

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: “*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 or other materials and data provided to CONTRACTOR in the course of services), 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 within 48 hours 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. In the event of such an inspection, CONTRACTOR will notify County of the fact of inspection within 48 hours. CONTRACTOR shall bear no responsibility for loss or damage to Deposits or containers housing Deposits, caused by Government Inspectors.”

- h. Section 15.06 shall be amended by deleting the second (2nd) sentence in its entirety and adding the phrase “*Other than to an affiliate,*” at the beginning of the first (1st) sentence. Section 15.06 shall be further amended by adding “or assignment” to the last sentence as follows: “Notwithstanding any such subcontract *or assignment*, CONTRACTOR shall continue to be liable for performance of all requirements of this Agreement.”
- i. 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, material stored with CONTRACTOR (“Deposits”) or with respect to any non-storage services, however caused, unless caused by CONTRACTOR’s negligent acts or omissions. If liable, the amount of CONTRACTOR’s liability as follows: (i) with respect to Deposits, the cost of replacing the physical media; and (ii) with respect to non-storage services, six (6) months of fees paid by County for the particular service that gave rise to the claim. Deposits are not insured by Iron Mountain against loss or damage, however caused. 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.*”