

**Fill in this information to identify the case:**

Debtor Eiger BioPharmaceuticals, Inc  
 United States Bankruptcy Court for the: Northern District of Texas  
(State)  
 Case number 24-80040

**Official Form 410  
 Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>Iron mountain Information management LLC</u>  <small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p>Other names the creditor used with the debtor <u>Iron Mountain</u></p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Iron mountain Information management LLC</u>  <u>1101 Enterprise Drive</u>  <u>Royersford, PA 19468, United States</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____                  Contact email _____</p>
<p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):                  _____</p>		
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____  <small>MM / DD / YYYY</small></p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: Z528 \_\_\_\_\_

7. How much is the claim? \$ 2436.94. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed and debt incurred.

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: Personal property in storage, any other property  
**Basis for perfection:** Warehouse lien pursuant to Uniform commercial code  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ 211.00  
**Amount of the claim that is secured:** \$ 211.00  
**Amount of the claim that is unsecured:** \$ 2225.94 (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) 12.00 %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* 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"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/19/2024  
MM / DD / YYYY

/s/ Joseph P Corrigan  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Joseph P Corrigan  
First name Middle name Last name

Title Corporate Counsel

Company Iron Mountain Information Management, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1544 | International (310) 751-2638

<b>Debtor:</b> 24-80040 - Eiger BioPharmaceuticals, Inc <b>District:</b> Northern District of Texas, Dallas Division		
<b>Creditor:</b> Iron mountain Information management LLC 1101 Enterprise Drive Royersford, PA, 19468 United States <b>Phone:</b> 6175354744 <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> joseph.corrigan@ironmountain.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Disbursement/Notice Parties:</b> Iron mountain Information management LLC c/o Jacqueline M Price Hackett Feinberg PC 155 Federal Street 9th floor Boston, MA, 02110 United States <b>Phone:</b> 6174220200 <b>Phone 2:</b> <b>Fax:</b> <b>E-mail:</b> jmp@bostonbusinesslaw.com		
<b>Other Names Used with Debtor:</b> Iron Mountain	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services performed and debt incurred.	<b>Last 4 Digits:</b> Yes - Z528	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 2436.94	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> Yes: 211.00 <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> Other Describe: Personal property in storage, any other property <b>Value of Property:</b> 211.00 <b>Annual Interest Rate:</b> 12.00%, Fixed <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> Warehouse lien pursuant to Uniform commercial code <b>Amount Unsecured:</b> 2225.94	

**Submitted By:**

Joseph P Corrigan on 19-Jul-2024 3:20:28 p.m. Eastern Time

**Title:**

Corporate Counsel

**Company:**

Iron Mountain Information Management, LLC

## **ADDENDUM TO PROOF OF CLAIM**

Eiger BioPharmaceuticals, Inc.  
Ch. 11 Case No. 24-80040  
Bankr. Northern District of Texas

Iron Mountain claims a warehouseman's lien, pursuant to Ann.Cal.Com.Code § 7209, in the 211 boxes of personal property, and any and all other property, that the above-named Debtor is storing with Iron Mountain. The standard valuation of the property in the records management industry is \$1.00 per box. Iron Mountain believes that such a valuation is likely a very conservative estimate of the fair market value of the property and should be applied in this case. Thus, Iron Mountain asserts that its pre-petition claim of \$2,436.94 is secured in the amount of \$211.00 and unsecured in the amount of \$ 2,225.94.

West's Ann.Cal.Com.Code § 7209


**C**

**Effective: [See Text Amendments]**

West's Annotated California Codes Currentness

Commercial Code (Refs & Annos)

Division 7. Warehouse Receipts, Bills of Lading and Other Documents of Title (Refs & Annos)

 Chapter 2. Warehouse Receipts: Special Provisions (Refs & Annos)

**→ § 7209. Lien of warehouseman**

(1) A warehouseman has a lien against the bailor on the goods deposited or on the proceeds thereof in his possession for charges for storage, processing incidental to storage, or transportation, including demurrage and terminal charges, insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.

(2) The warehouseman may also reserve a security interest against the bailor for charges other than those specified in subdivision (1), such as for money advanced and interest, but if a receipt is issued for the goods such a security interest is not valid as against third persons without notice unless the maximum amount thereof is conspicuously specified (Section 1201) on the receipt. Such a security interest is governed by the division on secured transactions (Division 9).

(3) (a) A warehouseman's lien for charges and expenses under subdivision (1) or a security interest under subdivision (2) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under Section 7503.

(b) A warehouseman's lien on household goods for charges and expenses in relation to the goods under subdivision (1) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. "Household goods" means furniture, furnishings and personal effects used by the depositor in a dwelling.

(4) A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

CREDIT(S)

(Stats.1963, c. 819, § 7209. Amended by Stats.1965, c. 1379, p. 3288, § 5.5.)

CALIFORNIA CODE COMMENT

<By John A. Bohn and Charles J. Williams>

Prior California Law

1. The first sentence of subdivision (1) of this section is essentially a restatement of former Civil Code § 1858.50 (UWRA) which authorized the warehouseman's lien under prior California law.

**Customer Name** EIGER BIOPHARMACEUTICALS, INC.  
**Customer ID Number** 01332.0SZ528

<b>Transaction Date</b>	<b>Number</b>	<b>Class</b>	<b>Original</b>	<b>Interest Accrued</b>	<b>Invoice Balance</b>	<b>Total Balance Due</b>
29-Feb-24	JGXW704	Invoice	\$ 675.43	\$ 9.51	\$ 951.38	\$ 960.89
31-Mar-24	JJB302	Invoice	\$ 1,697.32	\$ -	\$ 675.43	\$ 675.43
	JKMN288	Invoice	\$ 800.62	\$ -	\$ 800.62	\$ 800.62

**TOTAL PRE-PETITION** \$ 2,372.75 \$ 9.51 \$ 2,427.43 \$ 2,436.94





# IRON MOUNTAIN®

## CUSTOMER AGREEMENT

IRON MOUNTAIN INFORMATION MANAGEMENT, INC.

Address of Iron Mountain Branch/District Office:

Iron Mountain

6935 Flanders Drive

San Diego, CA 92121

Contract Effective Date: \_\_\_\_\_

**FOR IRON MOUNTAIN PURPOSES ONLY**

Account Number: **52528**

NAICS Code:

Branch/District Cost Ctr. No.: 01332

<b>CUSTOMER:</b> Celladon Corporation			<b>BILLING ADDRESS (If Different):</b> Same		
Street Address: 2223 Avenida de la Playa Suite 300			Street or Box No.:		
City: La Jolla	State: CA	Zip + 4: 92037-3218	City:	State:	Zip + 4:
Primary Contact and Title: Jan Guerrero, Celladon Consultant 805-684-4350			Billing Contact: Marion Ferguson		
Telephone: 858-366-4288 E-mail: mferguson@celladon.net jguerrero@sbdpa.com		Fax: 858-964-0974	Telephone: 858-366-4288 E-mail: mferguson@celladon.net		Fax: 858-964-0974

Iron Mountain Information Management, Inc. ("Iron Mountain") will perform the services described on schedules annexed to this Agreement, either physically or by reference (each 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 this Agreement, which consists of this page, the Basic Terms and Conditions, the Schedules and the Glossary of terms that can be found at <http://cic.ironmountain.com>.

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

**LIMITATION OF LIABILITY.** Iron Mountain's liability, if any, for loss or destruction of, or damage to, materials stored with Iron Mountain ("Deposits" or "Items") is limited to the value of each Deposit as described above, or as otherwise set forth herein. Iron Mountain reserves the right to replace media for which liability is so limited rather than pay the 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.

<b>CUSTOMER: CELLADON CORPORATION</b>	<b>IRON MOUNTAIN</b>
Individual Signing: [print name] Jeff Rudy	Individual Signing: [print name] Sheila Jones
Signature: <i>Jeff Rudy</i>	Signature: <i>Sheila Jones</i>
Title: VP Clinical Operations	Title: General Manager
Signing Date: March 26, 2009	Signing Date: 3/30/09

In order to keep Customer apprised of Iron Mountain's service offerings, new regulations that may be of interest to customers and similar information, Iron Mountain will add Customer's representative to its informational mailing list, if an email address is provided above, to receive newsletters and communications through email or postal delivery. Customer may elect to unsubscribe any time after receiving the first newsletter or communication.

## BASIC 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.

- 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 Deposits have been removed from Iron Mountain's facility, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.
- Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other 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 apply and change monthly without notice in accordance with the fuel surcharge policy, which may be found at <http://cic.ironmountain.com>.
- Principal 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 third-party provider of such services. In the event that Customer does not so utilize Iron Mountain's services, Iron Mountain reserves the right to adjust rates and charges to standard list rates and charges.
- Authorization; Customer Instructions.** Iron Mountain will perform services 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).
- Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pickup volumes, preparation for pickup, 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.
- 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.
- 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 while in transit 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 Deposits, caused by Government Inspectors.
- Confidentiality.** "Confidential Information" means (i) any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (ii) this Agreement and its Schedules, except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. All Confidential Information shall be held in confidence by the receiving party 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 contained in Deposits. Iron Mountain shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
- 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 agreed value set forth above. 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 third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.

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 liability 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, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under 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 authorization. Unless Customer specifically identifies in writing that a Deposit does not contain consumer information (as defined in 16 CFR Section 682.1) or personal data, Deposits will be destroyed by shredding (except that media may be destroyed by pulverization or incineration). Services will be performed 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 of loss, damage or destruction to part or all of the Deposits.
15. **Filing of Actions.** No action may be maintained against Iron Mountain for loss, damage or destruction of Deposits, unless timely written notice has been given as provided in Section 14, and unless such action is commenced within the earlier of one (1) year after: (i) the date of delivery or return of the Deposits, or (ii) the date Customer is notified of the loss, damage or destruction.
16. **Notice of Loss.** When Deposits have been lost, damaged or destroyed, notice thereof may be given by mailing a letter via U.S. mail to Customer, and 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; Late Fees, etc.** Payment terms are net, thirty (30) days. 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 together with 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.
18. **Customer Default.** 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, or (b) terminate this Agreement. Upon termination for Customer's default, Iron Mountain may securely destroy Deposits upon ninety (90) days' notice to Customer; Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction 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.
19. **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 this Agreement. Customer shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain's compliance with the instructions of Customer in the event of a dispute concerning the ownership, custody or disposition of Deposits, or (ii) any representation by Customer in this Agreement being untrue or incorrect.
20. **Restrictions on Material; Customer Premises.** Customer shall not store with Iron Mountain nor deliver for shredding any material that is highly flammable, explosive, hazardous, toxic, radioactive, medical waste, organic material that may attract vermin or insects, or otherwise dangerous or unsafe to store or handle, or any material that is regulated under any federal or state law or regulation relating to the environment or hazardous materials. Customer

warrants that it shall only place paper-based materials in the shredding bins. Customer shall indemnify Iron Mountain for damage to equipment or injury to personnel resulting from Customer's breach of this warranty. Customer shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer's premises where Iron Mountain employees perform services or make deliveries hereunder shall be free of hazardous substances and hazardous or dangerous conditions.

21. **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 (including metadata) to provide records management services to Customer; upon expiration of this Agreement, Iron Mountain shall have the right to use such inventory information for administrative purposes. Iron Mountain's obligation to protect the confidentiality of such information shall survive the termination or expiration of this Agreement.
22. **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 are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
23. **Non-Custodial Status.** Unless Iron Mountain shall have explicitly agreed in writing, Iron Mountain's performance of services shall not cause Iron Mountain to be deemed 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.
24. **ITAR/EAR Compliance.** Customer represents that none of the Deposits stored by Iron Mountain pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Deposits do contain any such information, Customer shall notify Iron Mountain of the specific Deposits that contain such information and acknowledge that special storage and service rates shall apply thereto.
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 Basic Terms and Conditions and the terms of a Schedule, the Schedule shall prevail as to the services covered thereby.



# Schedule A: PROGRAM PRICING SCHEDULE

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## Records Management

This Records Management 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 CELLADON CORPORATION, (the "Customer").

The Customer will be eligible for a Discount Rate of 15%. List Price is the standard Iron Mountain price for a given service and the Discount Rate is your percentage off of List Price. The Discount Rate and List Prices specified within this Pricing Schedule are fixed for a 12 month period starting from the date of this Records Management 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](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.

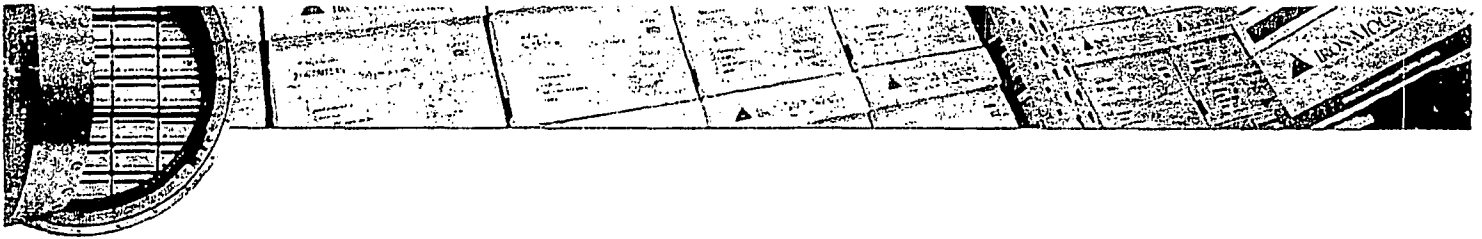
This Records Management Pricing Schedule supersedes and terminates any prior Records Management Pricing Schedule and/or Schedule A existing between Iron Mountain and the Customer for the accounts noted below.

### CELLADON CORPORATION

District Name/Number: San Diego - 01332 | Customer No. SZ528

Effective Date: May 1, 2009

Discount Rate: 15%



## Standard Storage and Services

### STORAGE

Description	Current List Price	Discount %	Effective Price	Per
☒ Carton Storage	\$0.430	15%	\$0.366	Cubic Foot

### PROGRAM MANAGEMENT SERVICES — RECEIVING AND ENTERING

Description	Current List Price	Discount %	Effective Price	Per
☒ Receiving and Entering - Carton	\$2.720	15%	\$2.312	Cubic Foot

### PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES

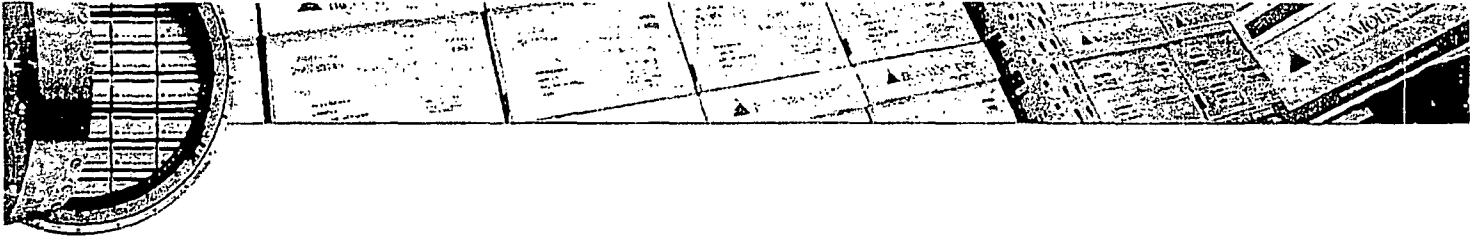
Description	Current List Price	Discount %	Effective Price	Per
☒ Regular Retrieval - Carton	\$3.500	15%	\$2.975	Cubic Foot
☒ Regular Retrieval - File from Carton	\$4.670	15%	\$3.970	File
☒ Regular Refile - Carton	\$3.500	15%	\$2.975	Cubic Foot
☒ Regular Refile - File to Carton	\$4.670	15%	\$3.970	File

### PROGRAM MANAGEMENT SERVICES — ARCHIVAL DESTRUCTION

Description	Current List Price	Discount %	Effective Price	Per
☒ Archival Destruction - Carton	\$4.250	15%	\$3.613	Cubic Foot plus Regular Retrieval Charge

### PROGRAM MANAGEMENT SERVICES — PERMANENT WITHDRAWAL

Description	Current List Price	Discount %	Effective Price	Per
☒ Permanent Withdrawal - Carton	\$5.310	15%	\$4.514	Cubic Foot plus Regular Retrieval Charge
☒ Permanent Withdrawal - File from Carton	\$2.550	15%	\$2.168	File plus Regular Retrieval Charge



**PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES**

Description	Current List Price	Discount %	Effective Price	Per
☑ Next Day Delivery	\$32.500	15%	\$27.625	Transportation Visit plus Handling Charge
☑ Regular Pickup	\$32.500	15%	\$27.625	Transportation Visit plus Handling Charge
☑ Handling Charge	\$3.060	15%	\$2.601	Cubic Foot

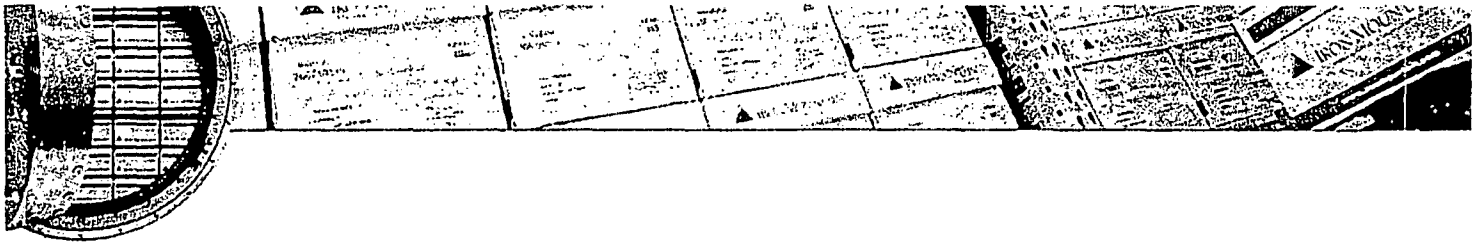
Premium Storage and Services

**PROGRAM MANAGEMENT SERVICES — RETRIEVALS/REFILES**

Description	Effective Price	Per
☑ Rush Retrieval - Carton	\$5.26	Cubic Foot
☑ Rush Retrieval - File from Carton	\$7.01	File
☑ Regular Interfile - Carton	\$6.37	Each

**PROGRAM MANAGEMENT SERVICES — TRANSPORTATION SERVICES**

Description	Effective Price	Per
☑ Half Day Delivery	\$46.73	Transportation Visit plus Handling Charge
☑ Rush Delivery - Business Day	\$93.46	Transportation Visit plus Handling Charge
☑ Rush Delivery - Weekends/Holidays/After Hours	\$186.91	Transportation Visit plus Handling Charge
☑ Rush Pickup - Business Day	\$93.46	Transportation Visit plus Handling Charge



**PROGRAM MANAGEMENT SERVICES — ARCHIVAL DESTRUCTION**

Description	Effective Price	Per
☐ Archival Destruction - File from Carton	\$4.00	File plus Regular Retrieval Charge

**PROGRAM MANAGEMENT SERVICES — INDIVIDUAL LISTING OF FILES**

Description	Effective Price	Per
☐ Individual Listing	\$0.53	File

**PROGRAM MANAGEMENT SERVICES — MISCELLANEOUS SERVICES**

Description	Effective Price	Per
☐ Miscellaneous Services - Labor	\$48.00	Hour

**PROGRAM MANAGEMENT SERVICES — RE-BOXING**

Description	Effective Price	Per
☐ Re-Boxing Charge	\$5.000	Labor plus New Carton Cost

Other Program Fees

**OTHER PROGRAM FEES**

Description	Effective Price	Per
☐ Minimum Service Order Charge	\$12.00	Order
☐ Administrative Fee (Summary Billing)	\$25.12	Account ID
☐ Administrative Fee (Detailed Billing)	\$62.80	Account ID

Custom Storage and Services

**STORAGE**

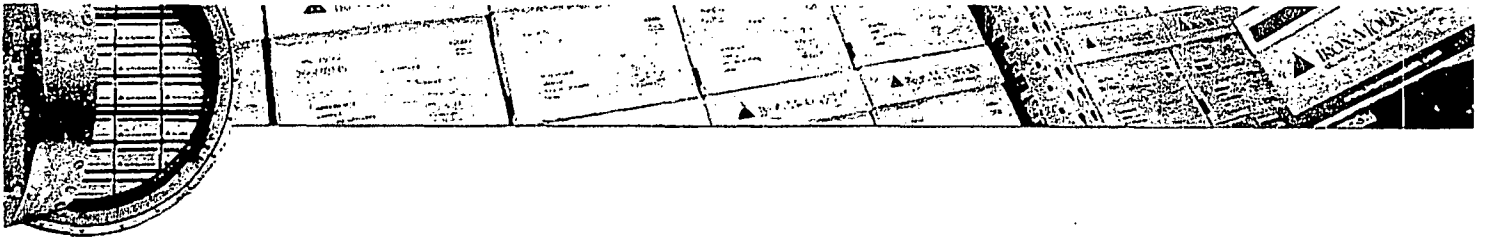
Description	Effective Price	Per
☐ Storage Minimum	\$125.000	Month





The following prices apply for the services listed for Items received during the startup process (Initial Move) of a new customer program and applies to all initial volume received by Iron Mountain within three (3) months of the date of the Agreement.

<b>PROGRAM STARTUP</b>			
Description	Initial Volume	Effective Price	Per
☐ Carton	10	\$2.50	Cubic Foot
☐ Individual Listing		\$0.53	File
☐ Labor		\$48.00	Hour
☐ Standard Letter/Legal		\$2.50	Each



# Schedule A:

## PROGRAM PRICING SCHEDULE

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### Records Management Definition of Services

#### Storage

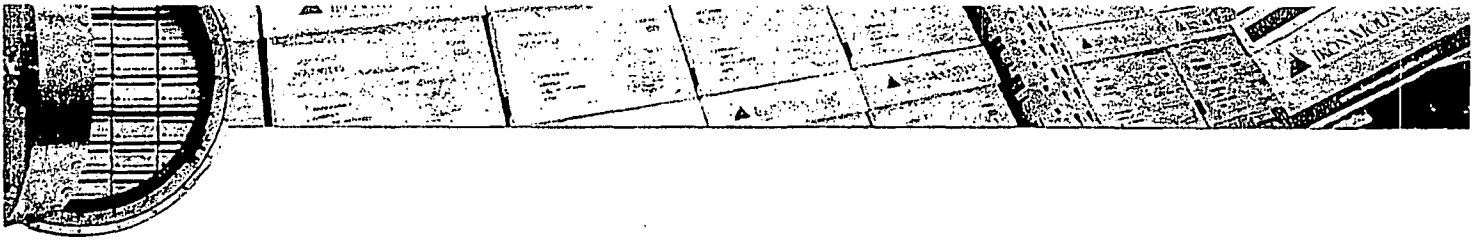
Storage at Iron Mountain facilities of Customer records ("Deposits" or "Items").

Storage charges are billed monthly in advance.

#### Program Management Services

Regular Services are provided between 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding holidays.

- ☒ Receiving and Entering  
*Receipt of new Cartons for storage.*
- ☒ Retrievals/Refiles  
*Temporary removal of Items from, or return of Items to, storage. Retrieval service may be "Regular" or "Rush."*
- ☒ Archival Destruction  
*Retrieval, documentation, preparation, and secure shredding of Items stored at Iron Mountain.*
- ☒ Permanent Withdrawal  
*Retrieval, documentation, and preparation at Iron Mountain loading dock for permanent removal of Items stored at Iron Mountain facilities.*
- ☒ Individual Listing of Files  
*Data entry of file descriptions into Iron Mountain database.*
- ☒ Miscellaneous Services  
*Charges for Services not specifically listed on this Pricing Schedule, or at [cic.ironmountain.com/additionalservices](http://cic.ironmountain.com/additionalservices), are charged on the basis of hourly labor, in fifteen minute increments, plus materials consumed.*
- ☒ Minimum Service Order Charge  
*Minimum charge for an Order, excluding transportation related services.*



- ☒ Administrative Fee  
*Monthly fee for account maintenance, support, and administrative services.*

Management Services are billed monthly in arrears.

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

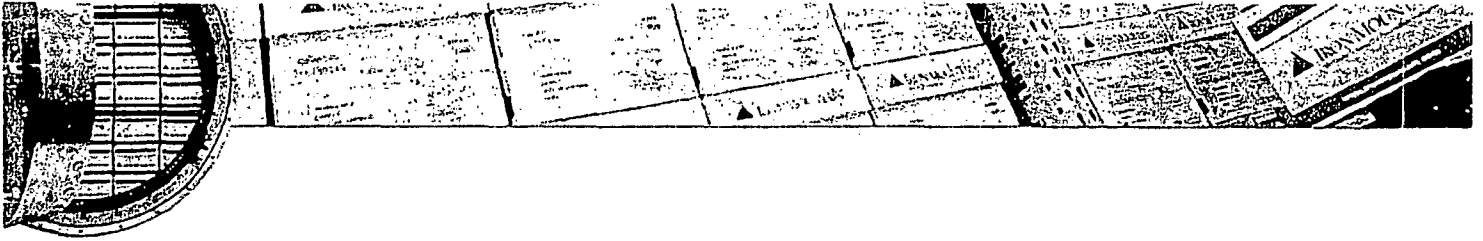
## Transportation Services

- ☒ Next Day Delivery  
*Order by 3:00 PM for delivery next Business Day.*
- ☒ Half Day Delivery  
*Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.*
- ☒ Rush Delivery, Business Day  
*Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.*
- ☒ Rush Delivery, Weekends/Holidays/After Hours  
*Delivery within 4 hours of placement of Order.*
- ☒ Regular Pickup  
*Pickup orders placed before 4:00 PM on a Business Day will be picked up within the following two Business Days.*
- ☒ Rush Pickup, Business Day  
*Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.*

## Fuel Surcharge Policy

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 [cic.ironmountain.com/FuelSurcharge](http://cic.ironmountain.com/FuelSurcharge).

Transportation Services are billed monthly in arrears.



# Records Management

## MONTHLY COST ESTIMATE

(Actual monthly cost may vary based on quantities or billing protocols.)

### Storage

Storage at Iron Mountain facilities of Customer records ("Deposits" or "Items").

DESCRIPTION	PRICE	PER	QTY	TOTAL
☐ Carton Storage <sup>S</sup>	\$0.366	Cubic Foot	10	\$3.660
<b>Total Storage Monthly Cost Estimate</b>				<b>\$125.00</b>

Note: Monthly Storage Minimum applied.

### ▶ ADMINISTRATIVE FEE

Monthly fee for account maintenance, support, and administrative services.

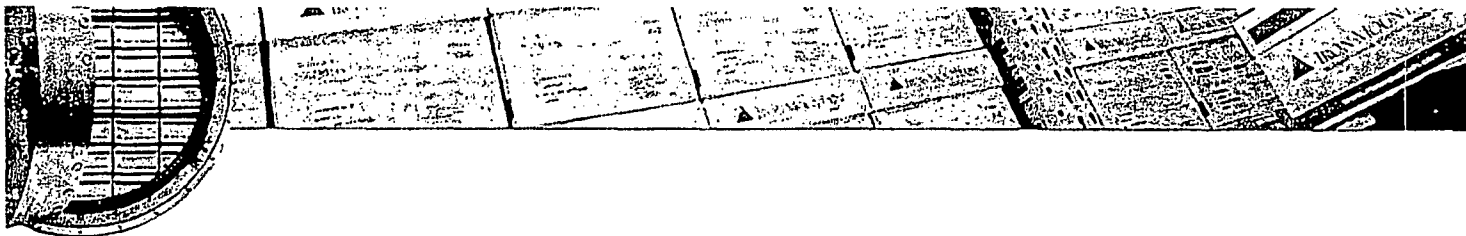
DESCRIPTION	PRICE	PER	QTY	TOTAL
☒ Administrative Fee (Summary Billing) <sup>O</sup>	\$25.12	Account ID	1	\$25.12
<b>Total Administrative Fee Monthly Cost Estimate</b>				<b>\$25.12</b>

Total Monthly Cost Estimate for Records Management \$150.12

Total Savings Off Iron Mountain List Price \$0.64

Please note that the cost indicated above is an estimate based on volume assumptions.

*S = Standard Storage and Services; P = Premium Storage and Services; C = Custom Storage and Services; O = Other Program Fees*



## Program Start-up (One Time Charge for Records Management)

### Initial Move

The transportation, processing, and placement into storage of Initial Move Items.

DESCRIPTION	PRICE	PER	INITIAL VOLUME	TOTAL
2 Carton	\$2.50	Cubic Foot	10	\$25.00
<b>Total Initial Move Cost Estimate</b>				<b>\$25.00</b>

Total Initial Move Cost Estimate  
(One Time Charge for Records Management) \$25.00



## Conclusion

Your records tell the story of your business and have operational, financial and legal value.

Yet they also represent risks, costs and management challenges. In addition to rising storage, labor and administrative expenses, today's changing legal climate brings liability — tough enforcement of new regulations adds a litigation-readiness focus to the complexity of records management.

As this proposal demonstrates, Iron Mountain has the expertise, the resources and the experience to solve CELLADON CORPORATION's unique challenges. Our professional, proven, cost-effective records management services have been tailored to address your specific needs.

Iron Mountain can provide you with:

- Responsive local service
- Proven technology
- Deep records management expertise
- Proactive account management
- National account capabilities
- Real estate and facilities resources
- Economies of scale
- Highly trained and dedicated professional staff

Customers choose Iron Mountain for one reason above all: value. This value extends beyond storage and management services; it rests with the confidence of knowing you have entrusted your records to the industry leader. Customers know Iron Mountain is committed to a long-term business relationship. Iron Mountain is here with answers for your records and information management needs today, and we will be here to help you with your challenges of tomorrow.



2 Sun Court  
Norcross, GA 30092

Direct Questions To: <https://www.ironmountain.com/support> - click "Contact Support"

EIGER BIOPHARMACEUTICALS, INC.  
MATTHEW J. BYS  
2155 PARK BLVD  
PALO ALTO CA 94306-1543

# Invoice

## Account Overview

Invoice Number: JGXW704  
Invoice Date: 02/29/2024  
Storage Period: 03/01/2024 - 03/31/2024  
Service Period: 01/24/2024 - 02/20/2024  
Customer ID/Name: SZ528/EIGER BIOPHARMACEUTICALS, INC.

Due By: 03/30/2024

## New Charges

Storage 592.55  
Service 0.00  
Supplies 0.00  
Other Charges 82.88  
Tax 0.00

**INVOICE AMOUNT DUE \$675.43**

### LEGEND:

- When paying by check please include applicable customer ID(s), invoice number(s) and invoice amount(s)
- If applicable, Balance Activity does not reflect any payment received that has not or could not be applied to open invoices.
- Storage is billed in advance and may include prorated storage charges for the current period\*
- Services are billed in arrears\*
- If applicable, adjustment amount includes credits, debits and other adjustments made by the specified date.
- Payment is due per contract Net terms from the invoice date

\*Unless otherwise expressly agreed upon in writing

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click "Contact Support" and search "e-billing"

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GTP ZQS DLB

SUBMIT PAYMENTS TO: IRON MOUNTAIN  
PO BOX 601002  
PASADENA, CA 91189-1002



**Customer ID/Name:** SZ528/EIGER  
BIOPHARMACEUTICALS, INC.

**Invoice Number:** JGXW704  
**Invoice Date:** 02/29/2024

Description	Qty	Rate	Amount
STORAGE MINIMUM 03/01/2024	1.00	211.727	211.73
STORAGE,REGULAR 03/01/2024	201.60	1.889	380.82
<b>TOTAL STORAGE</b>			<b>592.55</b>
ADMINISTRATION FEE	1.00	82.880	82.88
<b>TOTAL OTHER</b>			<b>82.88</b>
<b>Sub Total</b>			<b>675.43</b>
<b>INVOICE AMOUNT DUE</b>			<b>675.43</b>





2 Sun Court  
Norcross, GA 30092

Direct Questions To: <https://www.ironmountain.com/support> - click "Contact Support"

EIGER BIOPHARMACEUTICALS, INC.  
MATTHEW J. BYS  
2155 PARK BLVD  
PALO ALTO CA 94306-1543

# Invoice

## Account Overview

Invoice Number: JJB302  
Invoice Date: 03/31/2024  
Storage Period: 04/01/2024 - 04/30/2024  
Service Period: 02/21/2024 - 03/26/2024  
Customer ID/Name: SZ528/EIGER BIOPHARMACEUTICALS, INC.

Due By: 04/30/2024

## New Charges

Storage 745.94  
Service 761.72  
Supplies 70.80  
Other Charges 112.40  
Tax 6.46

**INVOICE AMOUNT DUE \$1,697.32**

### LEGEND:

- When paying by check please include applicable customer ID(s), invoice number(s) and invoice amount(s)
- If applicable, Balance Activity does not reflect any payment received that has not or could not be applied to open invoices.
- Storage is billed in advance and may include prorated storage charges for the current period\*
- Services are billed in arrears\*
- If applicable, adjustment amount includes credits, debits and other adjustments made by the specified date.
- Payment is due per contract Net terms from the invoice date

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GTP ZQS DLB

SUBMIT PAYMENTS TO: IRON MOUNTAIN  
PO BOX 601002  
PASADENA, CA 91189-1002



Customer ID/Name: SZ528/EIGER  
BIOPHARMACEUTICALS, INC.

Invoice Number: JJB302  
Invoice Date: 03/31/2024

Description	Qty	Rate	Amount
STORAGE MINIMUM 04/01/2024	1.00	58.337	58.34
STORAGE, NEW 03/12/2024	81.20	1.889	153.39
STORAGE,REGULAR 04/01/2024	282.80	1.889	534.21
<b>TOTAL STORAGE</b>			<b>745.94</b>
HANDLING CHARGE	1.20	12.080	14.50
RECEIVING AND ENTRY	81.20	7.050	572.46
TRANSPORTATION ZONE 2	1.00	174.760	174.76
<b>TOTAL SERVICE</b>			<b>761.72</b>
RFID T LABEL	30.00	2.360	70.80
<b>TOTAL SUPPLIES</b>			<b>70.80</b>
ADMINISTRATION FEE	1.00	82.880	82.88
FUEL SURCHARGE	1.00		29.52
<b>TOTAL OTHER</b>			<b>112.40</b>
<b>Sub Total</b>			<b>1,690.86</b>
<b>Tax - CALIFORNIA</b>			<b>6.46</b>
<b>INVOICE AMOUNT DUE</b>			<b>1,697.32</b>



2 Sun Court  
Norcross, GA 30092

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EIGER BIOPHARMACEUTICALS, INC.  
MATTHEW J. BYS  
2155 PARK BLVD  
PALO ALTO CA 94306-1543

# Invoice

## Account Overview

Invoice Number: JKMN288  
Invoice Date: 04/30/2024  
Storage Period: 05/01/2024 - 05/31/2024  
Service Period: 03/27/2024 - 04/23/2024  
Customer ID/Name: SZ528/EIGER BIOPHARMACEUTICALS, INC.

Due By: 05/30/2024

## New Charges

Storage 717.74  
Service 0.00  
Supplies 0.00  
Other Charges 82.88  
Tax 0.00

**INVOICE AMOUNT DUE \$800.62**

### LEGEND:

- When paying by check please include applicable customer ID(s), invoice number(s) and invoice amount(s)
- If applicable, Balance Activity does not reflect any payment received that has not or could not be applied to open invoices.
- Storage is billed in advance and may include prorated storage charges for the current period\*
- Services are billed in arrears\*
- If applicable, adjustment amount includes credits, debits and other adjustments made by the specified date.
- Payment is due per contract Net terms from the invoice date

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SUBMIT PAYMENTS TO: IRON MOUNTAIN  
PO BOX 601002  
PASADENA, CA 91189-1002



**Customer ID/Name:** SZ528/EIGER  
BIOPHARMACEUTICALS, INC.

**Invoice Number:** JKMN288  
**Invoice Date:** 04/30/2024

Description	Qty	Rate	Amount
STORAGE MINIMUM 05/01/2024	1.00	76.640	76.64
STORAGE,REGULAR 05/01/2024	282.80	2.267	641.10
<b>TOTAL STORAGE</b>			<b>717.74</b>
ADMINISTRATION FEE	1.00	82.880	82.88
<b>TOTAL OTHER</b>			<b>82.88</b>
<b>Sub Total</b>			<b>800.62</b>
<b>INVOICE AMOUNT DUE</b>			<b>800.62</b>