

UNITED STATES BANKRUPTCY COURT      District of Delaware		PROOF OF CLAIM						
Name of Debtor: <b>Conexant Systems, Inc. et al.</b>	Case Number: <b>13-10367</b>							
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.								
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Iron Mountain Information Management, Inc.</b>								
Name and address where notices should be sent: <b>Iron Mountain Information Management, Inc., ATTN: Joseph Corrigan, Esquire. 745 Atlantic Avenue, 10th Floor Boston, Massachusetts 02111</b>		<b>COURT USE ONLY</b>  <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____						
Telephone number: <b>(617) 535-4744</b> email: <b>Joseph.Corrigan@IronMountain.com</b>								
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.  <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">MAY 17 2013</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>						
Telephone number: _____ email: _____								
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>6,753.68</u>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
<b>2. Basis for Claim:</b> <u>Services Performed</u> (See instruction #2) Debt incurred: <u>8/09- 2/13</u>								
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>.077440; .004270; .049993</u>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)						
<b>4. Secured Claim (See instruction #4)</b> Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>personal property in storage and any and all other stored property</u>  Value of Property: \$ <u>6,753.68</u>  Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)								
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).         </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).         </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).         </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).         </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).         </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).         </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> <b>Amount entitled to priority:</b>          \$ _____       </div>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).						
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*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjt								
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

Conexant Systems



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**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor.    ☐ I am the creditor's authorized agent.    ☐ I am the trustee, or the debtor,    ☐ I am a guarantor, surety, indorser, or other codebtor.  
(Attach copy of power of attorney, if any.)    or their authorized agent.    (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joseph Corrigan  
Title: Senior Litigation and Bankruptcy Specialist  
Company: Iron Mountain Information Management, Inc.  
Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

05/16/2013

(Date)

Telephone number: (617) 535-4744 email: Joseph.Corrigan@ironmountain.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

CONEXANT  
22153.077440

Transaction Date	Number	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
31-Dec-12	103833583	Invoice	489.34	\$ 4.89	489.34	\$ 494.23

TOTAL PRE-PETITION	\$	489.34	\$	4.89	\$	489.34	\$	494.23
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31-Mar-13	103925819	Invoice	\$ 536.82	\$ 5.37	\$ 536.82	\$ 542.19
30-Apr-13	103956380	Invoice	\$ 564.61	\$ -	\$ 564.61	\$ 564.61

TOTAL POST-PETITION	\$	1,101.43	\$	5.37	\$	1,101.43	\$	1,106.80
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TOTAL OPEN INVOICES	\$	1,590.77	\$	10.26	\$	1,590.77	\$	1,601.03
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**Schedule ML-1**

v. 06-03 B



To Agreement dated: \_\_\_\_\_  
 between Iron Mountain Off-Site Data Protection, a division of Iron Mountain Information Management, Inc.,  
 an Iron Mountain company, (the "Company") and  
 SigmaTel, Inc. (the "Customer"), (the "Agreement").

The Customer wishes to amend the Agreement to provide that its term, "Customer" shall also include the following designated locations of Customer ("Additional Designated Locations"):

**Additional Designated Location:**

Service Address: 201 Jones Rd. 3rd FL  
Waltham, MA 02451  
 Customer Contact: Justin Law  
 Customer Contact Phone #: (781) 370-8997  
 IMOSDP Service Branch: Boston - Burlington, MA

Effective Date for this Location: 01/01/07

Customer Branch Address, as complete for this location:  
 Account # for this location: \_\_\_\_\_  
 Oracle # for this location: 23133  
 Pricing Contract #: \_\_\_\_\_  
 Sales Rep. / AM in Charge: \_\_\_\_\_  
 Account # for master location: \_\_\_\_\_  
 Oracle # for master location: \_\_\_\_\_

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Qty	Unit Price	AMOUNT	Amount Due Only

**Additional Designated Location:**

Service Address: 10700 North Tustin Avenue  
Cost Mesa, CA 92626  
 Customer Contact: Justin Law  
 Customer Contact Phone #: (781) 370-8997  
 IMOSDP Service Branch: San Francisco & East Bay - Union City, CA

Effective Date for this Location: 01/01/07

Customer Branch Address, as complete for this location:  
 Account # for this location: \_\_\_\_\_  
 Oracle # for this location: 41431  
 Pricing Contract #: \_\_\_\_\_  
 Sales Rep. / AM in Charge: \_\_\_\_\_  
 Account # for master location: \_\_\_\_\_  
 Oracle # for master location: \_\_\_\_\_

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Qty	Unit Price	AMOUNT	Amount Due Only

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

Customer:	SigmaTel, Inc	IRON MOUNTAIN OFF-SITE DATA PROTECTION	
Individual Signing (Type or print first & last name)	Trish Ford	Individual Signing:	A. LEO BARBERA
Signature:	Trish Ford	Signature:	[Signature]
Title:	IT Director	Title:	MSD
Signing Date:	12/19/2006	Signing Date:	12-26-06



# IRON MOUNTAIN®

## CUSTOMER AGREEMENT

77442

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

FOR IRON MOUNTAIN PURPOSES ONLY

Account Number:

NAICS Code:

Branch/District Cost Ctr. No.:

Contract Effective Date:

CUSTOMER: <u>Sigmatal, Inc.</u>			BILLING ADDRESS (If Different):		
Street Address: <u>201 Jones Road 3rd Floor</u>			Street or Box No.: <u>1621 S Mopac Suite 1100</u>		
City: <u>Waltham</u>	State: <u>MA</u>	Zip+4: <u>02451</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip+4: <u>78746</u>
Primary Contact and Title: <u>Justin Law, Senior Systems Administrator</u>			Billing Contact: <u>Accounts Payable</u>		
Telephone: <u>781-770-8947</u>			Telephone: <u>512-381-3100</u>		
E-mail: <u>justin.law@sigmatel.com</u>			E-mail: <u>781-770-8947</u>		

Iron Mountain Information Management, Inc. ("Iron Mountain") will perform the services described on schedules annexed to this Agreement, either physically or by reference (such as a "Schedule"), and Customer will pay Iron Mountain for such services according to the rates and provisions in the Schedules. All services will be provided subject to the terms and conditions set forth herein and in any Schedule. In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be potentially be of interest to customers and similar information, Iron Mountain will, if an e-mail address is included above, add Customer to Iron Mountain's informational mailing list to receive newsletters and communications periodically through e-mail, electronic transmission or postal delivery. Upon Customer's receipt of the first such communication, in the event Customer elects not to receive subsequent newsletters and communications from Iron Mountain, Customer may "unsubscribe."

**VALUE OF DEPOSITS.** Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy 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 hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited 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") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to provide replacement of media for which liability is limited to replacement cost rather than payment of replacement cost. 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.

CUSTOMER: <u>Sigma Tel, Inc.</u>		IRON MOUNTAIN	
Individual Signing: (print name)	<u>Trish Ford</u>	Individual Signing: (print name)	<u>A. L. BARBERO</u>
Signature:	<u>Justin Ford</u>	Signature:	<u>[Signature]</u>
Title:	<u>I.T. Director</u>	Title:	<u>MSD</u>
Signing Date:	<u>12/19/2006</u>	Signing Date:	<u>12-26-06</u>

## STANDARD TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement.

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. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. 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 of Customer's 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 Schedules. Unless otherwise provided in a Schedule: (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' written notice. Transportation surcharges may be applied and changed monthly without notice in accordance with the fuel surcharge policy located at [www.ironmountain.com/fuelsurcharge](http://www.ironmountain.com/fuelsurcharge).
3. **Principal Records Services Provider.** The charges for the services set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary commercial provider of the services covered by each Schedule. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to the standard list rates and charges.
4. **Authorization; Customer Instructions.** Deposits may be delivered 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/pick-up volumes, 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 a Schedule(s) 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 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 such Deposits, caused by Government Inspectors.
8. **Confidentiality.** "Confidential Information" means any information contained in the Deposits and any information concerning or relating to the property, business and affairs of Customer that is furnished to Iron Mountain, except for information that was previously known to Iron Mountain free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by Iron Mountain 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 disclosed hereunder. Iron Mountain shall use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own confidential information, but in no case less than reasonable care.
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 hereof. 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 limitation of liability. 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 common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common 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 damages is limited as provided on the first page hereof.
11. **No Consequential Damages, etc.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or 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 direction. Except for those Deposits that Customer specifically identifies in writing as not containing consumer information (as defined in 16 CFR Section 682.1) or personal data, all other Customer Deposits will be destroyed by shredding, except for media that may be destroyed by pulverizing or incineration. Each such destruction shall be at the rates set forth in a Schedule.
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 that loss, damage or destruction to part or all of the Deposits has occurred.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 14, and unless such action is commenced either within one (1) year after: (i) the date of delivery or return of the Deposits by Iron Mountain; or (ii) the date Customer is notified that loss, damage or destruction to part or all of the Deposits has occurred.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to Customer. In the event notice of loss, damage or destruction is given by certified letter, 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. **Payment.** Payment terms are net, thirty (30) days. If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) suspend service, (b) redeliver Deposits to Customer or (c) terminate this Agreement. Customer 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 Customer is located, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorneys' fees and expenses. If Customer is consistently delinquent (defined as being late in the payment of any three [3] or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by Customer, Iron Mountain may securely dispose of Deposits upon ninety (90) days' notice to Customer. A final ten (10) day notice will be sent to Customer prior to securely disposing of the Deposits. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
18. **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 the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by Customer with Iron Mountain.
19. **Restrictions on Stored Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All Customer's premises where Iron Mountain's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.



20. **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 to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to maintain inventory information for record-keeping purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
21. **Performance of Services by Affiliates.** Certain lines of service may be performed by an affiliate of Iron Mountain. In such event, the affiliate will perform such service as a subcontractor to Iron Mountain. The subcontracting entity may invoice Customer directly, but Iron Mountain will remain liable for all services performed for Customer.
22. **Modifications to Add Customer Locations, Services.** In the event that Customer locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not change unless the parties so agree. Pricing adjustments for all Customer's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under Section 2, regardless of the dates when new locations or services are added. Any modification of Customer locations serviced or lines of services provided will be pursuant to an amendment of this Agreement or a Schedule.
23. **Purchase Orders.** In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
24. **Medical Records.** If the Deposits include medical records, unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be 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. If Customer is a "covered entity" under the Health Insurance Portability and Accountability Act, Customer shall enter into Iron Mountain's standard Business Associate Agreement with respect to Deposits containing personal health information.
25. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by either party (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of the other party, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.



November 30, 2012

Alex Lee  
CONEXANT  
201 Jones Road 3rd Fl  
Waltham, MA 02451

Dear Iron Mountain Customer,

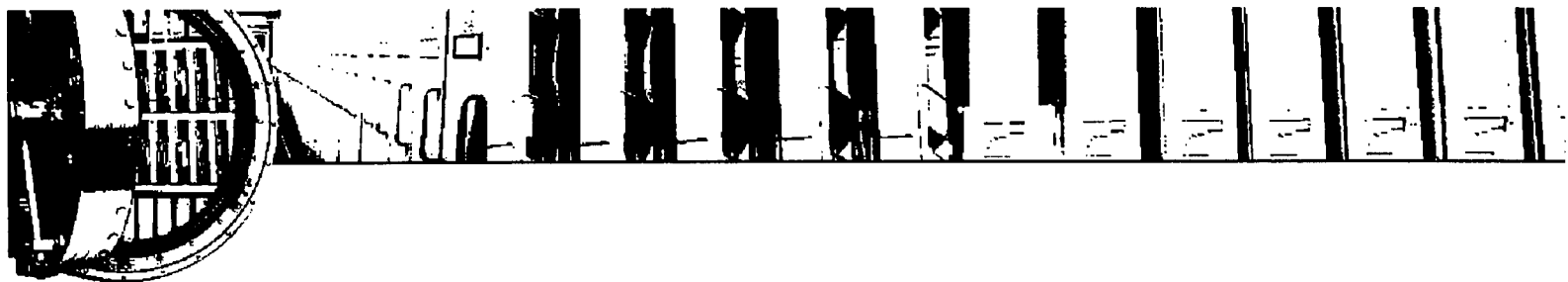
Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) which provides updated rates for Data Backup and Recovery storage and services, effective January 1, 2013.

If you would like more detailed information, please reference the Customer Information Center on our website at <http://cic.ironmountain.com/dataprotection>. The Customer Information Center is a helpful resource and contains storage and service descriptions, a glossary of terms, and billing protocols such as how we determine container billing - which may be greater than the physical container size. This site is frequently updated with additional information of interest to our customers, so please bookmark it for easy reference.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-888-365-IRON (4766).

Regards,

Leo Baribeau  
General Manager



## Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit [www.ironmountain.com](http://www.ironmountain.com) or follow the company on Twitter at [www.twitter.com/IronMountain](http://www.twitter.com/IronMountain) for more information.

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

#### INFORMATION GOVERNANCE AND DISCOVERY



#### Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

#### DATA BACKUP AND RECOVERY

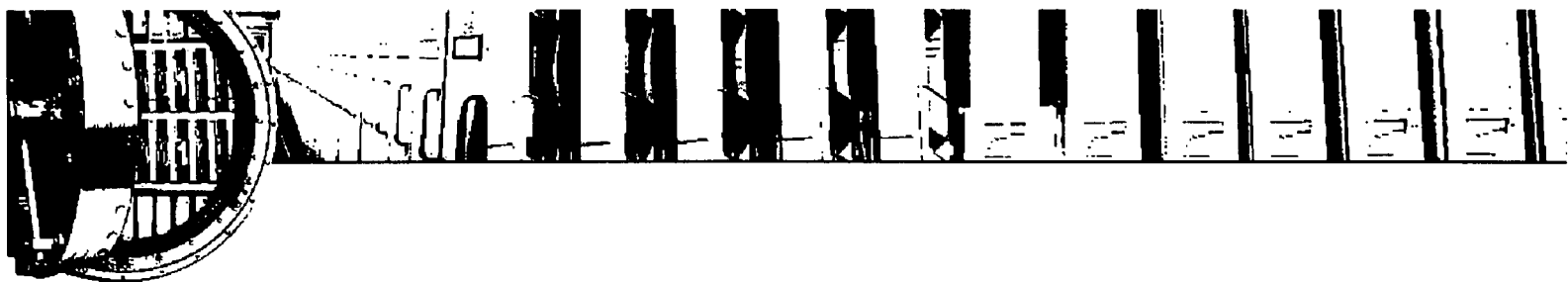


#### Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
  - Server Backup powered by Autonomy LiveVault
  - PC Backup powered by Autonomy LiveVault
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
  - Disaster Recovery Testing
  - Library Moves
  - Media Destruction

#### Document Process Efficiencies

- Document Management Solutions
- Business Process Management



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Data Protection and Recovery Services

SP-2013-E-11-30

This Pricing Schedule is incorporated into and made part of the Customer Agreement (the "Agreement") between Iron Mountain Information Management, LLC., ("Iron Mountain") and CONEXANT ("the Customer").

Please see our Customer Information Center at [cic.ironmountain.com](http://cic.ironmountain.com) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

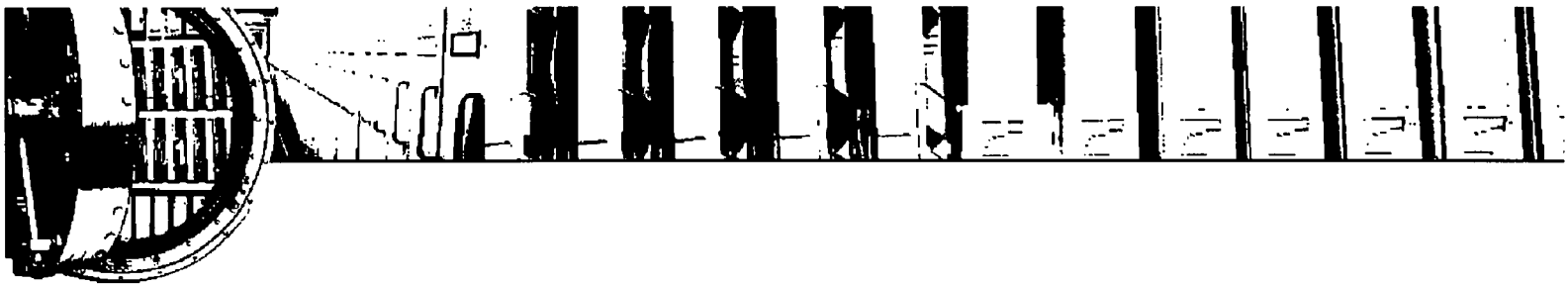
This Data Backup and Recovery Services Pricing Schedule supersedes and terminates any prior Data Backup and Recovery Services Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

#### CONEXANT

District Name/Number: Burlington / 22153 | Customer No. 077440

Effective Date: January 1, 2013

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



## Prices

### STANDARD SERVICES (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Service	\$55.30	Trip
■ Transport Container	\$7.49	Container
■ Media Handling (with electronic file)	\$0.70	Item
■ Media Handling (without electronic file)	\$0.92	Item
■ Closed Container/Cart Handling	\$3.41	Item
■ Transport Container Handling	\$3.41	Item

### STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.291	Slot
■ Closed Container (Compact)	\$11.36	Container
■ Closed Container (Small)	\$19.01	Container
■ Closed Container (Medium)	\$32.26	Container
■ Closed Container (Large)	\$46.08	Container

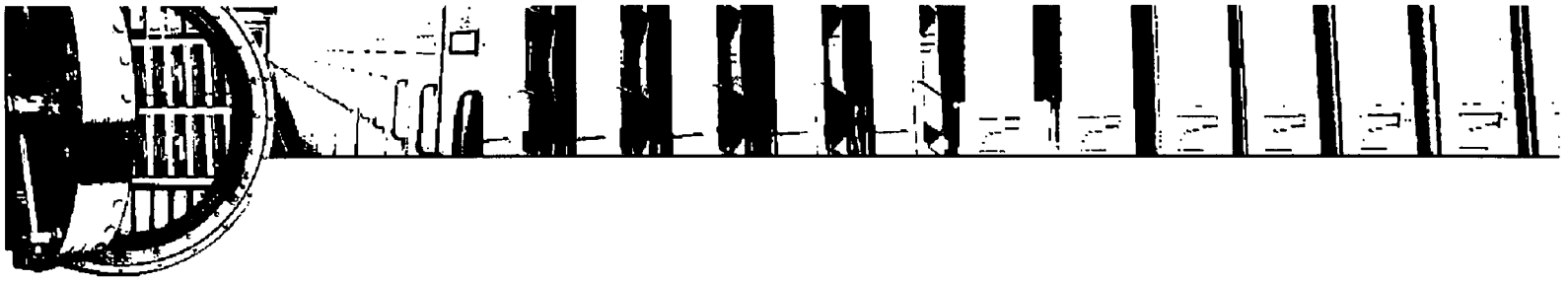
### PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Standard Special Transport (24 hours)	\$155.53	Trip / Sub-Acct
■ Critical Special Transport (3 hours)	\$198.15	Trip / Sub-Acct
■ Holiday Charge	\$97.93	Holiday
■ Container Locks	\$13.82	Lock
■ Security Clips	\$3.17	Clip

### OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Administrative Fee	\$25.12	Account Number
■ Fuel Surcharge	*	Trip

\*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 & SERVICES** (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Same Place/Same Floor Transport	\$11.52	Trip
■ Scheduled Same Building/Same Campus Transport	\$17.28	Trip
■ Slotted Media Storage – Round Reel	\$1.613	Slot
■ Slotted Media Storage – Oversized	\$1.613	Slot
■ Transport Rental Days	\$1.15	Day
■ Closed Container (Extra Large)	\$50.69	Container
■ Closed Container (Cabinet)	\$161.29	Container
■ Cart	\$172.81	Cart
■ Transport Cart	\$213.14	Cart
■ Custom Bar Code Labels	\$0.63	Label
■ Out of Service Territory Premium	\$1.45	Mile
■ Minimum Monthly Fee	\$308.76	Account Number

Use of third party carriers for Disaster Recovery Testing and Library Moves require the completion of the Third Party Transportation Authorization Form.

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

# Invoice



PAGE: 1

INVOICE NUMBER: 103833583

## BILL TO:

ALEX LEE  
CONEXANT  
201 JONES RD  
3RD FLOOR  
WALTHAM, MA 02451-1600

INVOICE DATE: 12/31/2012  
PAYMENT TERMS: 30 NET  
DUE DATE: 01/30/2013  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 077440 CONEXANT

Price Schedule REN SP2012-E

Ref 103833583

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Dec 2012:					
FUEL SURCHARGE	1	5.100	5.10	0.00	5.10
TRANSPORTATION - PER TRIP	1	53.170	53.17	0.00	53.17
ADMINISTRATIVE FEE	1	25.120	25.12	0.00	25.12
Vault TD					
HANDLING (DLT)	13	0.670	8.71	0.00	8.71
VAULTING (DLT)	280	1.241	347.48	0.00	347.48
Vault TRANS					
TRANSPORT - CARTRIDGE 3480 (CAP = 20)	4	7.200	28.80	0.00	28.80
TRANSPORT - UTILITY (MEDIUM / SMALL)	2	7.200	14.40	0.00	14.40
HANDLING-TRANSPORT	2	3.280	6.56	0.00	6.56
Site 22153.077440 Totals:			489.34	0.00	489.34
Invoice Totals:		\$	489.34	0.00	489.34

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Burlington (22153)

INVOICE NUMBER: 103833583  
INVOICE DATE: 12/31/2012

TOTAL AMOUNT DUE: \$ 489.34  
AMOUNT DUE BY: 01/30/2013

BILL TO NUMBER: 077440  
ALEX LEE  
CONEXANT  
201 JONES RD  
3RD FLOOR  
WALTHAM, MA 02451-1600

AMOUNT ENCLOSED: \$ \_\_\_\_\_

Iron Mountain  
PO BOX 27129  
NEW YORK, NY 10087-7129  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

**CONEXANT NB-ENG**  
**44114.004270**

Transaction Date	Number	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
30-Nov-12	103796609	Invoice	\$ 2,223.95	\$ 44.48	\$ 2,223.95	\$ 2,268.43
28-Feb-13	103889674	Invoice	\$ 2,554.60	\$ -	\$ 2,554.60	\$ 2,554.60

<b>TOTAL PRE-PETITION</b>	<b>\$ 4,778.55</b>	<b>\$ 44.48</b>	<b>\$ 4,778.55</b>	<b>\$ 4,823.03</b>
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31-Mar-13	103919405	Invoice	\$ 2,284.54	\$ 22.85	\$ 2,284.54	\$ 2,307.39
30-Apr-13	103950903	Invoice	\$ 2,279.21	\$ -	\$ 2,279.21	\$ 2,279.21

<b>TOTAL POST-PETITION</b>	<b>\$ 4,563.75</b>	<b>\$ 22.85</b>	<b>\$ 4,563.75</b>	<b>\$ 4,586.60</b>
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<b>TOTAL OPEN INVOICES</b>	<b>\$ 9,342.30</b>	<b>\$ 67.33</b>	<b>\$ 9,342.30</b>	<b>\$ 9,409.63</b>
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12/14/2004 14:06 9494834688

CONEXANT

PAGE 04/07



DEC 14 2004

## CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC. (check one):	
<input type="checkbox"/> Iron Mountain Records Management Division	<input checked="" type="checkbox"/> Iron Mountain Off-Site Data Protection Division
<input type="checkbox"/> Iron Mountain National Underground Storage Division	<input type="checkbox"/> Iron Mountain Secure Shredding Division
Address of Iron Mountain Branch/District Office:	
Mission Viejo Branch	
PO Box 1119	
Lake Forest, CA 92630	
Contract Effective Date:	December 1, 2004
Account Number: 4268	SIC Code:
Branch/District Cost Ctr. No.: 44114	

CUSTOMER:			BILLING ADDRESS (if different):		
Conexant Systems			Conexant Systems Inc.		
Street Address: 4311 Jacobson Rd			Street or Box No.: PO Box 7378		
City: Newport Beach	State: CA	Zip + 4: 92660	City: Newport Beach	State: CA	Zip + 4: 92660-7378
Primary Contact and Title:			BILLING Contact:		
Dolores Sylvester Strategic Sourcing Manager			Diana Katscher		
Telephone: 949-483-5644		Fax: 949-483-4688	Telephone: 949-483-8324		Fax:
e-mail: dolores.sylvester@conexant.com			e-mail: diana.katscher@conexant.com		

The Iron Mountain Information Management, Inc. Division checked above, as the contracting entity ("Iron Mountain"), will perform the services described on schedules appended to this Agreement either physically or by reference (such as "Schedule"), and Customer will pay Iron Mountain for such services according to the rates and provisions in the Schedules. All services will be provided subject to the terms and conditions set forth herein and in any Schedule.

**VALUE OF DEPOSITS.** Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy 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 GDS, container or other hard-copy storage unit, and (b) with respect to record reel tape, audio tape, video tape, film, data cartridges or data cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is limited 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 ("Deposit") is limited to the value of such Deposit as described above, or as otherwise set forth on the reverse side hereof. Iron Mountain reserves the right to provide replacement of media for which liability is limited to replacement cost rather than payment of replacement cost. 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 liability are set forth on the following pages.

CUSTOMER:		IRON MOUNTAIN	
Conexant Systems			
Individual Signatory:		Individual Signatory:	
(print name)		(print name)	ALEX. HENDRICKSON
Signature:	<i>Dolores Sylvester</i>	Signature:	<i>Alex Hendrickson</i>
Title:	Sourcing Mgr.	Title:	BRANCH MANAGER
Signing Date:	12-13-04	Signing Date:	12-17-04

**STANDARD TERMS AND CONDITIONS**

(Based on terms and conditions promulgated by Professional Records & Information Services Management, Inc.)

The following terms and conditions shall apply to this Agreement.

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. Unless otherwise provided in a Schedule, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. 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 of Customer's Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' notice.
2. **Charges.** Rates and charges shall be as specified in Schedules. Unless otherwise provided in a Schedule: (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.
3. **Principal Records Services Provider.** The charges for records management and storage set forth in the Schedules are predicated upon the expectation that Customer will utilize Iron Mountain as its primary commercial provider of records service and storage (for paper and/or magnetic media, as applicable) for Customer's locations identified on the Schedules, including accretion in records, during the term of this Agreement. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to the standard list rates and charges then applicable to the services provided by Iron Mountain to Customer.
4. **Authorization; Customer Instructions.** Deposits may be delivered 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/pick-up volumes, 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.** Iron Mountain shall not 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 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 reasonable charges for such compliance. Iron Mountain will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
8. **Confidentiality.** "Confidential Information" means any information concerning or relating to the property, business and affairs of Customer that is furnished to Iron Mountain, except for information that was previously known to Iron Mountain free of any obligation to keep it confidential, is subsequently made public by Customer or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be held in confidence by Iron Mountain and shall be used only in the manner contemplated by this Agreement. Iron Mountain shall use the same degree of care to safeguard Confidential Information as it utilizes to safeguard its own 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 damages is limited as provided on the first page hereof. 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 limitation of

liability. 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 common carrier for transportation, the common carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the common carrier.

10. **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.
11. **Liability with Respect to Non-Storage Services.** With respect to services not related to storage of Deposits including but not limited to Secure Shredding services, Iron Mountain's maximum liability for any loss or default shall be: (i) if such loss or default relates to a discrete project, the total fees paid by Customer to Iron Mountain for such project; or (ii) if such loss or default arises from services that are of an ongoing and continuing nature, the total amount of fees paid by Customer to Iron Mountain for the performance of such services during the immediately preceding six-month period. With respect to Secure Shredding services, Iron Mountain shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure shredding unless the release or loss is due to Iron Mountain's negligence or willful misconduct.
12. **No Consequential Damages, etc.** In no event shall Iron Mountain be liable for any consequential, incidental, special or punitive damages, regardless of whether an action is brought in tort, contract or any other theory.
13. **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 that loss, damage or destruction to part or all of the Deposits has occurred.
14. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written claim has been given as provided in Section 13, and unless such action is commenced either within one (1) year after: (i) the date of delivery or return of the Deposits by Iron Mountain; or (ii) the date Customer is notified that loss, damage or destruction to part or all of the Deposits has occurred.
15. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a certified letter (return receipt requested) to Customer. In the event notice of loss, damage or destruction is given by certified letter, 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.
16. **Payment.** Payment terms are net, thirty (30) days. If Customer fails to pay Iron Mountain's charges (other than disputed charges) within forty-five (45) days after the date of an invoice, Iron Mountain may, at its option: (a) refuse access to Deposits, (b) suspend service, (c) redeliver Deposits to Customer or (d) terminate this Agreement. Customer shall be liable for late charges at the rate of fifteen percent (15%) per annum, compounded monthly, on unpaid balances and all expenses incurred in collection, including reasonable attorneys' fees. If Customer is consistently delinquent (defined as being late in the payment of any three (3) or more undisputed invoices in a 12-month period) and/or upon the expiration or termination of this Agreement, Iron Mountain may require payment by certified check prior to performance of services, including delivery of Deposits. Upon default by Customer, Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or anyone claiming by or through Customer.
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 the terms of this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits stored by Customer with Iron Mountain.
18. **Restrictions on Stored Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All Customer's

premises where Iron Mountain's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other 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 (as set forth in a Schedule), 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 to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to maintain inventory information for record-keeping purposes.
20. **Modifications to Add Customer Locations, Services.** In the event that Customer locations or lines of service are added to or deleted from this Agreement, the term of this Agreement shall not change unless the parties so agree. Pricing adjustments for all Customer's locations and/or services under this Agreement may be made on dates pricing adjustments are permitted under Section 2, regardless of the dates when new locations or services are added. Any modification of Customer locations serviced or lines of services provided will be effected by an amendment of this Agreement or a Schedule.
21. **Performance of Services by Other Divisions.** Certain lines of service may be performed by another Division of Iron Mountain Information Management, Inc. other than the Division identified at the head of this Agreement. In such event, such Division will perform such service as a subcontractor to Iron Mountain. The subcontracting entity may invoice Customer directly, but Iron Mountain will remain liable for all services performed for Customer.
22. **Miscellaneous.** This Agreement binds the successors and assigns of the respective parties and cannot be changed orally. This Agreement may not be assigned by the Customer (other than to an affiliate which shall assume the obligations of its assignor by written instrument) without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to Iron Mountain shall be sent to the attention of its General Manager at such address. Iron Mountain shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the Deposits are stored. In the event of inconsistency between these printed Terms and Conditions and the terms of a Schedule, the Schedule shall prevail.

**Schedule ML-1**

V. 02.04



To Agreement dated: December 1, 2004  
 between Iron Mountain Off-Site Data Protection, a division of Iron Mountain Information Management, Inc.,  
 an Iron Mountain company, (the "Company") and  
Conexant Systems (Globespan/Virata), (the "Customer"), (the "Agreement").

The Customer wishes to amend the Agreement to provide that the term, "Customer" shall also include the following designated locations of Customer ("Additional Designated Locations"):

<b>Additional Designated Location:</b>	<b>Palm Bay 49993</b>	<b>Effective Date for this Location:</b>	<b>12/01/04</b>
Service Address :	2401 Palm Bay Rd NE Palm Bay, FL 32905-3378	<u>Selling Branch Admin. to complete for this location:</u>	
Customer Contact:	John Blasik	Account # for this location:	49993
Customer Contact Phone # :	321-327-6411	Oracle # for this location:	55222
IMOSDP Service Branch :	Orlando - Orlando, FL	Pricing Contract #:	4268
		<u>Sales Rep. / AM to Complete:</u>	
		Account # for master location:	4268
		Oracle # for master location:	44114

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

<b>Additional Designated Location:</b>	<b>Mission Viejo 27487</b>	<b>Effective Date for this Location:</b>	<b>12/01/04</b>
Service Address :	5171 California Ave Ste 200 Irvine, CA 92612	<u>Selling Branch Admin. to complete for this location:</u>	
Customer Contact:	Donna Hayes	Account # for this location:	27487
Customer Contact Phone # :	949-483-4650	Oracle # for this location:	44114
IMOSDP Service Branch :	Orange County - Foothill Ranch, CA	Pricing Contract #:	4268
		<u>Sales Rep. / AM to Complete:</u>	
		Account # for master location:	4268
		Oracle # for master location:	44114

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

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

<b>Customer:</b>		<b>IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>	
Individual Signing: (type or print first & last name)	<i>Donna Hayes</i>	Individual Signing:	<i>Alex Hendrickson</i>
Signature:	<i>Donna Hayes</i>	Signature:	<i>Alex Hendrickson</i>
Title:	<i>Strategic Business Rep</i>	Title:	<i>BRANCH MANAGER</i>
Signing Date:	<i>12-19-04</i>	Signing Date:	<i>12-7-04</i>



November 30, 2012

Edward Thiers  
CONEXANT NB-ENG  
4000 MacArthur Blvd West Tower  
NEWPORT BEACH, CA 92660

Dear Iron Mountain Customer:

Thank you for continuing to trust Iron Mountain with your information management needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A) for Offsite Tape Vaulting storage and services, effective January 1, 2013.

Based on the business you have entrusted with us, we are extending a discount of 70% off our list prices for Storage and a discount of 14% off our list prices for Services, as further described in the enclosed Schedule A. Please note that this discount does not apply to Premium or Custom Storage and Services Fees. The enclosed Schedule A identifies our current list prices for commonly used storage and services as well as the effective price after application of your discount.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-888-365-IRON (4766).

Sincerely,

Cesar Salomon  
General Manager

Enclosures



## Iron Mountain Overview

Iron Mountain Incorporated (NYSE: IRM) provides information management services that help organizations lower the costs, risks and inefficiencies of managing their physical and digital data. The company's solutions enable customers to protect and better use their information — regardless of its format, location or lifecycle stage — so they can optimize their business and ensure proper recovery, compliance and discovery. Founded in 1951, Iron Mountain manages billions of information assets, including business records, electronic files, medical data, emails and more for organizations around the world. Visit [www.ironmountain.com](http://www.ironmountain.com) or follow the company on Twitter at [www.twitter.com/IronMountain](https://twitter.com/IronMountain) for more information.

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.

#### INFORMATION GOVERNANCE AND DISCOVERY



#### Information Governance and Discovery

- Records Management
- Secure Shredding
- Federal Records Storage
- Compliant Records Management
- Compliant Information Destruction
- Health Information Services
- Medical Image Archiving
- Film and Sound Archives
- Fulfillment Services
- Energy Data Services

#### DATA BACKUP AND RECOVERY

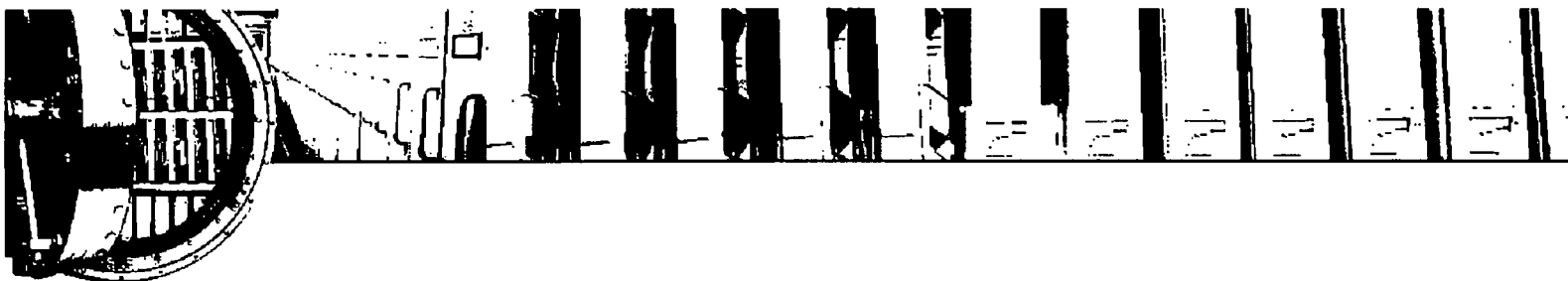


#### Data Backup and Recovery

- Offsite Tape Vaulting Services
- Online Vaulting Services, including:
  - Server Backup powered by Autonomy LiveVault
  - PC Backup powered by Autonomy LiveVault
- Data Restoration Services
- Consulting Services
- Value Added Services, including:
  - Disaster Recovery Testing
  - Library Moves
  - Media Destruction

#### Document Process Efficiencies

- Document Management Solutions
- Business Process Management



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Offsite Tape Vaulting

This Offsite Tape Vaulting Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, LLC., (the "Company" or "Iron Mountain") and CONEXANT NB-ENG, (the "Customer").

This Pricing Schedule establishes a discount off Iron Mountain's current list prices for the Customer, based on the level of business that the Customer has committed to Iron Mountain. The Customer's Effective Price is determined by applying the discount given to the Customer against the list price for each storage or service charge.

The Discount Rate applies to Standard Storage and Services only and does not apply to Premium Storage and Services, Custom Storage and Services, Other Program Fees, or other fees not explicitly identified within this document.

Please see our Customer Information Center at [cic.ironmountain.com/dataprotection](http://cic.ironmountain.com/dataprotection) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Offsite Tape Vaulting Pricing Schedule supersedes and terminates any prior Offsite Tape Vaulting Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All Offsite Tape Vaulting services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### CONEXANT NB-ENG

District Name/Number: Mission Viejo / 44114 | 004270

Effective Date: January 1, 2013

Service Discount Rate: 14%

Storage Discount Rate: 70%

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.





## List Prices (as of January 1, 2013)

### 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/Month)	\$62.98	14%	\$54.163	Trip
■ Scheduled Service – Weekly (3-10 Trips/Month)	\$51.74	14%	\$44.496	Trip
■ Scheduled Service – Daily (11+ Trips/Month)	\$43.87	14%	\$37.728	Trip
■ Transport Container	\$11.25	14%	\$9.675	Container
■ Media Handling (Minimum: \$22.50/Month)	\$0.68	14%	\$0.585	Item
■ Closed Container Handling	\$3.32	14%	\$2.855	Item
■ Transport Container Handling	\$3.32	14%	\$2.855	Item

### STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Slotted Media	\$1.000	70%	\$0.300	Slot
■ Closed Container (Compact)	\$11.25	70%	\$3.375	Container
■ Closed Container (Small)	\$19.02	70%	\$5.706	Container
■ Closed Container (Medium)	\$32.03	70%	\$9.609	Container
■ Closed Container (Large)	\$46.05	70%	\$13.815	Container

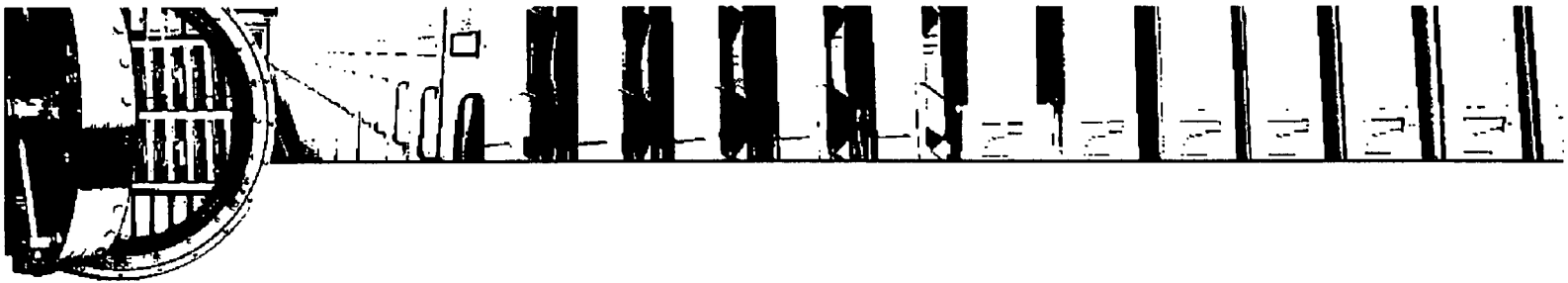
### PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Standard Special Transport (24 hours)	\$151.84	Trip / Sub-Account
■ Critical Special Transport (3 hours)	\$193.45	Trip / Sub-Account
■ Holiday Charge	\$112.48	Holiday
■ Container Locks	\$13.49	Lock
■ Security Clips	\$3.09	Clip

### OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Administrative Fee	\$25.12	Account Number
■ Fuel Surcharge	*	Trip

\*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 & SERVICES** (see <http://cic.ironmountain.com/dataprotection/> for service definitions)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Transport Rental Days	\$1.19	Day
■ Closed Container (Cabinet)	\$142.88	Container

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

# Invoice



PAGE: 1

INVOICE NUMBER: 103796609

## BILL TO:

ATTN: ACCOUNTS PAYABLE  
CONEXANT NB-ENG  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 11/30/2012  
PAYMENT TERMS: 30 NET  
DUE DATE: 12/30/2012  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 004270 CONEXANT NB-ENG

Price Schedule 0LIST-2012

PO NF08890060

Ref 103796609

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Nov 2012:					
FUEL SURCHARGE	1	16.590	16.59	0.00	16.59
TRANSPORTATION - PER TRIP	4	43.198	172.79	0.00	172.79
TRANSPORT RENTAL DAYS	45	1.130	50.85	3.94	54.79
ADMINISTRATIVE FEE	1	25.120	25.12	0.00	25.12
Vault ACT1					
VAULTING(DLT)	2500	0.282	705.00	0.00	705.00
Vault ACT2					
VAULTING(LTO)	2720	0.282	767.04	0.00	767.04
HANDLING(LTO)	447	0.568	253.90	0.00	253.90
Vault CONT1					
CONTAINER - CARTRIDGE 3480 (CAP = 40)	4	9.019	36.08	0.00	36.08
CONTAINER - PLASTIC (LARGE)	8	12.966	103.73	0.00	103.73
CONTAINER - UTILITY (SMALL / X-SMALL)	1	5.356	5.36	0.00	5.36
Vault TRAN1					
HANDLING-TRANSPORT	11	2.769	30.46	0.00	30.46
TRANSPORT - DLT (CAPACITY = 20)	2	9.391	18.78	0.00	18.78
HANDLING-TRANSPORT	9	2.769	24.92	0.00	24.92
TRANSPORT - DOCUMENT	1	9.391	9.39	0.00	9.39

Site 44114.004270 Totals: 2,220.01 3.94 2,223.95

Invoice Totals: \$ 2,220.01 3.94 2,223.95

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# Invoice



PAGE: 2

INVOICE NUMBER: 103796609

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Mission Viejo (44114)

INVOICE NUMBER: 103796609  
INVOICE DATE: 11/30/2012

TOTAL AMOUNT DUE: \$ 2,223.95  
AMOUNT DUE BY: 12/30/2012

BILL TO NUMBER: 082943

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT NB-ENG  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

# Invoice



PAGE: 1

INVOICE NUMBER: 103889674

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
CONEXANT NB-ENG  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 02/28/2013  
PAYMENT TERMS: 30 NET  
DUE DATE: 03/30/2013  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 004270 CONEXANT NB-ENG

Price Schedule 0LIST-2013

PO NF08890060

Ref 103889674

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Feb 2013:					
FUEL SURCHARGE	1	33.430	33.43	0.00	33.43
FEB 09, 2013 REQ #: 1251680 BY: THIERS,	1	193.450	193.45	0.00	193.45
ADMINISTRATIVE FEE	1	25.120	25.12	0.00	25.12
TRANSPORTATION - PER TRIP	4	44.496	177.98	0.00	177.98
TRANSPORT RENTAL DAYS	49	1.190	58.31	4.66	62.97
Vault ACT1					
VAULTING (DLT)	2500	0.300	750.00	0.00	750.00
Vault ACT2					
HANDLING (LTO)	420	0.585	245.70	0.00	245.70
VAULTING (LTO)	2760	0.300	828.00	0.00	828.00
Vault CONT1					
CONTAINER - CARTRIDGE 3480 (CAP = 40)	4	9.609	38.44	0.00	38.44
CONTAINER - PLASTIC (LARGE)	8	13.815	110.52	0.00	110.52
CONTAINER - UTILITY (SMALL / X-SMALL)	1	5.706	5.71	0.00	5.71
Vault TRAN1					
HANDLING-TRANSPORT	7	2.855	19.99	0.00	19.99
HANDLING-TRANSPORT	12	2.855	34.26	0.00	34.26
TRANSPORT - DOCUMENT	1	9.675	9.68	0.00	9.68
TRANSPORT - DLT (CAPACITY = 20)	2	9.675	19.35	0.00	19.35

Site 44114.004270 Totals: 2,549.94 4.66 2,554.60

Invoice Totals: \$ 2,549.94 4.66 2,554.60

\*\*\*\*\*

# Invoice



PAGE: 2

INVOICE NUMBER: 103889674

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Mission Viejo (44114)

INVOICE NUMBER: 103889674  
INVOICE DATE: 02/28/2013

TOTAL AMOUNT DUE: \$ 2,554.60  
AMOUNT DUE BY: 03/30/2013

BILL TO NUMBER: 082943

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT NB-ENG  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

**CONEXANT SYSTEMS**  
**55222.049993**

Transaction Date	Number	Class	Original	Interest Accrued	Invoice Balance	Total Balance Due
31-Aug-09	102455491	Invoice	\$ 299.80	\$ 35.94	\$ 70.12	\$ 106.06
30-Sep-09	102491552	Invoice	\$ 299.80	\$ 149.90	\$ 299.80	\$ 449.70
30-Nov-09	102565155	Invoice	\$ 299.80	\$ 142.41	\$ 299.80	\$ 442.21
31-Dec-09	102601144	Invoice	\$ 299.80	\$ 138.66	\$ 299.80	\$ 438.46

<b>TOTAL PRE-PETITION</b>	<b>\$</b>	<b>1,199.20</b>	<b>\$</b>	<b>466.90</b>	<b>\$</b>	<b>969.52</b>	<b>\$</b>	<b>1,436.42</b>
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<b>TOTAL POST-PETITION</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
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<b>TOTAL OPEN INVOICES</b>	<b>\$</b>	<b>1,199.20</b>	<b>\$</b>	<b>466.90</b>	<b>\$</b>	<b>969.52</b>	<b>\$</b>	<b>1,436.42</b>
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# Schedule ML-1

V. 02.04



To Agreement dated: December 1, 2004  
between Iron Mountain Off-Site Data Protection, a division of Iron Mountain Information Management, Inc.,  
an Iron Mountain company, (the "Company") and  
Conexant Systems (Globespan/Virata), (the "Customer"), (the "Agreement").

The Customer wishes to amend the Agreement to provide that the term, "Customer" shall also include the following designated locations of Customer ("Additional Designated Locations"):

**Additional Designated Location:** Palm Bay 49993  
Service Address: 2401 Palm Bay Rd NE  
Palm Bay, FL 32905-3378  
Customer Contact: John Blasik  
Customer Contact Phone #: 321-327-6411  
IMOSDP Service Branch: Orlando - Orlando, FL

**Effective Date for this Location:** 12/01/04

Selling Branch Admin. to complete for this location:

Account # for this location: 49993

Oracle # for this location: 55222

Pricing Contract #: 4268

Sales Rep. / AM to Complete:

Account # for master location: 4268

Oracle # for master location: 44114

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

**Additional Designated Location:** Mission Viejo 27487  
Service Address: 5171 California Ave Ste 200  
Irvine, CA 92612  
Customer Contact: Donna Hayes  
Customer Contact Phone #: 949-483-4650  
IMOSDP Service Branch: Orange County - Foothill Ranch, CA

**Effective Date for this Location:** 12/01/04

Selling Branch Admin. to complete for this location:

Account # for this location: 27487

Oracle # for this location: 44114

Pricing Contract #: 4268

Sales Rep. / AM to Complete:

Account # for master location: 4268

Oracle # for master location: 44114

The following additional or amended unit pricing is applicable to the designated location listed above:

Description:	Per	Unit Price	Add/Amend	Admin. Use Only

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

Customer:		IRON MOUNTAIN OFF-SITE DATA PROTECTION	
Individual Signing: (type or print first & last name)	Daphne Schuster	Individual Signing:	ALEX HEYDRICKSON
Signature:		Signature:	
Title:	Strategic Sourcing Mgr	Title:	BRANCH MANAGER
Signing Date:	12-19-04	Signing Date:	12-7-04





May 28, 2010

Deepak Upadhyay  
CONEXANT SYSTEMS  
1450 S. Babcock Street  
Melbourne, FL 32901

Dear Iron Mountain Customer:

Thank you for continuing to trust Iron Mountain with your data protection and storage needs. Enclosed please find your new Iron Mountain Pricing Schedule (Schedule A), for Offsite Tape Vaulting storage and services, effective July 1, 2010.

In response to feedback that we have received from many of our customers, we are pleased to introduce standard list prices for your Offsite Tape Vaulting needs. Standard list prices will provide improved clarity for services pricing and simplify your invoice.

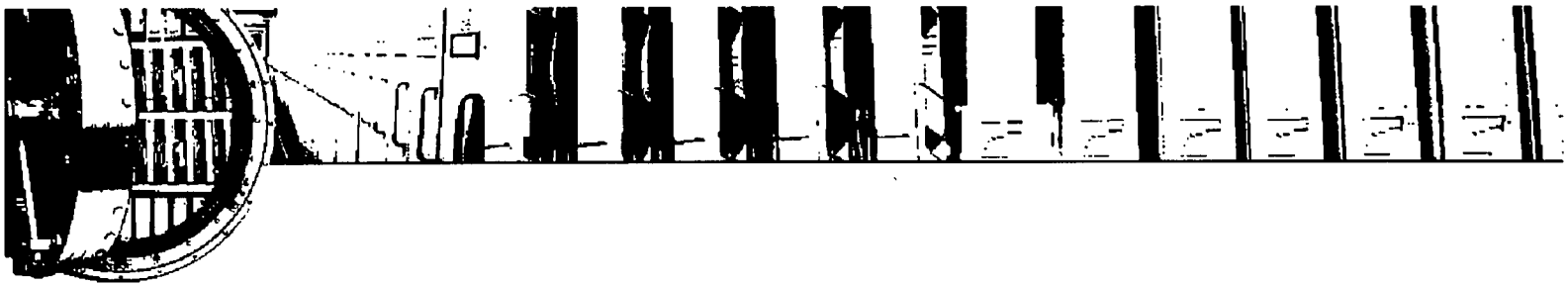
Based on the business you have entrusted with us, we are extending a discount of 72% off of our list prices for Storage and a discount of 14% off our list prices for Services, as further described in the enclosed Schedule A. Please note that this discount does not apply to Premium or Custom Storage and Services Fees. The enclosed Schedule A identifies our current list prices for commonly used storage and services as well as the effective price after application of your discount.

We thank you for the business you entrust with us. If you have any questions or require additional information, please contact us at 1-888-365-IRON (4766).

Sincerely,

Brian Booth  
General Manager

Enclosures

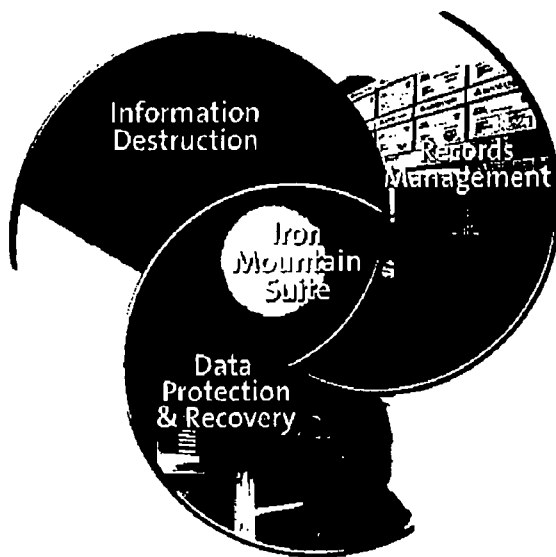


## Iron Mountain Overview

Iron Mountain Incorporated (NYSE:IRM) helps organizations around the world reduce the costs and risks associated with information protection and storage. We offer comprehensive records management and data protection solutions, along with the expertise and experience to address complex information challenges such as rising storage costs, litigation, regulatory compliance and disaster recovery. Founded in 1951, Iron Mountain is a trusted partner to more than 140,000 corporate clients throughout North America, Europe, Latin America and Asia Pacific. For more information, please visit our Web site at [www.ironmountain.com](http://www.ironmountain.com).

### Solution Categories

Iron Mountain offers a comprehensive array of information management solutions that help companies reduce costs, risks and inefficiencies associated with managing their paper and digital data.



#### Records Management Services

- Records Management
- Accutrac® Software
- Digital Archive
- Iron Mountain Discovery Service (Stratify®)
- Domain Name Management
- Compliant Records Management Programs
- Records Management Consulting
- ActivFile™, Imaging and Hosted Archiving Solutions
- Fulfillment Services
- Health Information Management Services
- Film and Sound Archive
- Energy Data Services

#### Information Destruction

- Secure Shredding
- Compliant Shredding Programs

#### Data Protection and Recovery Services

- Offsite Tape Vaulting
- Server Data Protection
- PC and Mac Data Protection
- Technology Escrow
- E-mail Continuity
- Disaster Recovery Support Services



# Renewal Schedule A:

## PROGRAM PRICING SCHEDULE

### Offsite Tape Vaulting

This Offsite Tape Vaulting Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and CONEXANT SYSTEMS, (the "Customer").

This Pricing Schedule establishes a discount off Iron Mountain's current list prices for the Customer, based on the level of business that the Customer has committed to Iron Mountain. The Customer's Effective Price is determined by applying the discount given to the Customer against the list price for each storage or service charge. The Discount Rate and List Prices specified within this Pricing Schedule are fixed for a 12 month period starting from the date of this Offsite Tape Vaulting Pricing Schedule.

The Discount Rate applies to Standard Storage and Services only and does not apply to Premium Storage and Services, Custom Storage and Services, Other Program Fees, or other fees not explicitly identified within this document.

Please see our Customer Information Center at [cic.ironmountain.com/dataprotection](http://cic.ironmountain.com/dataprotection) for a Glossary with definitions of the terms used in this Pricing Schedule and more detail regarding our services, standard processes, and billing practices. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

This Offsite Tape Vaulting Pricing Schedule supersedes and terminates any prior Offsite Tape Vaulting Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below. All Offsite Tape Vaulting services not specifically listed on this Schedule A will be charged at Iron Mountain's then current rates.

#### CONEXANT SYSTEMS

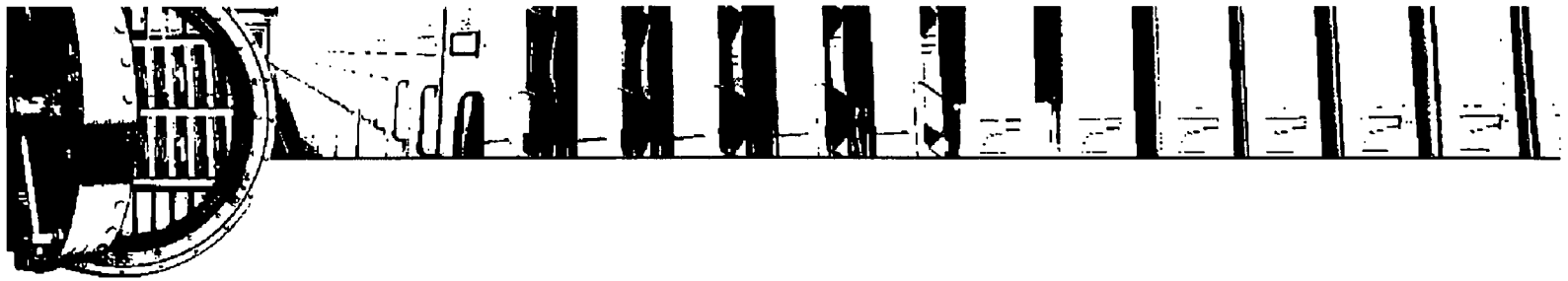
District Name/Number: ORLANDO - DP / 55222 | 049993

Effective Date: July 1, 2010

Service Discount Rate: 14%

Storage Discount Rate: 72%

Sub Account Locations — See Affiliate ML-1 for additional designated locations to be serviced.



## List Prices (as of July 1, 2010)

### STANDARD SERVICES (see <http://cic.ironmountain.com/dataprotection/glossary> for service definition)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Scheduled Service – Monthly (1-2 Trips/Month)	\$56.00	14%	\$48.160	Trip
■ Scheduled Service – Weekly (3-10 Trips/Month)	\$46.00	14%	\$39.560	Trip
■ Scheduled Service – Daily (11+ Trips/Month)	\$39.00	14%	\$33.540	Trip
■ Transport Container	\$10.00	14%	\$8.600	Container
■ Media Handling (Minimum: \$20.00/Month)	\$0.61	14%	\$0.525	Item
■ Closed Container Handling	\$2.95	14%	\$2.537	Item
■ Transport Container Handling	\$2.95	14%	\$2.537	Item

### STANDARD STORAGE (see <http://cic.ironmountain.com/dataprotection/glossary> for service definition)

DESCRIPTION	CURRENT LIST PRICE	DISCOUNT %	EFFECTIVE PRICE	PER
■ Slotted Media	\$0.89	72%	\$0.249	Slot
■ Closed Container (Compact)	\$10.00	72%	\$2.800	Container
■ Closed Container (Small)	\$16.91	72%	\$4.735	Container
■ Closed Container (Medium)	\$28.48	72%	\$7.974	Container
■ Closed Container (Large)	\$40.94	72%	\$11.463	Container

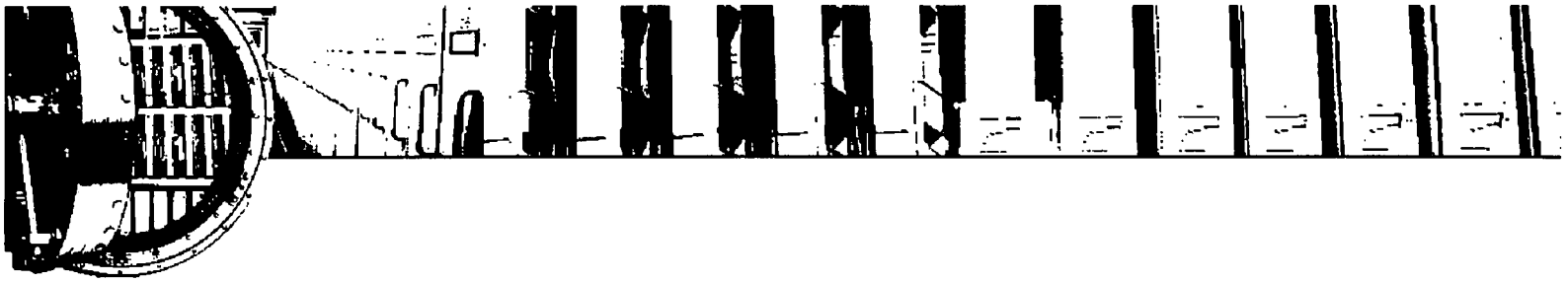
### PREMIUM STORAGE & SERVICES (see <http://cic.ironmountain.com/dataprotection/> for service definition)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Standard Special Transport (24 hours)	\$135.00	Trip / Sub-Account
■ Critical Special Transport (3 hours)	\$172.00	Trip / Sub-Account
■ Holiday Charge	\$100.00	Holiday
■ Container Locks	\$12.00	Lock
■ Security Clips	\$2.75	Clip

### OTHER PROGRAM FEES (see <http://cic.ironmountain.com/dataprotection/> for service definition)

DESCRIPTION	CURRENT LIST PRICE	PER
■ Administrative Fee	\$25.12	Account Number
■ Fuel Surcharge	*	Trip

\*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 & SERVICES** (see <http://cic.ironmountain.com/dataprotection/> for service definition)

DESCRIPTION	EFFECTIVE PRICE	PER
■ Scheduled Same Building/Same Campus Transport	\$16.377	Trip
■ Slotted Media Storage – Round Reel	\$0.515	Slot
■ Transport Rental Days	\$1.143	Day
■ Closed Container (Cabinet)	\$123.600	Container
■ Custom Bar Code Labels	\$0.288	Label

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

# Invoice



PAGE: 1

INVOICE NUMBER: 102455491

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 08/31/2009  
PAYMENT TERMS: 30 NET  
DUE DATE: 09/30/2009  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 049993 CONEXANT SYSTEMS	Price Schedule 41-4268	PO NF58661271	Ref 102455491		
<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Aug 2009:					
ADMINISTRATIVE FEE	1	26.500	26.50	0.00	26.50
Vault DLT					
VAULTING(DLT)	860	0.210	180.60	0.00	180.60
Vault DVD					
VAULTING(DVD)	60	0.210	12.60	0.00	12.60
Vault TRAN1					
TRANSPORT - IRON MOUNTAIN MULTI MEDIA	9	8.900	80.10	0.00	80.10
Site 55222.049993 Totals:			299.80	0.00	299.80
Invoice Totals:			\$ 299.80	0.00	299.80

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Orlando (55222)

INVOICE NUMBER: 102455491  
INVOICE DATE: 08/31/2009

TOTAL AMOUNT DUE: \$ 299.80  
AMOUNT DUE BY: 09/30/2009

BILL TO NUMBER: 082944

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

# Invoice



PAGE: 1

INVOICE NUMBER: 102491552

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 09/30/2009  
PAYMENT TERMS: 30 NET  
DUE DATE: 10/30/2009  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 049993 CONEXANT SYSTEMS		Price Schedule 41-4268		PO NF58661271		Ref 102491552	
<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>		
For Sep 2009:							
ADMINISTRATIVE FEE	1	26.500	26.50	0.00	26.50		
Vault DLT							
VAULTING(DLT)	860	0.210	180.60	0.00	180.60		
Vault DVD							
VAULTING(DVD)	60	0.210	12.60	0.00	12.60		
Vault TRAN1							
TRANSPORT - IRON MOUNTAIN MULTI MEDIA	9	8.900	80.10	0.00	80.10		
	Site 55222.049993 Totals:		299.80	0.00	299.80		
	Invoice Totals:	\$	299.80	0.00	299.80		

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Orlando (55222)

INVOICE NUMBER: 102491552  
INVOICE DATE: 09/30/2009

TOTAL AMOUNT DUE: \$ 299.80  
AMOUNT DUE BY: 10/30/2009

BILL TO NUMBER: 082944

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

# Invoice



PAGE: 1

INVOICE NUMBER: 102565155

## BILL TO:

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 11/30/2009  
PAYMENT TERMS: 30 NET  
DUE DATE: 12/30/2009  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 049993 CONEXANT SYSTEMS		Price Schedule 41-4268		PO NF58661271		Ref 102565155	
<u>Item Description</u>		<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>	
For Nov 2009:							
ADMINISTRATIVE FEE		1	26.500	26.50	0.00	26.50	
Vault DLT							
VAULTING(DLT)		860	0.210	180.60	0.00	180.60	
Vault DVD							
VAULTING(DVD)		60	0.210	12.60	0.00	12.60	
Vault TRAN1							
TRANSPORT - IRON MOUNTAIN MULTI MEDIA		9	8.900	80.10	0.00	80.10	
Site		55222.049993 Totals:		299.80	0.00	299.80	
Invoice Totals:				\$ 299.80	0.00	299.80	
=====							

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Orlando (55222)

INVOICE NUMBER: 102565155  
INVOICE DATE: 11/30/2009

TOTAL AMOUNT DUE: \$ 299.80  
AMOUNT DUE BY: 12/30/2009

BILL TO NUMBER: 082944

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.



# Invoice



PAGE: 1

INVOICE NUMBER: 102601144

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

INVOICE DATE: 12/31/2009  
PAYMENT TERMS: 30 NET  
DUE DATE: 01/30/2010  
TAX ID: 23-2588479

For Invoice Questions Please Call: 888-365-4766

Site 049993	CONEXANT SYSTEMS	Price Schedule 41-4268	PO NP58661271	Ref 102601144		
<u>Item Description</u>		<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Tax</u>	<u>Total</u>
For Dec 2009:						
ADMINISTRATIVE FEE		1	26.500	26.50	0.00	26.50
Vault DLT						
VAULTING(DLT)		860	0.210	180.60	0.00	180.60
Vault DVD						
VAULTING(DVD)		60	0.210	12.60	0.00	12.60
Vault TRAN1						
TRANSPORT - IRON MOUNTAIN MULTI MEDIA		9	8.900	80.10	0.00	80.10
	Site	55222.049993	Totals:	299.80	0.00	299.80
			Invoice Totals:	\$ 299.80	0.00	299.80
				=====	=====	=====

Please detach here and return bottom portion with your remittance

Iron Mountain - Off-Site Data Protection Orlando (55222)

INVOICE NUMBER: 102601144  
INVOICE DATE: 12/31/2009

TOTAL AMOUNT DUE: \$ 299.80  
AMOUNT DUE BY: 01/30/2010

BILL TO NUMBER: 082944

AMOUNT ENCLOSED: \$ \_\_\_\_\_

ATTN: ACCOUNTS PAYABLE  
CONEXANT SYSTEMS  
4000 MACARTHUR BLVD  
NEWPORT BEACH, CA 92660-2558

Iron Mountain  
PO Box 601002  
PASADENA, CA 91189-1002  
United States

Make check or money order payable to Iron Mountain in US Dollars. Do not send cash.

# COPY

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM							
Name of Debtor: Conexant Systems, Inc. et al.		Case Number: 13-10367								
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.										
Name of Creditor (the person or other entity to whom the debtor owes money or property): Iron Mountain Information Management, Inc.										
Name and address where notices should be sent: Iron Mountain Information Management, Inc., ATTN: Joseph Corrigan, Esquire. 745 Atlantic Avenue, 10th Floor Boston, Massachusetts 02111 Telephone number: (617) 535-4744 email: Joseph.Corrigan@IronMountain.com		<b>COURT USE ONLY</b> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____								
Name and address where payment should be sent (if different from above):  Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. <b>RECEIVED</b>								
1. Amount of Claim as of Date Case Filed: \$ 6,753.68		<b>MAY 17 2013</b> <b>BMC GROUP</b>								
If all or part of the claim is secured, complete item 4.										
If all or part of the claim is entitled to priority, complete item 5.										
<input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.										
2. Basis for Claim: <u>Services Performed</u> (See instruction #2) Debt incurred: 8/09- 2/13										
3. Last four digits of any number by which creditor identifies debtor: .077440; .004270; .049993	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)								
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: personal property in storage and any and all other stored property Value of Property: \$ 6,753.68 Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ 6,753.68								
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <table border="0"><tr><td><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).</td><td><input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).</td><td><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).</td><td rowspan="2">Amount entitled to priority: \$ _____</td></tr><tr><td><input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).</td><td><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).</td><td><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).</td></tr></table>				<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____	<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____							
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).								
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.										
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)										

**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor.    ☐ I am the creditor's authorized agent.    ☐ I am the trustee, or the debtor,    ☐ I am a guarantor, surety, indorser, or other codebtor.  
(Attach copy of power of attorney, if any.)    or their authorized agent.    (See Bankruptcy Rule 3004.)    (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joseph Corrigan  
Title: Senior Litigation and Bankruptcy Specialist  
Company: Iron Mountain Information Management, Inc.  
Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)

05/16/2013

(Date)

Telephone number: (617) 535-4744 email: Joseph.Corrigan@ironmountain.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. § 506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507 (a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**INFORMATION****Acknowledgment of Filing of Claim**

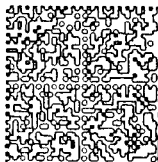
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim.

However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UNITED STATES POSTAGE



FITNEY BOWLES

\$ 00.45<sup>0</sup>

02 1M

000 4289846

MAILED FROM ZIP CODE 02111

**RED-SEAL**  
NO MOISTURE NECESSARY  
RAISE FLAP AND SEAL



May 16, 2013

BY OVERNIGHT DELIVERY:

**BMC Group, Inc.**  
Attn: Claims & Noticing Agent  
18675 Lake Drive East  
Chanhassen, MN 55317  
(888) 909-0100

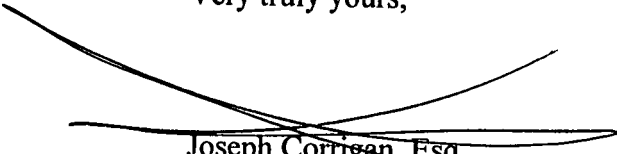
Re: In re Conexant Systems, Inc., Ch. 11, Case No. 13-10367, Bankr. D. DE

Dear BMC Group, Inc.:

Enclosed for filing is the original and one copy of Iron Mountain Information Management, Inc.'s Proof of Claim as to pre-petition amounts owing in the above-referenced bankruptcy case. Please file the original, date-stamp the copy, and return the copy to me in the enclosed self-addressed, stamped envelope. If you have any questions or need anything further, please do not hesitate to contact me.

Thank you for your assistance in this matter.

Very truly yours,



Joseph Corrigan, Esq.  
Corporate Counsel  
Litigation & Bankruptcy Specialist  
Tel: 617.535.4744  
Fax: 617.451.0409  
Email: Joseph.Corrigan@ironmountain.com

Enclosures

From: (617) 535-8330  
Holly Dulaney  
IRON MOUNTAIN  
745 Atlantic Avenue  
  
Boston, MA 02111

Origin ID: LWMA



Ship Date: 16MAY13  
ActWgt: 0.5 LB  
CAD: 102190923/INET3370

Delivery Address Bar Code



SHIP TO: (888) 909-0100  
**ATTN: Claims Agent**  
**BMC Group, Inc.**  
**18675 Lake Drive East**

BILL SENDER

Ref # SKP ORDER # HERE IF APPLICABLE  
Invoice # NOT APPLICABLE  
PO # 45.00010.000.29M.66201  
Dept # 45.00010.000.29M.66201

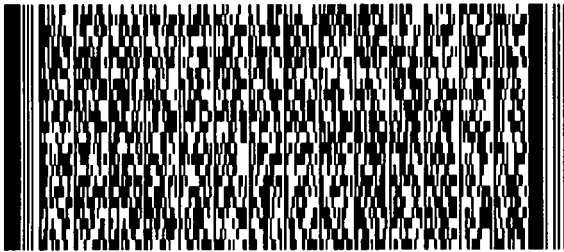
**CHANHASSEN, MN 55317**

**FRI - 17 MAY 3:00P**  
**STANDARD OVERNIGHT**

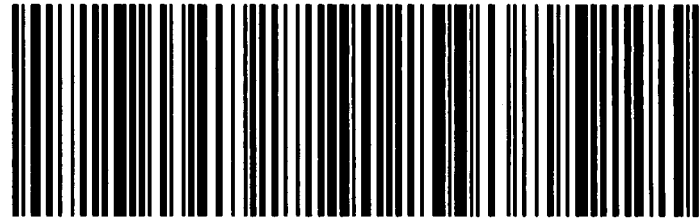
TRK# 7997 7835 8200

0201

**55317**  
MN-US  
**MSP**

**XH FBLA**

**RECEIVED**  
**MAY 17 2013**  
**BMC GROUP**



518G1/9983/93AB

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

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