



**SERVICE SPECIFIC TERMS AND CONDITIONS:
IRON MOUNTAIN® IRON CLOUD™ SERVER BACKUP**

The Iron Mountain® Iron Cloud™ Server Backup Service is licensed for use by Customer under these Service Specific Terms and Conditions (along with Exhibit A, the “SSTC”) and the Framework Agreement for Managed Services (or Framework Amendment 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.

1. Definitions.

“**Agent**” means the software or virtual appliance (including any new releases, error corrections, or updates) that will enable Customer’s Data to be transmitted to and retrieved from Iron Mountain’s servers for the Services described in the applicable Schedule. The definition of “Services” as defined in the FAMS is modified to include the Agent.

“**Appliance Hardware**” means Supplier hardware (including any Appliance Software) resold by Iron Mountain to Customer as set forth in the applicable Schedule.

“**Appliance Software**” means any operating system and any other software preloaded or otherwise installed onto the Appliance Hardware.

“**End User**” means the final purchaser or licensee that has acquired the Services for its own internal use and not for distribution, resale or remarketing.

“**Executable Code**” means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

“**Leased Appliance**” means any hardware device (including any Agent, operating system and any other software preloaded or otherwise installed onto the hardware) leased by Iron Mountain to Customer as part of the Services, and described in the applicable Schedule.

“**Licensed Software**” means the machine-readable, object-code version of Iron Mountain’s or its Suppliers’ proprietary software, including without limitation the Agent and Appliance Software, including all related Documentation and any modified, updated or enhanced versions of the program that Iron Mountain may provide to Customer.

“**Products**” means the Leased Appliance and any Appliance Hardware.

“**Source Code**” means the human-readable version of a software program than can be compiled into Executable Code.

“**System**” means the computer hardware and software (including, without limitation, the Licensed Software and other software applications, software interfaces, operating system and databases), data storage and all other resources (including, without limitation, telecommunications equipment) used by Iron Mountain or its Suppliers to make the Licensed Software and Customer’s Data available to, and usable by, Customer via the Internet.

2. License.

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

2.2. License Grant for Software. If Customer is licensing Licensed Software (excluding the Agent and Appliance Software) from Iron Mountain, as set forth on the 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 for whom licenses are purchased hereunder shall be bound by and comply with this SSTC. If applicable, delivery of Licensed Software will be Ex Works, premises of Iron Mountain's Supplier, as such term is defined by Incoterms 2000.

2.3. Appliance Hardware Terms. With respect to Appliance Hardware purchased by Customer from Iron Mountain as set forth in a Schedule, (i) Customer shall pay all shipping and handling fees for delivery of Appliance Hardware, where applicable; and (ii) delivery of Appliance Hardware will be Ex Works, premises of Iron Mountain's Supplier, as such term is defined by Incoterms 2000. Iron Mountain will arrange for and manage shipment of Appliance Hardware to Customer's designated destination, including purchasing insurance (for the full value of the Appliance Hardware) for Customer's benefit, at Customer's cost and expense, subject to Customer's prior written approval. Title to the Appliance Hardware and risk of loss passes to Customer when Iron Mountain or its Supplier delivers the Appliance Hardware to the selected carrier. All Appliance Hardware are deemed accepted upon delivery. With respect to Appliance Software, Iron Mountain grants to Customer a non-exclusive, non-transferable, perpetual license to use the Appliance Software on the applicable Appliance Hardware for internal business purposes only and in accordance with the Documentation, subject to the restrictions set forth in the FAMS.

3. **Term.** The term of this SSTC shall commence on the Effective Date and shall continue for so long as the applicable Schedule(s) are in effect.

4. **Warranties.**

4.1. Licensed Software Warranty. 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. Customer shall make any claim that the Licensed Software fails to comply with any implied warranties arising under applicable law within one (1) year following delivery of the Licensed Software. **Customer's exclusive remedy and Iron Mountain's sole liability for any breach of an implied warranty will be for Iron Mountain to use reasonable efforts to correct promptly any documents, errors and defects to make the Licensed Software operate in conformance with such implied warranties.** If Suppliers of third party software provide their own warranties, Iron Mountain shall provide such warranty statements to Customer, if available.

4.2. Iron Mountain Appliance Hardware Warranty. With respect to Appliance Hardware, Iron Mountain will transfer, pass along and upon the request of Customer, assert for the benefit of Customer any warranties of the manufacturer or other commitments or obligations of the manufacturer. The warranty passed through to Customer will be, at a minimum, the same warranty as Iron Mountain's Supplier receives from the applicable hardware manufacturer, and in no event will be less than the standard warranty Iron Mountain's Supplier passes through to its direct customers purchasing the same Appliance Hardware. Iron Mountain will ensure that its Supplier acts as Customer's single point of contact for any warranty claims. During the term of the warranty offered by the hardware manufacturer, Iron Mountain will arrange for return of the defective product, shipment of replacement parts or, as applicable, shipment of replacement hardware on Customer's behalf. To initiate a warranty claim, Customer must notify Iron Mountain of a problem with the Appliance Hardware in question and provide sufficient information so that Iron Mountain can troubleshoot and determine whether the failure is hardware or software related. Iron Mountain will not accept any returns for defective Appliance Hardware except in accordance with the applicable Appliance Hardware warranty. In the case of physical damage upon delivery, Iron Mountain will assist Customer in filing a claim under the shipping insurance referenced in Section 2.3.

4.3. Limitation and Disclaimer. UNLESS EXPRESSLY SET FORTH HEREIN OR OTHERWISE SPECIFIED BY AN IRON MOUNTAIN SUPPLIER, IRON MOUNTAIN AND ITS SUPPLIERS PROVIDE ALL APPLIANCES, DOCUMENTATION, AND LICENSED SOFTWARE WITHOUT WARRANTIES OF ANY KIND. IRON MOUNTAIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE LICENSED SOFTWARE, OR THAT IRON MOUNTAIN OR ITS SUPPLIERS WILL CORRECT ALL DEFECTS. IRON MOUNTAIN MAKES NO WARRANTY THAT THE LICENSED SOFTWARE WILL RUN PROPERLY ON ALL HARDWARE (EXCLUDING APPLIANCE SOFTWARE), THAT THE APPLIANCE HARDWARE WILL MEET THE NEEDS OR REQUIREMENTS OF CUSTOMER OR ITS USERS, OR THAT THE LICENSED SOFTWARE OR APPLIANCE HARDWARE WILL OPERATE IN THE COMBINATIONS SELECTED FOR USE BY CUSTOMER. THE WARRANTIES SET FORTH IN THE FAMS AND ABOVE IN THIS SECTION 4 ARE THE SOLE AND EXCLUSIVE WARRANTIES OF IRON MOUNTAIN UNDER THE 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 AND IRON MOUNTAIN WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIM OR DEMAND AGAINST CUSTOMER IN CONNECTION WITH THIS SECTION 4. CUSTOMER SHALL MAKE ALL WARRANTY CLAIMS UNDER THIS AMENDMENT WITH RESPECT TO THE SERVICES IN WRITING WITHIN FIFTEEN (15) DAYS AFTER DELIVERY OF THE NON-COMPLIANT SERVICES, OTHERWISE, CUSTOMER IRREVOCABLY WAIVES SUCH CLAIM.

5. Supplier Required Terms and Conditions. Customer acknowledges that the Licensed Software and its structure, organization and Source Code constitute valuable intellectual property of Supplier. Accordingly, unless otherwise authorized by Supplier, 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 SSTC; (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.

Exhibit A

Support Services

1. **UPDATES.** Iron Mountain shall make available to Customer when and if available, and within a reasonable time after publication, one (1) copy of each maintenance release, new version, and any associated Documentation for each copy of the Licensed Software licensed by Customer; provided, however, that new versions for third party software are not included but may be purchased separately for an additional fee. Any license keys provided may be used only with the specific Licensed Software, Leased Appliance, or Appliance Hardware for which it is issued and may not be used for unlicensed equipment for which Customer has not purchased Support Services.

2. **SUPPORT.**

2.1 Support Services.

(a) Generally. Standard support of the Services includes: (i) assistance related to questions on the installation and operational use of the Licensed Software and Services; (ii) assistance in identifying and verifying the causes of suspected errors in the Licensed Software and Services; (iii) providing workarounds for identified errors or malfunctions in the Licensed Software, where reasonably available to Iron Mountain; and (iv) access to Iron Mountain's or its Supplier's Customer Service Portal.

(b) Appliances. Standard support of the Appliance Software (if applicable) is as set forth in Section 2.1(a) of this Exhibit A; provided, however, that if Appliance Software includes an operating system, support and maintenance may be provided through Iron Mountain, Supplier, or the Appliance Hardware manufacturer, as applicable. Standard support of Appliance Hardware includes: (i) assistance related to questions on the installation and operational use of the Appliance Hardware; (ii) identification of hardware related issues; and (iii) a warm hand off to the hardware manufacturer, which is responsible for providing support for all hardware related issues in accordance with the terms of such hardware manufacturer's support terms and conditions.

2.2 Availability. Support Services will be available 24 hours per day, 7 days per week, 365 days per year.

2.3 Methods of Support. Support Services will be available via web submission, e-mail and telephone.

2.4 Error Correction. Iron Mountain shall use commercially reasonable efforts to correct any reproducible error in the Licensed Software in accordance with the following schedules. Upon identification of any error, Customer shall notify Iron Mountain of such error and provide Iron Mountain with enough information to allow Iron Mountain to reproduce the error. Notwithstanding anything to the contrary in the FAMS, Iron Mountain shall have no obligation to correct all errors in the Licensed Software. Each support request will be assigned a priority in accordance with the following guidelines:

Priority Level	Definition	Examples
Critical	Severe problem impacting the customer's business operations <ul style="list-style-type: none">• Production system crash or hang• Disaster Recovery	<ul style="list-style-type: none">• Vault down• Critical restore failure• Corrupt data index• Appliance does not start
High	Production system adversely impacted. <ul style="list-style-type: none">• Performance of job function degraded, severely limited, or is incorrect and unavailable.	<ul style="list-style-type: none">• License activation failed• Backups failing 2+ times• Restore failures
Medium	Non-critical questions, problems or defects. <ul style="list-style-type: none">• Performance of job function is largely unaffected.	<ul style="list-style-type: none">• License key expiration• Backup failing for first time• Configuration or installation questions
Low	Informational	<ul style="list-style-type: none">• Questions on product use• Requests for documentation• Requests for features

Iron Mountain shall use commercially reasonable efforts to correct any reproducible error in the Licensed Software with a level of effort commensurate with the severity of the error in the following time frames:

Priority Level	Initial Response	Status Updates	Workaround / Fix Target	Solution
Critical	1 hour	Every 4 hours (excluding data restores; notification will occur at the beginning and end of the restore process)	Commercially reasonable continuous effort until workaround or emergency Hot Fix (a single use emergency patch) is created	Workaround or Hot Fix, if required. Use commercially reasonable effort to include fix in next release for general distribution
High	2 hours	Every 8 hours	2 business days / 5 business days	Workaround or Hot Fix, if required. Use commercially reasonable effort to include fix in next release for general distribution
Medium	4 hours	Every day	5 business days / 10 business days	Use commercially reasonable effort to include fix in next release for general distribution
Low	Within 1 business day	Every two days	N/A	N/A

2.5 **Limitations.** Iron Mountain shall not be responsible for correcting any errors not reproducible by Iron Mountain on the unmodified Licensed Software or errors caused by any of the following: (a) Customer's failure to implement all maintenance releases or new versions issued by Iron Mountain or its Supplier; (b) changes to Customer's operating system or environment that adversely affect the Licensed Software; (c) any alterations of or additions to the Licensed Software or Services made by parties other than Iron Mountain; (d) use of the Licensed Software or Services in a manner for which it was not designed; (e) accident, negligence, or misuse of the Licensed Software; or (f) use of the Licensed Software on a CPU other than the designated CPU(s) for the Licensed Software at issue. Iron Mountain shall only be obligated to support a particular version of the Licensed Software for a period of one (1) year from the date of commercial release of such version or through six (6) months following the date of commercial release of the subsequent Licensed Software version (maintenance release or new version), whichever is longer.

2.6 **Training and Consulting Services.** Upon request of Customer, Iron Mountain or its Suppliers can provide training and/or consulting services for an additional fee and subject to the signing of a Statement of Work describing such services. Support for any earlier versions of the Licensed Software or for errors not covered under this Exhibit A will be provided only in accordance with a Statement of Work.

3. **CUSTOMER RESPONSIBILITIES.** Customer shall ensure that only persons properly trained in the operation and usage of the Licensed Software will utilize the Support Services. Customer's principal contacts for Support Services are set forth in the applicable Schedule. Upon request, Customer shall allow the use of on-line diagnostics of the Licensed Software during error diagnosis.