



**SERVICE SPECIFIC TERMS AND CONDITIONS:
Iron Mountain® Iron Cloud™ Disaster Recovery Services**

The Iron Mountain® Iron Cloud™ Disaster Recovery Services are licensed for use by Customer under these Service Specific Terms and Conditions (“SSTC”) and the Framework Agreement for Managed Services between the Parties (“FAMS”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC. Capitalized terms used but not otherwise defined in this SSTC shall have the same meaning as set forth in the FAMS.

1. DEFINITIONS.

- 1.1. **“Administrator”** means (i) a Content Owner that controls, manages and/or uses any Product for its own internal use; or (ii) one or more persons or entities, other than Iron Mountain, authorized by a Content Owner to control, manage and/or use a Product for that Content Owner. A Product may have multiple Administrators and Iron Mountain expressly may rely on the authorization and instructions of any Product Administrator that agrees to these terms, until Iron Mountain receives written instructions to the contrary.
- 1.2. **“Content”** means all Data, content or other materials stored, backed-up, displayed, virtualized, processed or communicated using a Product.
- 1.3. **“Content Owner”** means the person or entity that owns, licenses, lawfully controls and/or is responsible (other than solely as an Administrator) for Content with respect to the use of the Product.
- 1.4. **“Software”** means the software and technology and all Intellectual Property of Iron Mountain and its Suppliers in the Products, including any software imbedded on Devices.
- 1.5. **“Device”** means any physical hardware device, or, as applicable, any physical hardware device that is modified using Software, as authorized by Iron Mountain, to perform the same functions as a physical hardware device.
- 1.6. **“Enhancement”** means any upgrade, update or modification to a Product. All Enhancements will be subject to this SSTC.
- 1.7. **“Online Portal”** means any web-based application or portal provided by Iron Mountain or its Supplier that contains content, policies and specifications related to the use, support and/or sale of the Products.
- 1.8. **“Product(s)”** means all products subject to the terms of this SSTC, including Devices, Software, and Services as well as all Enhancements.

2. USE OF PRODUCTS

- 2.1. **Right to Use.** Subject to terms of this SSTC and the FAMS, and the receipt by Iron Mountain of all fees applicable to a Product, Iron Mountain grants Customer a limited, revocable, non-sublicenseable, non-exclusive right and license to access and use the Product in accordance with the Documentation. Customer may use the Product solely for Customer’s internal business purposes.
- 2.2. **Ongoing Payment Requirement.** The continued right to use a Product requires Iron Mountain’s ongoing receipt of payment with respect to such Product. Use of any Product that is not properly registered and current in payments is deemed unlicensed, and Iron Mountain will have no obligation to allow access to or use of the Product or to provide any related Services.
- 2.3. **Limited Rights.** The Product is licensed, not sold. Except for the limited rights granted in this SSTC, Iron Mountain and its Suppliers retain all right, title, interest and Intellectual Property rights in the Products and Services, and all copies thereof. The Products contain material that is protected by United States copyright, patent and trade secret law, and by international treaty provisions. All Intellectual Property and other rights in and to the Products not expressly granted under this SSTC and the FAMS are expressly reserved by Iron Mountain and its Suppliers.

- 2.4. Third Party Technology. Certain Products may contain third party technology licensed by or on behalf of Iron Mountain or its Suppliers, the use of which is subject to such third parties' license terms. These terms are located under the heading "Third Party Terms" on the Online Portal to which Customer will be provided access. Customer hereby agrees that Customer's use of a Product is deemed Customer's express consent to all such Third Party Terms. As to all such third party technology: (i) it is provided on an "AS IS" basis, without warranty of any kind; and (ii) neither Iron Mountain nor its Suppliers, will be liable for damages of any kind, including direct, indirect, incidental, special, exemplary, punitive, or consequential damages, nor will Iron Mountain indemnify Customer for any claims related to any third party technology. Except as may be provided in the Third Party Terms, Customer's sole and exclusive remedy with regard to any defect, claim, or other dispute relating to the third party technology is to cease its use.
- 2.5. Beta Products. Iron Mountain may designate certain Enhancements or new Products as "Beta Product." Such Beta Product will not be ready for use in a production environment and its operation may be unpredictable and lead to erroneous results. Customer is under no obligation to use a Beta Product. If Customer chooses to use a Beta Product, Customer agrees the Beta Product (i) is experimental and has not been fully tested; (ii) may not meet Customer's requirements; (iii) use or operation may not be uninterrupted or error free and is for purposes of evaluating and testing the product and providing feedback to Iron Mountain. Customer agrees to report promptly to Iron Mountain any errors or other deficiencies in the Beta Product and will hold all information relating to use and performance of the Beta Product in strict confidence and not disclose such information to any unauthorized third parties. Use of any Beta Product is otherwise subject to the terms of this SSTC and the FAMS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SSTC OR THE FAMS, ALL BETA PRODUCT IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against Iron Mountain and its Suppliers arising out of Customer's use of any Beta Product.

3. LIMITATIONS ON RIGHTS OF USE

- 3.1. General Restrictions. Customer may not on its own, nor may it permit or facilitate any third party to: (i) use any Product other than as permitted under this SSTC; (ii) remove any Product identification or other notices or proprietary rights notice contained on or in the Product or Documentation; (iii) access or use any Product in any manner that could damage, disable, overburden, or otherwise interfere with or disrupt the Products, any networks or security systems; (iv) reverse engineer, decompile, disassemble, or attempt to extract the source code from any Product, except to the extent that this restriction is expressly prohibited by applicable law; (v) modify or create derivative works of any Product; (vi) alter any disabling mechanism which may reside in a Product; (vii) assign, sublicense, rent, timeshare, loan, pledge, lease, or otherwise transfer the Products, or directly or indirectly permit any unauthorized third party to use or copy the Products; (viii) conduct, disclose or publicize the results of any form of public benchmarking of the Products; (ix) extract portions of the Product ; or (x) access any Product to (a) build a competitive product or service; (b) copy any, or build a product using, similar ideas, features, functions, or graphics of the Product.
- 3.2. Limitation on Product Use/Content. Use of the Products and Content must at all times be in compliance with all applicable foreign, federal, state and local laws, rules and regulations. The Products and Content may not (i) be used to send any unsolicited commercial email or invitation; (ii) be used to request, collect, store, or disclose any unencrypted personally identifiable data (such as payment card numbers or social security numbers) in violation of any applicable privacy law or regulation; (iii) be deceptive, fraudulent, harmful, abusive, harassing, threatening, indecent, obscene, racially, ethnically, or otherwise objectionable, hateful, tortious, libelous, defamatory, slanderous, or otherwise unlawful; (iv) infringe or misappropriate any Intellectual Property or other rights of any third party; (v) be used in a manner which constitutes or encourages conduct that could be a criminal or civil offense under any applicable law or regulation; (vi) contain or be used to transmit or otherwise make available any viruses or similar

malicious software that may damage the operation of any computer, network, system or the Products; (vii) violate the terms of any license agreement or other agreement or terms of use to which the Content Owner, Administrator or Content is subject; or (viii) be used to send materials to individuals under the age of majority in his or her place of residence (“Minors”), or to harm Minors in any way, or that would subject Iron Mountain to any local or international law, rule, or regulation governing children's privacy or otherwise related to protecting Minors.

- 3.3. Iron Mountain’s Rights. In the event that Iron Mountain reasonably believes that any Product use or Content: (i) violates any of the restrictions in the foregoing sections; (ii) may disrupt or threaten the operation or security of any computer, network, system or the Products; or (iii) may otherwise subject Iron Mountain to liability, Iron Mountain reserves the right to refuse or disable access to the Product or Content. Iron Mountain may also take such action pursuant to the Digital Millennium Copyright Act and/or as required to comply with law or any judicial, regulatory or other governmental order or request. Iron Mountain will use reasonable efforts to contact the Customer prior to taking such action. Notwithstanding the foregoing, Iron Mountain may restrict access to any Product or Content without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that we take any such action without prior notice, we will provide notice to the Administrator within a reasonable time, unless prohibited by law.
- 3.4. Certain Uses Not Supported. The Products will not be supported by Iron Mountain, and all warranties will be void, if the Products are modified in any way or used in a manner for which they are not intended, including but not limited to (i) using software or hardware that is not intended, recommended or approved by Iron Mountain for the Product; (ii) installing a different operating system (OS) on a Device; (iii) except for a limited testing period or in the event of a documented business continuity event, using a Product in a virtualized production environment instead of as a backup application; or (iv) use, access and support of any Product by other than authorized personnel who are knowledgeable about the Product, Service and Content involved and are able to demonstrate the required level technical competency with respect to the use of the Product.
- 3.5. Customer’s Obligations. Customer agrees to immediately notify Iron Mountain of any unauthorized use, copying, or disclosure of the Product or Content, of which Customer becomes aware and agree to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. Customer acknowledges and agrees that any breach of this Section 3 may cause immediate and irreparable injury to Iron Mountain, and in the event of such breach, Iron Mountain shall be entitled to seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

4. THIRD PARTY ADMINISTRATOR RESPONSIBILITIES REGARDING CONTENT AND PRODUCT USE

When a third party Administrator manages or uses any Product on behalf of a Content Owner, such Administrator will be responsible for obtaining Content Owner’s authorization and complying with Content Owner’s instructions at all times with respect to the use of the Product and access to Content, including but not limited to: type of Service, retention settings, Device settings, backup settings, management of Content, deletion of Content, transition of Product or Content to a different Administrator, and transition assistance and cooperation upon termination or expiration of any relationship between or among Administrator, Content Owner and/or Iron Mountain. Iron Mountain expressly may rely on the authorization of any Administrator with respect to access and control of Content.

5. MAINTENANCE, SUPPORT AND TRAINING

- 5.1. Iron Mountain’s Maintenance and Support. Iron Mountain, through its Supplier, will provide reasonable Support Services for the Products in accordance with Iron Mountain’s then-current maintenance and support programs, Documentation, and the Service Level Agreement attached to this SSTC as Attachment 1.

- 5.2. Direct Support. By requesting Support Services directly from Iron Mountain, Customer represent that Customer are authorized to do so and are knowledgeable about the Product, Service and Content involved and are able to demonstrate the required level technical competency with respect to the use of the Product. Iron Mountain reserves the right not to provide direct Support Services to any person not meeting these requirements.
- 5.3. Support Authorization. Customer agrees to cooperate in good faith to implement Iron Mountain's suggestions and solutions, and assist Iron Mountain in maintenance and troubleshooting issues, with respect to Support Services related to the Products. Iron Mountain may rely on the instructions and authorizations given to Iron Mountain by any Administrator with access to a Product, and Iron Mountain will have no obligation to inform any other Administrator of the Product of the same.
- 5.4. Training. Iron Mountain will make available opportunities for training on certain Products. Iron Mountain's training provides instruction on the general use and functionality of the Products but is not the same, and should not be relied on, as advice in specific technical support situations. Customer acknowledge and agree that Iron Mountain will not be liable for any statements or omissions made during training or contained in training materials.

6. SECURITY

- 6.1. Customer's Responsibility for Security. In no event will Iron Mountain be responsible for any physical, administrative, or technical controls related to Products or Content not under the exclusive control of Iron Mountain, including but not limited to local Device access, LAN or internet connectivity. Customer is responsible for the proper configuration and maintenance of security measures and for determining the security measures appropriate for the Content, including locally encrypting sensitive Content.
- 6.2. Iron Mountain's Security Measures. Iron Mountain will implement commercially reasonable physical, technical and administrative measures designed to help secure Content under Iron Mountain's control against accidental or unlawful loss, access or disclosure. However, no password-protected system of data storage and retrieval can be made entirely impenetrable. Customer acknowledges and agrees that despite the reasonable measures employed, the Products and Content are not guaranteed against all security threats or other vulnerabilities.

7. UPDATES AND TESTING

- 7.1. Right to Change Products. Iron Mountain reserves the right at any time, in its sole discretion, to make Enhancements to, replace, modify, discontinue or add to the Products, including revisions to any and all related Documentation or other terms and conditions associated with such Products.
- 7.2. Remote Testing and Updates. Customer agrees that Iron Mountain may, at any time and from time to time, interact remotely with any deployed Product in order to test, troubleshoot, or update such Product.
- 7.3. Changes to Terms of Use. Iron Mountain reserves the right at any time to modify the terms of use for the Products. Updated terms of use will be presented to Customer for acceptance the next time Customer accesses any Product or Online Portal following the update. If Customer does not agree to any updated terms of use, Customer must terminate its use of the Products and all Online Portal accounts immediately. Iron Mountain may also modify and update Third Party Terms, Documentation, and other support materials. All such changes are effective immediately upon posting to the Online Portal and Customer should review such materials on a regular basis so that Customer will be apprised of any changes.

8. USE OF INFORMATION

- 8.1. Use of Aggregate Data. Notwithstanding anything else in this SSTC or the FAMS, Iron Mountain may evaluate and process use of Products and Content in an aggregate and anonymous manner, and compile statistical and performance information related thereto (referred to as "Aggregate Data"). Iron Mountain may use and share such Aggregate Data to improve Products, develop new products, understand and/or analyze usage, demand, and general industry trends, develop and publish white papers, reports, and databases summarizing the foregoing, and generally for any purpose related to Iron Mountain's business.

Iron Mountain retains all Intellectual Property Rights in Aggregate Data. For clarity, Aggregate Data does not include any personally identifiable information nor identify any Content Owner.

- 8.2. Log Data. Operational data concerning use of the Products, including but not limited to, information servers automatically record relating to the access and use of the Products, such as IP address, authentication tokens, access logs, device settings and Online Portal settings are used by Iron Mountain to provide the Services and Iron Mountain may use such Log Data without restriction.

9. **WARRANTY AND DISCLAIMER**

- 9.1. Limited Iron Mountain Hardware Warranty. Applicable warranties for Devices purchased from Iron Mountain are available on the appropriate Online Portal. If Iron Mountain sells or distributes products developed by third parties, Iron Mountain shall have no warranty obligations with respect to such products, and the warranty shall be limited to the warranty provided by the developer of the product.
- 9.2. Limited Iron Mountain Services Warranty. Iron Mountain warrants that it will perform the Services in a professional and workmanlike manner in accordance with industry standards.
- 9.3. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE FAMS AND THIS SSTC, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRON MOUNTAIN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, DATA SECURITY, QUIET ENJOYMENT, TITLE, AND/OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. IRON MOUNTAIN DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ANY CONTENT OWNER, ADMINISTRATOR, CUSTOMER OR USER REQUIREMENTS OR THAT THE OPERATION OF ANY PRODUCT WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IRON MOUNTAIN MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PRODUCTS' COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING ANY LAW OR REGULATION SPECIFICALLY APPLICABLE TO ANY CONTENT OWNER OR INDUSTRY AND DISCLAIMS ALL LIABILITY ASSOCIATED THEREWITH. THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER RISKS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. IRON MOUNTAIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. IRON MOUNTAIN DISCLAIMS ANY DUTIES OF A BAILEE, AND CUSTOMER HEREBY WAIVE ALL RIGHTS AND REMEDIES OF A BAILOR (ARISING UNDER COMMON LAW OR STATUTE), RELATED TO OR ARISING OUT OF ANY POSSESSION, STORAGE, TRANSMISSION OR SHIPMENT OF CONTENT BY IRON MOUNTAIN OR ANY OF AFFILIATES, CONTRACTORS OR AGENTS. IRON MOUNTAIN MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY COMPONENTS. IRON MOUNTAIN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY OF INFORMATION, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE THIRD PARTY COMPONENTS. CUSTOMER SHOULD CONSULT THE RESPECTIVE VENDOR OR MANUFACTURER OF THE THIRD PARTY COMPONENTS FOR WARRANTY AND PERFORMANCE INFORMATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IRON MOUNTAIN OR ANY RESELLER, ADMINISTRATOR OR OTHER PARTY WILL CREATE ANY ADDITIONAL IRON MOUNTAIN WARRANTIES, ABROGATE THE DISCLAIMERS SET FORTH ABOVE OR IN ANY WAY INCREASE THE SCOPE OF IRON MOUNTAIN'S OBLIGATIONS HEREUNDER.

Attachment 1

Service Level Agreements (SLAs) for Iron Mountain® Iron Cloud™ Disaster Recovery Service

Service Level Objectives Guideline Summary

Iron Mountain will use commercially reasonable efforts to make Iron Mountain Iron Cloud Disaster Recovery Service available with a Monthly Uptime Percentage (defined below) of at least 99.9% during any monthly billing cycle (the “Service Commitment”).

Technical Help Desk Service Level Objectives (SLOs). Iron Mountain shall classify all service errors as follows:

Error Severity	Definition
1 (“S1”)	Critical: Severe problem preventing Customer or group of customers from performing critical business functions
2 (“S2”)	High: Customer or group of customers able to perform job function, but performance of job function degraded or severely limited
3 (“S3”)	Medium: Customer or group of customers performance of job function is largely unaffected
4 (“S4”)	Low: Minimal system impact; includes feature requests and other non-critical errors

Iron Mountain will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the service according to severity level. The table below sets forth Iron Mountain targets for service support responses to service Errors based on severity level:

SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
S1	30 minutes response time	Continuous until resolution is achieved	Two updates daily
S2	One Hour response time	Continuous until resolution is achieved, Prioritized behind S1	One update Daily
S3	Four Hour response time	During business hours	Two weekly updates
S4	One Day response time	During business Hours prioritized behind S3	Once a week

The Reverse RoundTrip Service Levels:

Customer can order a Reverse RoundTrip from Iron Mountain, detailing what data needs to be retrieved and the desired file format. The order can be placed on the Portal or with the help of an Account Manager or Support Technician.

The following are estimates, and not guarantees, for the time required to sync data from the Cloud to the RoundTrip unit.

File Format	Unit Capacity	Estimate for Syncing Data in Datto Cloud to RoundTrip
ZFS	2TB	Ships within 3 business days of request
	4TB	Ships within 5 business days of request
	> 4TB	Best effort for data sets larger than 4TB (expect sync rate of 1TB per day)
NTFS & EXT4	2TB	Ships within 6 business days of request
	4TB	Ships within 10 business days of request
	> 4TB	Best effort for data sets larger than 4TB (expect sync rate of 1TB per day)

Maintenance or System Updates means a generally available release of the system that typically provides maintenance corrections only or bug fixes, security patches designated by Iron Mountain. Iron Mountain system will be subjected to scheduled planned maintenance and other unforeseen unplanned maintenance. System maintenance may affect the service window for customer; however Iron Mountain will communicate seven days in advance on the planned maintenance scheduled to customers. Iron Mountain shall take all precautions to make sure the customer data is unaffected during maintenance; however it will be customer's responsibility to make sure all data is correct and verified after the maintenance cycle. For any unforeseen system issues, Iron Mountain may bring the system under maintenance for performance, security and compliance reasons without prior notice. Iron Mountain also reserves the right to implement security patches and perform system upgrades. Iron Mountain shall communicate to its customers on the details of the system upgrade. Customer is solely responsible for any issues in their system as a result of the upgrade. Customer shall promptly report to Iron Mountain all problems with the service, and shall implement any corrective procedures provided by Iron Mountain reasonably promptly after receipt.

End of Availability. Iron Mountain may, at its discretion, decide to end the availability of all or certain features of Iron Mountain Iron Cloud Disaster Recovery Service ("End of Availability"). Iron Mountain shall communicate to all its customers' notice of End of Availability, or the last date of general commercial availability of the affected service and the timeline for discontinuing the Services. Iron Mountain shall have no obligation to provide such Services that are outside of the End of Availability.

Service Level Agreement Performance Review

Should 100% delivery of stated SLA timeframes for each SLA category, excluding exemptions, not be consistently achieved or possible, Customer acknowledges that periodic review of SLA performance will be necessary. Such review could lead to changes in provisions of this SLA to accomplish the goal of 100% delivery of stated SLA timeframes for each SLA category, excluding exemptions. In the event such a SLA review and remediation is necessary, the Iron Mountain Project Manager, Iron Mountain Program Manager, and Iron Mountain Executive Management Sponsor will convene with Customer to address issues of non-performance and remedies and take such action or revisions to this SLA as required for the meeting of the stated goals.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of Iron Cloud Disaster Recovery Service, or any other performance issues: (i) that result from a suspension as a result of security issue; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Iron Mountain; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of Customer's right to use Iron Cloud Disaster Recovery Service in accordance with the Agreement (collectively, the "Iron Cloud Disaster Recovery Service SLA Exclusions").