

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Scope of Services

County of Monterey customer number is: 001704. Contractor shall provide off site secure data storage which will include the pick-up and delivery of data stored on various media forms from 1590 Moffett Street, Salinas, Ca. 93905 to a site designated by the CONTRACTOR on a scheduled basis and as needed by the County.

II. Rate Schedule

The following tables reflect the Rate Schedule for Backup Tape Vaulting:

STANDARD SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service*	\$30.00	Trip
■ Transport Container	\$5.82	Container
■ Media Handling	\$0.353	Item
■ Closed Container Handling	\$1.72	Item
■ Transport Container Handling	\$1.72	Item

STANDARD STORAGE (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$0.407	Slot
■ Closed Container (Compact)	\$7.74	Container
■ Closed Container (Small)	\$7.74	Container
■ Closed Container (Medium)	\$13.033	Container
■ Closed Container (Large)	\$18.735	Container

PREMIUM STORAGE AND SERVICES (see http://cic.ironmountain.com/dataprotection/glossary for service definitions)		
DESCRIPTION	EFFECTIVE 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	EFFECTIVE 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*	\$10.92	Trip
■ Scheduled Same Building/Same Campus Transport*	\$16.38	Trip
■ Slotted Media Storage - Round Reel	\$1.25	Slot
■ Slotted Media Storage - Oversized	\$1.53	Slot
■ Transport Rental	\$1.09	Each per Day
■ Closed Container (Extra Large)	\$48.05	Container
■ Closed Container (Cabinet)	\$152.88	Container
■ Cart	\$152.88	Cart
■ Transport Cart	\$32.92	Cart
■ Custom Bar Code Labels	\$.29	Label
■ Third Party Transportation		Priced per Shipment
■ Minimum Monthly Fee	\$240.24	Account Number

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 Backup and Recovery - Monthly Cost Estimate

Iron Mountain Offsite Tape Vaulting Monthly Cost Estimate

► STANDARD SERVICES

DESCRIPTION	PRICE	PER	QTY	TOTAL
■ Scheduled Service	\$50.23	Trip	21.00	\$1,054.83
Total Standard Services Monthly Cost Estimate				\$1,054.83

► 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

III. Term of the Agreement

The term of this Agreement shall be from July 1, 2012 through June 30, 2015 unless sooner terminated pursuant to the terms of this Agreement.

IV. Payment Provisions

- a. For the services described in this Agreement, the **maximum obligation of the County shall be**

Term	Amount
July 1, 2012 – June 30, 2013	\$60,000
July 1, 2013 – June 30, 2014	\$60,000

July 1, 2014 – June 30, 2015	\$60,000
Maximum Agreement Amount	\$180,000

- b. Payment conditions as specified in Section III of the body of this Agreement shall apply. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be reflect the services provided up to the termination date and should the County determine a reimbursement is owed, the Contractor shall reimburse the County within thirty (30) days of the termination.
- c. Invoices shall be mailed to:

Monterey County Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable

EXHIBIT B

STANDARD LANGUAGE REVISIONS TO PSA

The provisions set forth below shall supersede and take the place of the paragraphs(s) they replace. All other provisions of this Professional Services Agreement shall remain in full force and effect.

I. The revisions are as follows:

- a. Section 5.01 the phrase “*or immediate family of an employee of the County*” shall be deleted.
- b. Section 6.01 shall be modified by adding the following: “*County shall be liable for late charges at the rate equal to the lesser of one percent (1%) per month or the highest rate legally permitted in the state where County is located, calculated from the date payment was due until the date payment is made. Prior to delivery of Deposits upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check. If County fails to pay Iron Mountain may, at its option: (a) suspend service, or (b) terminate this Agreement. Iron Mountain shall have other rights and remedies as may be provided by law.*”
- c. Section 7.02 shall be deleted and replaced with the following in lieu thereof; “*In the event that either party materially fails to provide the services in accordance with this Agreement, the other party shall provide written notice to the alleged breaching party describing the nature of material non-performance. The County and CONTRACTOR shall promptly appoint representatives to meet in good faith to develop a plan to remedy such performance, including a timetable. The alleged breaching party shall have a minimum of sixty (60) days from the date it receives such written notice to cure, failing which the other party shall have the right to terminate the Agreement upon the expiration of the sixtieth (60th) day.*”
- d. Section 8 shall be deleted and replaced with the following in lieu thereof: “**General Indemnification Provision.** *CONTRACTOR shall indemnify, defend and hold harmless, County, its governing board, directors, officers, and employees from any third party claim, loss, injury, damage, expense, and liability resulting from bodily injury to or death of any person and loss of or damage to property (excluding the stored materials), caused by claimed or actual intentional or negligent act or omissions of CONTRACTOR, its employees, or agents, excepting only loss, injury or damage to the extent caused by the sole negligence or willful misconduct of the County.*”
- e. Section 9.01 shall be amended to remove the last two sentences in paragraph 1.
- f. Section 9.02 shall be deleted and replaced with the following in lieu thereof: “**Qualifying Insurers:** *All coverages except surety, shall, at the inception of coverage and/or renewal, be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide. Should a carrier’s rating fall below A- during any given policy period, CONTRACTOR shall replace that carrier upon policy expiration with a carrier having an A- rating or better. Should a carrier rating fall below B+ at any time, that carrier shall be replaced as soon as possible.*”
- g. Section 10.01 shall be modified by inserting the word “applicable” immediately preceding the word “federal” in sentence 1. The following sentences shall be added to this paragraph: “*Notwithstanding the foregoing, CONTRACTOR is authorized to comply with any subpoena or similar order related to the Deposits, provided that CONTRACTOR notifies County promptly upon*

receipt thereof, unless such notice is prohibited by law. CONTRACTOR will cooperate with County's efforts to quash or limit any subpoena, at County's expense. County acknowledges that its shipments may be subject to inspection while in transit by federal, state or local government entities ("Government Inspectors"), and County authorizes CONTRACTOR to fully cooperate with such inspections. CONTRACTOR shall bear no responsibility for loss or damage to Deposits or containers housing Deposits, caused by Government Inspectors."

- h. A new Section 16 shall be added as follows: "**16. LIABILITY IN EVENT OF LOSS OF DEPOSITS.** *CONTRACTOR shall not be liable for any loss or destruction of, or damage to, Deposits, however caused, unless caused by CONTRACTOR's negligent acts or omissions. 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.*"