DATA PROCESSING AGREEMENT (ESTONIA)

ANTECEDENTS

(A) This Data Processing Agreement ('**DPA**') sets out the terms and conditions for the processing of personal data under the Service Agreement(s) (the '**Agreement**') signed between Iron Mountain and its customer (the '**Customer**'), pursuant to which the Customer acquires certain the services from Iron Mountain and Iron Mountain provides those services to the Customer. This DPA is incorporated into and forms inseparable annex of the Agreement by reference.

(B) Iron Mountain acts as a data processor or sub-processor and the Customer acts as a data controller or as a data processor, the concepts of which are further defined in the data protection laws (the '**Data Protection Regulation**'). Within the meaning of this DPA, Data Protection Regulation shall mean all applicable data protection laws, including but not limited to the General Data Protection Regulation (the "**GDPR**" (2016/679/EU)) and the instructions and binding orders of the data protection authorities. "**Supervisory Authority**" shall mean the local data protection authority or any other regulatory/supervisory authority, governmental body.

1. PURPOSE OF DATA PROCESSING

The purpose of the processing of the personal data by Iron Mountain is the performance of the services pursuant to the Agreement. The types of personal data processed, the categories of data subjects concerned, and the contact details of Iron Mountain's data protection officer are specified in **Appendix 1** of this DPA.

2. CUSTOMER RIGHTS AND OBLIGATIONS

The Customer shall

(i) process the personal data in compliance with the Data Protection Regulation;

(ii) be entitled to give written instructions to Iron Mountain on the processing of personal data. Such instructions shall be binding on Iron Mountain on the condition that if the completion of the instructions requires the provision of services under the Agreement, or result in costs emerging on Iron Mountain's side, Customer shall simultaneously pay the applicable service fees/emerging costs. Iron Mountain will not meet any Customer instructions which are contrary to any Sections of this DPA;

(iii) at all times retain the control and authority over the personal data. If any data subject requested for information on the processing of personal data, requested the correction of the personal data, disputed the legality of data-processing, or otherwise required the termination of data-processing, or the deletion or blocking of personal data, the Customer shall immediately instruct Iron Mountain to take the appropriate measures; and

(iv) inform Iron Mountain of the categories of personal data processed under the Agreement, and the data subjects involved with data-processing. Iron Mountain raises the Customer's attention that it provides the services on the physical forms of Customer's documents (Articles, Folders, Boxes, etc.), but not directly on the content of these documents, so particularly on the personal data contained therein. Given this, it is Customer's responsibility to notify Iron Mountain in writing should the personal data/data subjects involved with data-processing would be other than as listed in **Appendix 1**.

3. IRON MOUNTAIN RIGHTS AND OBLIGATIONS

3.1. Iron Mountain shall

(i) not use personal data for any purposes other than those specified in the Agreement and this DPA;

(ii) process personal data in accordance with the Data Protection Regulation;

(iii) process personal data only in accordance with written instructions from the Customer (taking into account Section 2 (ii)). Iron Mountain shall immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Regulation. Nonetheless, Iron Mountain emphasizes again that it directly processes the documents/media of the Customer only, so in most cases, Iron Mountain is unable to assess whether the Customer's instruction was legal;

(iv) assist the Customer in its response to meet requests from data subjects;

(v) provide the Customer with all information necessary to demonstrate compliance with Iron Mountain's obligations set out in this DPA and in the Data Protection Regulation;

(vi) allow for and contribute to audits conducted by the Customer as set forth in Section 7 of this DPA;

(vii) process the personal data only during the term of this DPA;

(viii) ensure that its personnel/subcontractors authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2. This DPA shall not prevent Iron Mountain from processing the Personal Data as required by law, regulation or by a competent court or Supervisory Authority. If any Supervisory Authority or competent court makes such a request, Iron Mountain shall inform the Customer of that legal requirement before processing, or if the authority/court order requires an immediate or short notice response, once possible, unless such notice is prohibited by the Data Protection Regulation or the respective warrant.

Data security

3.3 Iron Mountain shall implement and document reasonable technical and organisational measures to ensure confidentiality, integrity and availability of personal data, and to protect the personal data against unlawful processing.

3.4 Iron Mountain shall periodically test, assess and evaluate the effectiveness of its technical and organisational measures.

Personal Data Breach notification

3.5 In the event of a '**Personal Data Breach**', i.e., a breach of security leading to accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to the personal data, Iron Mountain will without undue delay notify the Customer via e-mail.

3.6 The Personal Data Breach notification shall contain at least the following (to the extent Iron Mountain is privy to such information): a description of the nature of the Personal Data Breach including, the categories and approximate number of data subjects concerned, and the categories and approximate number of data records concerned; a description of likely consequences of the Personal Data Breach; and a description of the measures taken to address the Personal Data Breach and to mitigate its possible adverse effects.

3.7 Where, and in so far as it is not possible to provide all these information at the same time, the information may be provided in phases without undue further delay. In such cases when certain information cannot be provided by Iron Mountain to the Customer at all, Iron Mountain will inform the Customer accordingly.

3.8 Iron Mountain shall document all Personal Data Breaches, and shall have the record available to the Customer upon request.

3.9 Iron Mountain shall take appropriate steps to protect the personal data after having become aware of a Personal Data Breach in order to limit any possible detrimental effect to the data subjects. Iron Mountain will cooperate with the Customer to respond to the Personal Data Breach.

4. RETURNING OR DESTRUCTION OF PERSONAL DATA

4.1 With respect to personal data stored on physical Customer assets, such as Articles, upon termination/expiry of the Agreement, based on Customer's specific instructions, but always subject to Iron Mountain's fees (or any emerging costs) payable by the Customer, Iron Mountain shall either destroy or return to the Customer all such physical assets. If the Customer fails to give any instructions within 15 calendar days of the termination/expiry of the Agreement, Iron Mountain shall send a written notice to the Customer requesting to receive within 15 calendar days specific instructions whether to destroy or to return the assets. Should the Customer fail to provide written instructions

within this timeframe, and pay the applicable fees (costs), then the Customer hereby authorises Iron Mountain that, upon its own discretion, further store, delete/destruct or return all these assets even after the termination/expiry of the Agreement.

4.2 With respect to personal data not stored on the physical Customer assets, Iron Mountain shall delete the personal data once the Agreement terminated/expired. Back-up data might be retained on back-up tapes as long as such tapes are overridden.

4.3 Upon Customer's request, Iron Mountain shall confirm to the Customer in writing that the deletion/destroy or return of Personal Data has been accomplished.

5. TRANSFER OF PERSONAL DATA

5.1 Iron Mountain will always keep all physical Customer assets (including Articles/Folders/Boxes) within Estonia. However, the scanned images taken of the Customer's Articles (upon Customer's order), as well as the electronically available inventory listings/data related to the stored Customer assets might be kept and processed on IT-systems/servers which are located outside the European Economic Area (EEA), in third countries. The Customer consents that the aforementioned, electronically available information will be processed on IT-systems/servers located outside the EEA in the countries listed in **Appendix 2**. The foregoing right is subject to such transfers being under the terms of the EU Commission's Standard Contractual Clauses or similar approved mechanisms. Customer hereby entrusts Iron Mountain to enter into EU Commission's Standard Contractual Clauses on Customer's behalf.

5.2 For any personal data transfer other than in 5.1 (e.g. wider scope of transfer, new country location), Iron Mountain shall inform the Customer in advance. Unless the Customer objects in writing within 15 calendar days of being informed by Iron Mountain to such a transfer, Iron Mountain may process such transfer, provided that the appropriate safeguards (EU Commission's Standard Contractual Clauses, etc.) are in place. If Customer made an objection within the given timeline, Iron Mountain will use reasonable efforts to change its data transfer system or recommend a commercially reasonable change to the Customer's use of the services under the Agreement to avoid transfer of the personal data. If Iron Mountain is unable to make available such a change or if Customer rejects such a change within 60 calendar days, the Customer may terminate within further 60 calendar days from Iron Mountain's notice (or – if Iron Mountain failed to reply – from the expiry of the 60 days available for Iron Mountain's notice) the Agreement. If Customer fails to send such a termination notice to Iron Mountain within this deadline, this shall be considered as consent to transferring the personal data the said way.

6. SUB-PROCESSORS (SUBCONTRACTORS)

6.1 The Customer acknowledges and agrees that (a) Iron Mountain's affiliates or parent companies may be retained as sub-processors; and that (b) Iron Mountain and its' affiliates or parent companies respectively may engage the third-party sub-processors listed in **Appendix 2** to process personal data for the indicated scope of services. Customer understands that Iron Mountain's global sub-processors will only be applied when the scanned images taken of the Customer's Articles, as well as the electronically available inventory listings/data related to the stored Customer assets are processed by these entities (see Section 5.1).

6.2 In case of any additions or change to the current list, Iron Mountain shall notify the Customer in advance - indicating the name, country location, and subcontracted service of the proposed new sub-processor. Unless Customer objects in writing within 15 calendar days of being informed about Iron Mountain's use of a new sub-processor, Iron Mountain may apply the new sub-processor for the indicated data processing activities. If Customer made an objection within the given timeline, Iron Mountain will use reasonable efforts to change the Services to avoid processing of the personal data by the "objected-to" new sub-processor. If Iron Mountain is unable to implement such changes within 60 calendar days, the Customer within further 60 calendar days from Iron Mountain's notice (or – if Iron Mountain failed to reply – from the expiry of the 60 calendar days available for Iron Mountain's notice) may terminate the Agreement. If Customer fails to send such a termination notice to the Iron Mountain within this deadline, this can be considered as consent to the application of the proposed sub-processor.

6.3 Iron Mountain is obliged to regularly monitor the performance of its subcontractors, and remains responsible for the personal data processing activities of its sub-processors as if the processing activities were carried out by Iron Mountain itself. Iron Mountain imposes the same data protection obligations as set out in this DPA on all its applied sub-processors.

7. AUDITING

Iron Mountain makes available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this DPA, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. However, audit rights under this DPA shall not grant access to any data of other Iron Mountain customers, or to data related to Iron Mountain's applied security systems/measures. Iron Mountain assists the Customer in data protection impact assessments, and prior consultations with the Supervisory Authorities, insofar as such assistance is Iron Mountain's obligation under the Data Protection regulation.

8. TERM AND APPENDICES

This DPA shall become effective when the Agreement is duly signed by both Parties, and shall survive until all of Customer's personal data are either returned to the Customer, or otherwise deleted/destroyed. The Appendices form integral part of this DPA.

***

Appendix 1

Categories of Personal Data and data subjects

The categories of Personal Data processed under the Agreement(s):

- ☒ name
- ☒ phone number
- ☒ nationality, ethnic data
- ☒ marital status
- ☒ tax identification data (e.g. tax ID number)
- ☒ property and income data
- ☒ work-related data (e.g. job title, workplace)
- ☒ qualification and study data
- ☒ IP-address

- ☒ address, place of residence
- ☒ e-mail address
- ☒ date and place of birth
- ☒ personal identification numbers (e.g. personal ID No.)
- ☒ salary data (e.g. wage)
- ☒ data related to creditworthiness
- ☒ image (e.g. photo)
- ☒ username, password
- ☒ individual identification number (e.g. customer ID)

The groups of data subjects whose Personal Data are processed under the Agreement (please tick):

- ☒ employees
- ☒ customers
- ☒ insured
- ☒ patient

- ☒ subcontractors
- ☒ suppliers
- ☒ customers, employees, contact personnel of third parties
- ☒ applicants

Customer will not deliver to Iron Mountain Personal Data outside the scope indicated above, or shall notify Iron Mountain in writing and in advance about any new data type/data subject concerned.

Contact details of Iron Mountain's data protection officer:

Attn. Iron Mountain Data Protection Office
Global.privacy@ironmountain.com
Iron Mountain Europe
Czuczor utca 10, 5th floor
1093 Budapest
HUNGARY

Appendix 2 (List of sub-processors)

GLOBAL SUB-PROCESSORS	PROVIDED SERVICE	COUNTRY	APPLIED SAFEGUARDS
HCL Technologies Limited/ HCL America Incorporated Technology Hub, SEZ, Plot No. 3A, Sector 126, Noida – 201304, India 330 Potrero Ave, Sunnyvale, California 94085, USA	IT support	India/USA	Model Clauses
Iron Mountain Information Management LLC / Iron Mountain Incorporated / Iron Mountain Intellectual Property Management, Inc. One Federal Street, Boston, MA 02110, USA	IT & operational support	USA	Model Clauses
Iron Mountain Services Private Limited Level 02, Block A, WTC-2, Bagmane World Technology Centre (BWTC) K.R. Puram – Marathahalli Ring Road, Mahadevpura, Bangalore – 560048, India	IT support	India	Model Clauses

Local sub-processors:

Entity name	Seat	Provided service
Ou Infokaitse	Moisa tee 15, Aasmae, Saue vald 76402 Harju maakond	Destruction
Google Netherlands B.V.,	Claude Debussylaan 34 15E Etage 1082 MD, Amsterdam, Netherlands	Inventory system (RSSQL) server location