no responsibility for loss or damage to Deposits, or containers housing Deposits, caused by Government Inspectors.

8. Confidentiality. "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, 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. All Confidential Information shall be held in confidence by the receiving party and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.

9. Liability in Event of Loss of Deposits. Iron Mountain shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless such loss or damage resulted from the failure by Iron Mountain to exercise such care as a reasonably careful person would exercise under like circumstances; Iron Mountain is not liable for loss or damage which could not have been avoided by the exercise of such care. If liable, the amount of Iron Mountain's liability is limited as provided on the first page of this Exhibit. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the agreed value set forth above. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. 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.

10. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, Iron Mountain shall not be liable for any loss or default unless such loss or

default is due to the negligence of Iron Mountain. If liable, the amount of Iron Mountain's liability is limited as provided on the first page hereof.

11. 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, regardless of whether an action is brought in tort, contract or under any other theory.

12. Destruction of Deposits. Customer releases Iron Mountain from all liability by reason of the destruction of Deposits pursuant to Customer's written authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed at the rates set forth in Exhibit B.

13. 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.

14. Notice of Claims. Claims by Customer must be presented in writing within a reasonable time, and in no event longer than ninety (90) days after delivery or return of the Deposits to Customer or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.

15. Filing of Actions. No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.

16. Notice of Loss. When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and the time limitation for presentation of a claim and commencement of action or suit begins on the date of Customer's receipt of such notice.

17. Ownership Warranty. 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. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.

18. Restrictions on Material; Customer Premises. Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer warrants that it shall only place paper-based materials in the shredding bins. Customer shall

indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.

19. **Software License.** If access to or use of Iron Mountain inventory management software and computer programs (the "Software") is provided hereunder in connection with the services, Iron Mountain hereby grants Customer a limited, nonexclusive license to use the Software solely in conjunction with records storage services provided by Iron Mountain during the term of this Agreement. Customer acknowledges that all Software and the inventory management system comprised of the Software belong to Iron Mountain. During the term of this Agreement, Iron Mountain shall have the exclusive right to use Deposit inventory information (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.

20. **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 with respect to such records, or have any other liability under state or federal law with respect to such records.

21. **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 acknowledge that special storage and service rates shall apply thereto.

EXHIBIT B

CONSIDERATION/RATES

Offsite Tape Vaulting

List Prices (as of April 27, 2011)

STANDARD SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)				
DESCRIPTION	CURRENT LIST PRICE	DISCOUNT	EFFECTIVE PRICE	PER
☒ Scheduled Service - Monthly (1-2 Trips per Month)*	\$58.24	9%	\$53.00	Trip
☒ Scheduled Service - Weekly (3-10 Trips per Month)*	\$47.84	9%	\$43.53	Trip
☒ Scheduled Service - Daily (11 plus Trips per Month)*	\$40.56	9%	\$36.91	Trip
☒ Transport Container	\$10.40	9%	\$9.46	Container
☒ Media Handling (Minimum \$20.00 per month)	\$0.63	9%	\$0.57	Item
☒ Closed Container Handling	\$3.07	9%	\$2.79	Item
☒ Transport Container Handling	\$3.07	9%	\$2.79	Item

STANDARD STORAGE (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)				
DESCRIPTION	CURRENT LIST PRICE	DISCOUNT	EFFECTIVE PRICE	PER
☒ Slotted Media	\$0.926	10%	\$0.834	Slot
☒ Closed Container (Compact)	\$10.40	10%	\$9.36	Container
☒ Closed Container (Small)	\$17.59	10%	\$15.83	Container
☒ Closed Container (Medium)	\$29.62	10%	\$26.66	Container
☒ Closed Container (Large)	\$42.58	10%	\$38.32	Container

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)				
DESCRIPTION	CURRENT LIST PRICE	PER		
☒ Standard Special Transport (24 hours)*	\$140.40		Trip/Sub-Account	
☒ Critical Special Transport (3 hours)*	\$178.88		Trip/Sub-Account	
☒ Holiday Charge*	\$104.00		Holiday	
☒ Container Locks	\$12.48		Lock	
☒ Security Clips	\$2.86		Clip	

OTHER PROGRAM FEES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)				
DESCRIPTION	CURRENT LIST PRICE	PER		
☒ Administrative Fee	\$25.12		Account ID	
☒ Fuel Surcharge		*	Transportation Visit	

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

CUSTOM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
☒ Scheduled Same Place/Same Campus Transport*	\$10.40	Trip
☒ Scheduled Same Building/Same Campus Transport*	\$15.60	Trip
☒ Slotted Media Storage - Round Reel	\$1.46	Slot
☒ Slotted Media Storage - Oversized	\$1.46	Slot
☒ Transport Rental	\$1.04	Each per Day
☒ Closed Container (Extra Large)	\$45.76	Container
☒ Closed Container (Cabinet)	\$145.60	Container
☒ Cart	\$145.60	Cart
☒ Transport Cart	\$145.60	Cart
☒ Custom Bar Code Labels	\$1.30	Label
☒ Third Party Transportation		Priced per Shipment
☒ Out of Service Territory Premium*	\$1.32	Mile
☒ Minimum Monthly Fee	\$228.80	Account Number

For Customer locations outside the Service Territory of the Iron Mountain facility that services Customer, Iron Mountain charges a premium for transportation. To calculate the per trip rate, Iron Mountain multiplies the number of miles from the edge of the Service Territory to Customer's location by the Out of Service Territory Premium rate and adds it to the Scheduled, Standard Special and Critical Special Service rates. The Out of Service Territory Premium is not discounted.

Additional Services beyond those listed in this Pricing Schedule are available. For service descriptions, please go to Additional Services at <http://cic.ironmountain.com/dataprotection/additional/>.

Data Protection and Recovery

MONTHLY COST ESTIMATE

(c) Offsite Tape Vaulting Monthly Cost Estimate

STANDARD SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Scheduled Service - Daily (11 plus Trips per Month)	\$36.91	Trip	23	\$848.93
☒ Media Handling (Minimum \$20.00 per month)	\$0.57	Item	416	\$237.12
☒ Transport Container Handling	\$2.79	Item	99	\$276.21
Total Standard Services Monthly Cost Estimate				\$1,362.26

STANDARD STORAGE

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Slotted Media	\$0.834	Slot	180	\$150.12
☒ Closed Container (Compact)	\$9.36	Container	7	\$65.52
☒ Closed Container (Small)	\$15.83	Container	10	\$158.30
☒ Closed Container (Medium)	\$26.66	Container	1	\$26.66
Total Standard Storage Monthly Cost Estimate				\$400.60

OTHER PROGRAM FEES

Monthly fee for account maintenance, support, and administrative services.

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Administrative Fee	\$25.12	Account ID	1	\$25.12
Total Other Program Fees Monthly Cost Estimate				\$25.12

CUSTOM STORAGE AND SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Slotted Media Storage - Round Reel	\$1.46	Slot	2	\$2.92
Total Custom Storage and Services Monthly Cost Estimate				\$2.92