



SOW / POC

Iron Mountain Entertainment Services
1025 North Highland Ave
Hollywood, CA 90038
(323) 466-9287

Date: 9.17.19

CLIENT: MBARI

Nancy Jacobsen Stout / Kristine Walz
7700 Sandholdt Road
Moss Landing, CA 95039-9644
United States

Customer No.:

Customer Email: kwalz@mbari.org
Customer Phone: 831-775-1810

Project Name: Proof of Concept 20 Tape Assets

Authorized Customer: **Nancy Jacobsen Stout**

PO / Order #:

**Allan Schollnick; Kristine
Project Manager: Mayer; Grant Rammer, Art
Flores
Location: IMES**

Source: 10 - D5 HD Assets and 10 Digital Betacam Assets

Scope #1: Set up to Digitize to MBARI Spec for D5 HD and Digital Betacam

Scope #2: Final Formats to Digitize to for the test include: ProResHQ (Apple or ffmpeg) as our archival format and H.264 as our proxy video

Scope #3: Tapes and Files will be Formatted in 16 Minute Intervals - Telestreams will need to be set up to create new files every 16 minutes but each file should contain the contiguous Time Code from the previous file.

Scope #4: QC Will Include 3 Point File QC and Check Sum reports as well as Aurora QC analysis

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Master Preservation File @ Source Resolution: ProResHQ (QuickTime .mov) Proxy File @ Source Resolution: H.264 (MPEG .mp4) - This is a No Charge Proof of Concept.	Tapes	20		
16-minute timed file intervals, broken out into X parts per tape.			\$ -	\$ -
To deliver: ARC Log (.pdf) Image Scans (.pdf) Aurora QC report (.pdf) MD5 checksum manifest to be delivered on LTFS LTO-8 (# of copies to be determined)			\$ -	\$ -
Note: If these parameters are not met, or deviations in specs or volumes exceed the inventory listed in the Statement of Work, IMES will work closely with MBARI to ensure a pricing model is developed that both Companies can agree on which will cover the additional effort required.	SUBTOTAL:			\$ -
THIS IS NOT AN INVOICE - Estimate			TOTAL:	\$ -

THIS IS NOT AN INVOICE - Estimate

Please sign below and the
bottom of page 2:

X

9/18/19

Customer Signature

Date

Authorization/Signatures - Statement of Work

This Statement of Work ("SOW") is the Customer Agreement by and between **MBARI** and Iron Mountain Entertainment Services, Inc. ("Iron Mountain") (the "Agreement"). In the event of any inconsistency between this SOW and the Agreement, the Agreement shall prevail. The duly authorized representative of Customer has affixed his or her signature below with the effective date being the signature date. This SOW can be accepted by Customer for thirty (30) calendar days from the date shown above. Customer's acceptance shall be indicated by Customer's signature below. Iron Mountain cannot be held responsible for delays caused by Customer or for incorrect information provided by Customer.

This Statement of Work constitutes the complete description of the work to be performed. Project-specific pricing is contained in this document. Additional pricing for services to be provided by Iron Mountain is located in the Customer Information Center at cic.ironmountain.com. Please refer to this site for a Glossary with definitions of the terms used in this SOW. Any modification, deletion, or addition must be documented in a Change Order which may result in re-pricing the project. The Change Order must be signed by the duly authorized representatives of Customer and Iron Mountain.

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is \$1.00 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY: Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain's maximum liability with respect to services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. Other limitations on Iron Mountain's and/or Customer's liability are set forth on the following pages.

LIABILITY FOR LOSS OR DAMAGE TO DEPOSITS FOR STORAGE: IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence, gross negligence or willful misconduct. If liable due to IM's negligence, the amount of liability is limited as described above. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. If, at Customer's request, Deposits are placed in the custody of 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.

LIABILITY FOR NON-STORAGE SERVICES: With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default unless such loss or default is due to the negligence, gross negligence, or willful misconduct of IM. If liable due to IM's negligence, the amount of IM's liability is limited as provided above in Value of Deposits.

Customer	MBARI	
Customer Address	7700 Sandholdt Road, Moss Landing Ca 95039	
Authorized By (Customer)	X	<i>Nancy Jacoben Stout</i>
Printed Authorization	Nancy Jacoben Stout	
Title	Video Laboratory Manager	
Signing Date	X	9/18/19
Authorized By (Iron Mountain)	X	<i>Brian Towle</i>
Printed Authorization	Brian Towle	
Title	Director, Account Management and Sales, North America, Canada	
Signing Date	X	9/20/19

IN WITNESS WHEREOF, the parties have duly executed this SOW as of the date and year first written above.