



## IRON CLOUD SERVICES AGREEMENT

This Iron Cloud Services Agreement (“Agreement”) is entered into by and between Iron Mountain Information Management Services, Inc., with a principal place of business at One Federal Street, Boston, MA 02110 (“Iron Mountain”) and the legal entity receiving the Services specified on the Schedule (together with Affiliates “Customer”). By signing the initial Schedule under this Agreement, Customer agrees to be bound by the terms set forth in this Agreement. This Agreement shall be effective as of Customer’s signature on the initial Schedule executed under this Agreement (“Effective Date”). Customer and Iron Mountain are each referred to as a “Party” and collectively, the “Parties.”

### 1. Definitions.

“**Affiliate**” means those entities controlling, controlled by, under common control with, or having a common parent with, either Iron Mountain or Customer as applicable. For purposes of the foregoing definition, “control” (including “controlling”, “controlled by” and “under common control with”) shall mean direct or indirect ownership of: (a) not less than fifty percent (50%) of the voting stock of a corporation, (b) the right to vote not less than fifty percent (50%) of the voting stock of a corporation, or (c) not less than fifty percent (50%) ownership interest in a partnership or other business entity. If the Parties wish to add a Customer Affiliate to receive Services under this Agreement, such Affiliate and Iron Mountain shall execute a new Schedule referencing this Agreement.

“**Customer Data**” means all content, data and information provided by Customer to Iron Mountain through the Services under this Agreement and stored in the Iron Cloud.

“**Data Center**” means a data center or facility from which the Services are provided.

“**Documentation**” means user manuals for the Services, the applicable installation guides, service descriptions, technical specifications, and online help files provided by Iron Mountain or its Suppliers or available on Iron Mountain’s online portal.

“**Encrypted**” or “**encrypted**” shall mean data that has been rendered through algorithmic transformation or any other means available into an unrecognizable form in which meaning cannot be understood without the use of a confidential process or key.

“**Product**” means all products, leased appliances, devices or other equipment described in an applicable Schedule and includes any hardware device (including any agent, operating system and any other software preloaded or otherwise installed onto the hardware) leased, licensed or otherwise provided by Iron Mountain to Customer as part of the Services, and described in the applicable Schedule.

“**Professional Services**” means among other things, the installation, onboarding, implementation, trouble shooting, training, or data shuttling services performed by Iron Mountain or Supplier personnel for the benefit of Customer as set forth in a Schedule.

“**Schedule**” means a document annexed to this Agreement, physically or by reference, describing among other things the SLAs, Services, term and pricing.

“**Services**” means the managed, hosted, and/or cloud-based services, Support Services, Professional Services, and Documentation necessary to provide Services, all as set forth in the applicable Schedule.

**“Software”** shall mean the programs described in applicable Schedule and/or Documentation and any associated user interfaces and related technology that Iron Mountain makes available pursuant to this Agreement.

**“Suppliers”** means Iron Mountain’s licensors, vendors, and/or third party providers of the Services.

**“Support Services”** means the service and related maintenance in support of the Services purchased by Customer as described in the applicable Schedule.

## 2. The Services

2.1 License Grant for Services. Iron Mountain shall perform the Services at the rates and charges set forth in a Schedule. Iron Mountain grants to Customer a non-exclusive, non-transferable license for the term of this Agreement to: (i) access, use, perform and digitally display the Software as required for use of the Services in the manner set forth in the Documentation and this Agreement set forth in the applicable Schedule; (ii) use the Services only for Customer’s internal business needs; and (iii) use the Documentation to support the use of the Services. Customer shall not sublicense, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Services and/or Documentation available to any third party. Customer and all of its users are licensed shall be bound by and comply with this Agreement, and Customer is solely responsible for the activities of its users and for the accuracy, integrity, legality, reliability, and appropriateness of all Data. Iron Mountain may change or modify the Services, including adding or removing features and functionality, at any time and will use commercially reasonable efforts to notify Customer of such changes, provided that in no event will any such changes materially and adversely affect Customer.

2.2 License Grant for Products. If the Services include a Product, as described on an applicable Schedule, Iron Mountain grants to Customer a non-exclusive, non-transferable license for the term of the Schedule to use the Product in accordance with the Documentation and the terms of this Agreement. Iron Mountain or its Suppliers retain all right, title and interest to the Product and related Documentation and reserve all rights not expressly granted to Customer. Effective upon Iron Mountain’s shipment of the Product to Customer, Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the Product, except for normal wear and tear. The Product will remain the property of Iron Mountain or its Suppliers, will not become a fixture or realty, and Customer shall return the Product to Iron Mountain within thirty (30) days following the expiration or termination of the applicable Schedule. For third party Products resold by Iron Mountain to Customer pursuant to any Schedule, Section 8.3 of this Agreement shall apply.

2.3 Use Restrictions. Customer will not, and will not allow third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Software except to the extent such restriction is expressly prohibited by applicable law; (b) violate, or cause Iron Mountain or its Suppliers to violate, any law, statute, ordinance or regulation; (c) store in the Data Center defamatory, trade libelous, or otherwise unlawful Data; (d) store in the Data Center obscene, pornographic or indecent Data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses, ransomware or other programming routine intended to damage any system or Data; or (f) permit any party to access the Software or Documentation or use the Services, other than as expressly authorized under this Agreement; or (g) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed herein; or (h) sublicense, lease, rent, loan, distribute, or otherwise transfer the Software, Products or Documentation to any third party.

2.4 Transmittal of Customer Data to Iron Mountain. Customer shall transmit Data to the Data Center through a secure network connection in accordance with the acceptable methods and requirements for Data transmittal set forth in the Schedule. Customer assumes full responsibility to safeguard against

unauthorized access and provide appropriate protection of its Data prior to and during the transmission or transfer of its Data to Iron Mountain.

2.5 Access. Customer is solely responsible for obtaining and maintaining all equipment, computers, networks, and communications, including Internet access, required to access and utilize the Services and for all expenses related thereto. Iron Mountain is not liable for any loss, damage or destruction to any Data, information, property or equipment arising out of or in connection with such access. Customer agrees to maintain and update a nationally recognized anti-virus program within its respective computer systems that are used in connection with the Services. Iron Mountain will not access or use Customer Data except as necessary to provide the Services (including support Services) to Customer under this Agreement.

2.6 License Grant to Software. If Customer is licensing Software from Iron Mountain, as set forth on an applicable Schedule, Iron Mountain hereby grants to Customer a limited non-exclusive, non-transferable, perpetual license to: (i) install the Licensed Software in executable form in an aggregate amount equal to the number and type described in the applicable Schedule; (ii) use the Licensed Software only for Customer's internal business needs; (iii) use the Documentation to support the use of the Licensed Software and Services; and (iv) make a commercially reasonable number of copies of the Licensed Software in executable form only, for non-productive backup purposes; provided, however, that Customer will reproduce and include all of Iron Mountain's or its Supplier's copyright notices and proprietary legends on each such copy. At no time will Customer sublicense, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Licensed Software or Documentation available to any third party. Customer and all of its users shall be bound by and comply herewith. Customer will not, directly or indirectly, intentionally do any of the following: (a) modify, adapt, alter, translate, or create derivative works from the Licensed Software; (b) merge the Licensed Software with other software; (c) sublicense, lease, rent, loan, distribute, sell, transfer or make available the Licensed Software or Services to any third party except as specifically permitted under this Agreement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Software; (e) use the Services or Products to provide any service bureau activity for any third party; (f) disable, circumvent or otherwise avoid any security device, mechanism, protocol or procedure established by Supplier or permit others to do so; (g) circumvent or otherwise enable unauthorized users to access or use the license key(s), registration code(s) or serial number(s) related to the Services or Products, if any; (h) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to Customer in connection with its use of the Services or Products; (i) willfully tamper with the security of the any of the Systems or tamper with any customer accounts; (j) attempt to access Data on the System not intended for Customer; (k) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (l) willfully render any part of the Systems unusable; (m) publish or disclose to third parties any evaluation of the Services or Products without Supplier's prior written consent; or (n) enable, encourage or allow an End User or anyone else to do any of the foregoing. Iron Mountain's Suppliers will not be liable for any consequential damages and any claim against Iron Mountain's Suppliers with respect to Appliance Hardware will be limited to direct damages, not to exceed the cost of the piece of hardware giving rise to the claim.

2.7 Open Source Software. Certain items of software may be provided to Customer with the Software and are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of the Sections titled *License Grant to Software*, *Indemnification* or *Intellectual Property or Warranty*. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Iron Mountain makes such Open Source Software, and Iron Mountain's modifications to that Open Source Software, available by written request at the notice address specified below.

2.8 Password Protection of Service. Customer shall be responsible for protecting and safeguarding any keys (including encryption keys), certificates, passwords, access codes, user IDs or other login information (collectively, "Passwords") for the purpose of accessing and using the Services. Customer shall not disclose or make available Customer's Passwords other than to Customer's authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of the Services, and will notify Iron Mountain promptly of any such unauthorized use. In no event will Iron Mountain be liable for any loss of Data or other claims arising out of or in connection with the unauthorized acquisition of a Password.

### 3. **Term and Termination.**

3.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all Schedules executed under this Agreement expire or terminate. In the event that Iron Mountain or its Suppliers continue to hold Data after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Data has been returned to Customer or deleted.

3.2. Termination for Cause. Either Party may terminate this Agreement or the affected Schedule(s) (a) immediately, upon the occurrence of the bankruptcy or insolvency of the other Party, if such bankruptcy or insolvency is not discharged within sixty (60) days of any filing thereof; or (b) in the event that a Party materially breaches this Agreement and fails to cure such default within forty-five (45) days after the non-breaching Party's written notice, subject to the Fees in the applicable Schedule(s).

3.3. Termination for Changes to Applicable Law or Supplier Termination. Any Schedule may be terminated immediately by either Party upon written notice to the other Party if (i) the relationship and/or the transactions contemplated in the Schedule would violate any applicable law; or (ii) if an agreement between Iron Mountain and a Supplier expires or terminates, resulting in Iron Mountain's inability to provide the applicable Services to Customer.

3.4. Suspension of Services by Iron Mountain. Iron Mountain may suspend, or limit Customer's or any of its user's use of the Services provided under this Agreement (including, without limitation, its transmission or retrieval of Data) immediately upon written notice to Customer, without liability, for the any one of following reasons: a) Customer fails to pay any undisputed fees as and when due pursuant to this Agreement or the applicable Schedule and such failure continues for a period of thirty (30) days; b) the Services are being used by Customer or any of its users in violation of any applicable federal, state, or local law, ordinance or regulation; c) the Services are being used by Customer or any of its users in an unauthorized manner; d) the Customer's or any of its user's use of the Services adversely affects Iron Mountain's provision of services to other customers or poses a security risk to Iron Mountain's systems; e) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Services to Customer, or f) Customer fails to comply with Section 2.8 above. During any such suspension, Customer shall remain responsible and liable for all fees due for the suspended Services. If any of the forgoing grounds for suspension continues more than thirty (30) days, Iron Mountain shall have the right to terminate the Services for cause and without an opportunity to cure by Customer.

3.5. Effect of Termination. Upon expiration or termination of this Agreement or the applicable Schedule(s), (a) all rights and obligations of both Parties, including all licenses granted hereunder, shall immediately terminate and (b) Customer shall within thirty days following such expiration or termination, retrieve all Data from the Iron Mountain Data Center and pay Iron Mountain of all Fees up through the date of such retrieval and all other amounts owing Iron Mountain under this Agreement, failing which Iron Mountain may remove any Customer Data stored on the Services without liability to Iron Mountain. Notwithstanding the foregoing, Customer may request an extension of the thirty (30) day period to retrieve its Data, in which case, Iron Mountain may continue to provide the Services on a monthly basis in accordance with the terms hereunder and Customer shall continue to pay the Fees until Data has been fully retrieved from Iron Mountain's Data Centers. Customer acknowledges that there are no refunds of pre-paid amounts. If requested, Iron Mountain shall provide Professional Services in accordance with the rates set

forth in the applicable Schedule, in order to migrate the Customer Data to another Cloud storage provider or to remove the Data in accordance with Customer's instructions and as set forth in the Schedule.

#### 4. **Prices and Payment.**

4.1. **Charges.** Customer shall pay the charges for the Services as set forth in the applicable Schedule(s) (collectively, the "Fees"). All applicable sales and use taxes and similar governmental charges will be stated separately on Iron Mountain's invoice and shall be the responsibility of Customer.

4.2. **Payment Terms.** Unless otherwise set forth in a Schedule, payment terms are net, thirty (30) days from date of invoice; if Customer is delinquent, Iron Mountain may (in its discretion) charge Customer late fees totaling one percent (1%) per month of the outstanding balance.

5. **Ownership Warranty.** Customer warrants that it is the owner or legal custodian of the Data and has full authority to store the Data and direct its disposition in accordance with this Agreement. Customer releases Iron Mountain from all liability by reason of the destruction or deletion of Data by Iron Mountain in accordance with the terms of this Agreement.

6. **Operational Procedures.** Customer shall comply with Iron Mountain's reasonable operational requirements regarding the Services, including but not limited to, interaction with the Data, network requirements, and access to Customer locations, security, access and similar matters. Customer shall (i) comply with all Documentation; (ii) provide all hardware systems necessary to support the Services; and (iii) implement reasonable security and environmental precautions for use of the Services. If Customer exceeds the storage capacity purchased in the applicable Schedule, Iron Mountain may move Customer to the appropriate Services tier and adjust rates accordingly to reflect Customer's actual usage of the Services.

#### 7. **Intellectual Property; Ownership; Data Disclaimer.**

7.1. **Intellectual Property.** Iron Mountain or its Suppliers are the sole and exclusive owner of all right, title, and interest in and to the Software, Documentation, Products and Services (excluding any open source third-party software), and all copies thereof including all derivations and modifications thereto including, but not limited to, ownership of all intellectual property rights (collectively, "Intellectual Property"). This Agreement does not provide Customer with title or ownership of the Intellectual Property, but only a right of limited use. Customer agrees to inform Iron Mountain promptly following discovery of any infringement or other improper action with respect to the Intellectual Property. Customer recognizes and acknowledges the exclusive right of Iron Mountain and/or its Suppliers in and to all intellectual property and proprietary rights in and to Intellectual Property and that such Intellectual Property is the sole and exclusive property of Iron Mountain and/or its Suppliers. Customer waives its right to contest the validity and/or ownership of such Intellectual Property.

7.2. **Ownership of Customer Data.** All rights, title, and interest in Data will remain with Customer. This Agreement does not provide Iron Mountain with title or ownership of the Data, but only a right of limited use as necessary to perform the Services.

7.3. **Data Disclaimer.** CUSTOMER EXPRESSLY AGREES THAT IRON MOUNTAIN DOES NOT CREATE, OPERATE OR CONTROL ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS USED IN CONJUNCTION WITH THE SERVICES PROVIDED HEREUNDER.

#### 8. **Warranties.**

8.1. **Iron Mountain Professional Services Warranty.** Iron Mountain warrants that it will perform the Professional Services using reasonable care and skill in accordance with professional industry standards. This warranty is limited and shall not apply to any Professional Services where the failure of the

Professional Services to satisfy this warranty results from improper use by Customer of the Services or from Customer's decision not to implement any reasonable practices to which the Services apply that may be recommended by Iron Mountain. In the event of Iron Mountain's breach of the foregoing warranty, Customer's exclusive remedy and Iron Mountain's sole liability will be the re-performance of the applicable Professional Service, at no charge to Customer.

8.2. Licensed Software Warranty. For any Software licensed pursuant to Section 2.6 above, Iron Mountain warrants that for a period of ninety (90) days following the date of delivery of Licensed Software to Customer, the applicable Licensed Software, under normal use, shall perform substantially in accordance with the Documentation. To the extent not otherwise covered by a support and maintenance agreement for such Licensed Software, Customer's exclusive remedy and Iron Mountain's sole liability will be for Iron Mountain to use reasonable efforts to correct promptly any documents, reproducible errors and defects to make such Licensed Software operate as warranted. If Suppliers of third party software provide their own warranties, Iron Mountain shall provide such warranty statements to Customer, if available.

8.3. Third Party Products. Upon the written request of the Customer, Iron Mountain will transfer to Customer the manufacturer warranties of any third party Products resold by Iron Mountain to Customer under any Schedule pursuant to this Agreement. Iron Mountain does not provide any warranties to Customer for such third party Products.

8.4. Limitation and Disclaimer. UNLESS EXPRESSLY SET FORTH HEREIN OR OTHERWISE SPECIFIED BY AN IRON MOUNTAIN SUPPLIER, IRON MOUNTAIN AND ITS SUPPLIERS PROVIDE ALL SERVICES WITHOUT WARRANTIES OF ANY KIND. IRON MOUNTAIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE SERVICES OR THAT IRON MOUNTAIN OR ITS SUPPLIERS WILL CORRECT ALL DEFECTS. THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IRON MOUNTAIN UNDER THIS AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IRON MOUNTAIN AND WAIVED BY CUSTOMER. THE WARRANTIES EXTEND ONLY TO CUSTOMER.

## 9. **Limitation of Liability; Indemnification.**

9.1. Maximum Liability for the Services. Except for liability arising from Iron Mountain's indemnification obligations in this Agreement, Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), warranty, indemnity, or any other legal theory shall be limited to the Fees paid by Customer in the six (6) months immediately preceding any claim.

9.2. No Consequential Damages. In no event will either Party or Iron Mountain's Suppliers be liable for any indirect, incidental, consequential, special, punitive, exemplary or similar such losses or damages arising out of or in connection with this Agreement including any loss of profits, interruption of business, or the loss of or cost of recreating any Data, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), even if a Party was advised of, knew of or should have known of the possibility of such loss or damage and regardless of whether any remedy set forth herein fails of its essential purpose.

9.3. Customer Environment. Iron Mountain shall bear no liability to Customer arising out of or in connection with Customer's decision not to implement any reasonable change to Customer's technical environment that supports the Services that may be advised by Iron Mountain in writing. Further, Customer shall inform Iron Mountain of any system change that may reasonably be expected to affect Iron Mountain's ability to provide the Services.

9.4. **Customer Indemnification.** Customer shall indemnify, defend, and hold harmless Iron Mountain and its Suppliers, Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands and all liabilities arising out of or in connection therewith arising out of or in connection with (i) allegations that the Data infringes any intellectual property right of any third party or violates any applicable law or (ii) Customer's breach of Section 9.3 above. Iron Mountain shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defense and all related settlement negotiations. Iron Mountain shall provide any necessary assistance, information and authority and Customer will reimburse Iron Mountain for any reasonable, documented, out-of-pocket expenses incurred by Iron Mountain in providing such assistance. Iron Mountain shall have the right to participate, at its own expense, in the claim or suit. This paragraph shall survive the expiration or termination of this Agreement.

9.5. **Infringement Indemnification.** Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorizes Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability in this Section 9. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services in or from an application or environment or on a platform or with devices not authorized in Documentation or other requirements specified in a Schedule or this Agreement; (ii) modifications, alterations, combinations or enhancements of the Services not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any Affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this Agreement. If any Services are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option (a) procure the right for Customer to continue using or accessing the Services, (b) replace the Services with a non-infringing equivalent service; or (c) modify the Services to make them non-infringing. This Section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Agreement.

9.6. **Construction.** This Section 9 "Limitation of Liability; Indemnification" is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this Section 9 unenforceable or invalid, the remainder of the Section will remain in full force and effect.

10. **Confidentiality.** "Confidential Information" means any proprietary, confidential, or trade secret information disclosed in writing and marked as "confidential" by a Party to the other Party required for the Receiving Party to carry out its obligations under this Agreement. The Parties hereby stipulate that information regarding this Agreement or Schedule(s), and information regarding Iron Mountain's processes and procedures constitute Confidential Information. Confidential Information excludes 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. Confidential Information shall be used only for the purposes expressly authorized at the time it is disclosed to the receiving Party by the disclosing Party and shall not be intentionally disclosed to third parties without the disclosing Party's written consent. Neither Party shall obtain any rights in or to the Confidential Information of the other Party. Each Party shall implement and maintain reasonable safeguards designed to protect the other Party's Confidential Information.

11. **Data Protection.** Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Data against loss, damage or disclosure. The safeguards applied to Data residing in the Services are described in the Service Descriptions attached to the relevant Schedule and shall include Encryption of the Data at rest, transmitted through, or processed within Iron Mountain's systems and Data Center using industry standards. Iron Mountain shall process Data only to the extent required to carry out its obligations or exercise its rights under this Agreement or in accordance with the instructions of Customer. If Iron Mountain becomes aware of an event that compromises the security, confidentiality or integrity of Customer's Data, Iron Mountain will promptly report the incident to Customer in writing and take appropriate actions to contain, investigate and mitigate the effects of the incident. Upon termination of this Agreement, Iron Mountain shall return Data to the Customer or destroy such Data in accordance with Customer's written instructions, subject to the Fees on the applicable Schedule(s).

12. **Governmental Orders.** Iron Mountain cannot prevent access by governmental entities to Data. However, in the event Iron Mountain receives any subpoena, warrant, court order or similar such governmental agency or legal requirement ("Order") that purports to compel disclosure of Data, Iron Mountain shall promptly notify Customer of such Order (unless such notice is prohibited by law or judicial order) and shall cooperate with Customer, at Customer's expense, in the exercise of Customer's right to protect the confidentiality of Data. Iron Mountain may comply with any such Order, except to the extent Customer obtains a court order quashing or limiting such Order.

13. **Force Majeure.** Any failure or delay by either Party in the performance of its obligations under this Agreement shall not be deemed a default or grounds for liability or termination hereunder if such failure or delay is caused by an event beyond the affected Party's reasonable control, or by acts of God, governmental actions, labor unrest, acts of terrorism or war, unusually severe weather, riots, or fire (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected Party shall be excused from any further performance of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If a Party's inability to perform under the Agreement due to a Force Majeure Event persists for a period of sixty (60) days following the Force Majeure Event, the other Party may terminate only the portion of the Agreement or applicable Schedule(s) directly affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event shall not excuse payment obligations under this Agreement.

14. **General Provisions.**

14.1. **Notices.** All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand; (ii) postage prepaid certified or registered first-class mail with return receipt requested; (iii) electronic transmission; or (iv) facsimile. Notices shall be sent to the address of the other Party set forth in this Agreement or the applicable Schedule and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment or receipt of electronic transmission.

14.2. **Relationship with Third Parties.** No customer, end user or other person or entity not a Party to this Agreement shall be considered a third-party beneficiary of this Agreement.

14.3. **Severability.** If applicable law or public policy renders any portion of this Agreement unenforceable or invalid, the remainder of the Agreement shall remain in full force and effect. The following provisions shall survive any termination of this Agreement: Section 2, "The Services"; Section 3.5, "Effect of Termination"; Section 4, "Prices & Payment"; Section 7, "Intellectual Property; Ownership; Data Disclaimer"; Section 9, "Limitation of Liability; Indemnification"; Section 10, "Confidentiality"; Section 14 "General Provisions."



14.4. Choice of Law; Waiver of Jury Trial. This Agreement and any action related thereto will be governed by and interpreted in accordance with the law of the Commonwealth of Massachusetts, without giving effect to its conflicts of laws principles. Customer hereby consents to the personal jurisdiction and venue in the state and federal courts in the county in which Iron Mountain's principal place of business is located for any lawsuit filed under this Agreement or for any other proceeding arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The Parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

14.5. Assignment. Without the consent of the other Party, neither Party shall assign any right under the Agreement, except Iron Mountain may assign any such right to an Affiliate. The non-assigning Party shall not unreasonably withhold, delay or condition its consent.

14.6. Government End-User Notice. If a Schedule includes licensed software, such licensed software is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

14.7. Trade Control Laws. Each Party shall comply with, and retain responsibility for its compliance with, all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties (collectively, "Trade Control Laws"). Iron Mountain shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws if performed by Iron Mountain and it shall be in the sole discretion of Iron Mountain to refrain from being involved in such activities.

14.8. Export Laws. Applicable Trade Control Laws may include U.S. export control laws such as the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"), and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions and other controls currently imposed against Cuba, Iran, North Korea, Sudan, Syria and Crimea (territory of Ukraine) (collectively, "Restricted Countries"), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of individual or entities identified on, applicable government restricted party lists such as the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List and Debarred Parties List (collectively, "Restricted Parties").

14.9. Restricted Parties. Customer represents that neither the Customer nor any of its end users (i) is a Restricted Party; (ii) is located in, organized under the laws of or ordinarily resident in a Restricted Country; (iii) will directly or indirectly export, re-export or otherwise transfer any goods, technology or Services covered by the Agreement to Restricted Countries or Restricted Parties; or (iv) will access or otherwise use the Services from or in a Restricted Country.

14.10. Restricted Activities. Customer will not directly or indirectly use or transfer the Services (i) in violation of any Trade Control Laws; (ii) for activities directly or indirectly related to the design, development, production, stockpiling or use of nuclear explosive devices, missiles, chemical or biological weapons or other restricted end-uses; or (iii) for activities directly or indirectly related to Restricted Countries or Restricted Parties. Customer will not use the Services to export, re-export, store, host or otherwise transfer Data subject to the ITAR or subject to the EAR and controlled at a level other than EAR99/AT unless (i) Customer provides prior written notice to Iron Mountain specifying the nature of the controls and any relevant export control classification numbers and (ii) Iron Mountain consents in writing to the use of the Services for the export, re-export, storage, hosting or transfer of such content. Iron

Mountain may decline to receive content subject to export controls at a level other than EAR99/AT. To the extent that Iron Mountain agrees to accept such content, Customer acknowledges that certain operational procedures and special rates may apply thereto. Customer is solely responsible for compliance with Trade Control Laws in the use of the Services and in the use and processing of Customer Content or access to Customer Content by Customer. Customer is solely responsible for obtaining and complying with any required licenses or other authorizations under applicable Trade Control Laws for such activities.

14.11. Cumulative Remedies. Unless expressly stated otherwise in this Agreement, all rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

14.12. Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

14.13. Waiver. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time

14.14. Order of Precedence; Purchase Orders. In the event of inconsistency between this text and the terms of any Schedule, the following shall be the order of precedence: (i) this text; and (ii) the Schedule; and (iii) any other document attached hereto and made a part hereof, whether incorporated in full text or by reference. In the event that Customer issues a purchase order to Iron Mountain covering the Services, any terms and conditions set forth in the purchase order which are in addition to, in derogation of, or which establish conflicting terms and conditions to those set forth in this Agreement are hereby expressly rejected by Iron Mountain.

14.15. Entire Agreement. This Agreement and its Schedules constitutes the complete and exclusive statement of the agreement between the Parties and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.