

## AMENDMENT TO

## CUSTOMER AGREEMENT, dated November 1, 2003, between IRON MOUNTAIN INFORMATION MANAGEMENT, INC. ("Iron Mountain)

CUYAHOGA COUNTY ("Customer") (the "Agreement")

This amendment is hereby entered into between Iron Mountain and the Customer as of this 30th day of November 2010.

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Amendment shall be deemed to be the controlling terms and conditions.

The following terms and conditions are hereby amended:

1. The parties agree that section (1), "Term," of the Agreement (and any conflicting term in the applicable Schedule) shall be superseded by the following:

The parties shall agree to automatic month to month renewals not to exceed past October 31, 2011. The customer will be billed monthly in advance until October 31, 2011. After October 31, 2011 the parties shall agree to annual renewals in writing and this Agreement shall not be subject to automatic annual renewals. In the event, however, 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 the Customer's Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30)days' notice.

The Customer agrees to pay the monthly fee of \$1,297.80 plus a monthly administrative fee of \$62.80 totally an annual cost of \$16,327.20.

Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**Customer:** 

Iron Mountain Information Management, Inc.

By: Fitz Fitz Gerald

County Executive

Date:

Date: 10/26/10

Customer Account Number: 9388P