

DP Services (Latvia)

This document lists the Services (alongside with the service levels) Iron Mountain provides to Customer when Customer signed an Agreement on the provision of media management services (“**DP Agreement**”).

The content of this document is incorporated into and forms inseparable part of the DP Agreement by reference.

STORAGE: Iron Mountain will reserve and maintain space within its facility for the storage of Customer’s Media and/or Media Containers. Facilities are installed with suitable dry gas fire suppression system and environmental controls appropriate for the storage and preservation of Media. Media are stored on a logical vault basis. Storage fee is based on the quantity of the stored Media, or – in case the Media is placed into a Media Container - of the Media Container. The decision on whether the Media will be stored in a Media Container or as an individual tape shall be at the Customer’s discretion. Storage will be charged for a full month regardless of the number of days in the month during which the Media/Media Containers have been in storage. Iron Mountain reserves the place of the Media/Media Containers ordered for temporary retrieval, therefore, the storage fee will be charged even when the respective Media/Media Containers are retrieved.

Media Storage: Means the storage of loose media items, such as round-reel tapes/cassettes, compact discs, magnetic Linear Tape-Open data storage devices (LTO), magnetic Digital Linear Tapes (DLT), or any other types of media (e.g. USB flash drives), the size of which does not exceed the size of a VHS (video) tape.

Storage - Media Containers:

Media Containers are suitable to store multiple pieces of Media items. Call Iron Mountain for the capacity of different types of Media Containers! Iron Mountain has no knowledge of the quantity of Media placed into a Media Container, therefore, the full service fee will apply even if the Media Container contains less Media than its maximum capacity.

INTAKE SERVICES: If Customer orders the first intake of a new Media/Media Container, Iron Mountain takes over such Media/Media Container, barcodes these items, registers the barcodes in its inventory system, and allocates the Media/Media Containers in the facility. For these acts, Iron Mountain charges a per item **barcoding** and **registration** fee. Iron Mountain provides its Services on the physical assets, and not on the content of the assets. Iron Mountain registers the Media/Media Containers by virtue of barcodes only. Customer may provide descriptive information on the Media/Media Containers delivered to the facility. If Customer hands over a list of such descriptive information in an excel format, Iron Mountain will upload the data into its inventory system, and will charge a per data line **data import** fee. However, Iron Mountain will never examine the authenticity of the listed information, and does not accept their correctness (such as content, type or value) in any way. Customer is to ensure that the content of the Media is password-protected or otherwise encrypted, no matter that the Media is stored as a loose Media item, or within a Media Container. It is also the Customer’s responsibility to ensure that in case of loss, deterioration or accidental destruction of the Media, its content remain available (recoverable) on other Customer devices/servers.

ACCESS SERVICES:

Retrieval and Refile: Upon Customer’s order, Iron Mountain physically identifies and retrieves (pulls) from its facility the requested Media/Media Container. Per item **Retrieval** fee is charged automatically if for the completion of Customer’s Service order the prior identification and retrieval of the requested Media/Media Container deems necessary (pull is considered a preliminary but separately charged Service to physical delivery, scheduled delivery, permanent withdrawal, secure destruction, etc. Services). Therefore, the SLA for both retrieval and such other Service orders will only be applicable if the daily retrieval quantity does not exceed **10 items per day**. If Customer wishes **urgent retrieval**, per item surcharge will also apply. Upon Customer’s order, Iron Mountain returns the Media/Media Container which has previously been retrieved to its facility (**refile**), and charges a per item refile fee therefor. Since Iron Mountain has no right to open the Media Container, it is unable to perform retrieval/refile Services on individual Media-items placed into a Media Container.

Physical delivery: Iron Mountain charges delivery fee for visiting the sites indicated by the Customer if the route involves or aims to involve the handling of Media/Media Containers, or if Iron Mountain delivers Media-storage products to Customer. The delivery fee is based on the number of transportation occasions (in this respect, delivery to and pickup from Customer’s premises are treated as separate occasions). Iron Mountain distinguishes two types of delivery. **Normal/urgent delivery** means when Customer requests the delivery of Media/Media Containers by giving single service orders on an ad hoc basis. In contrast, **Scheduled delivery** means when – based on Customer’s own back-up plan - the Customer requests the delivery of Media/Media Containers in a logical order by setting a regular and recurring rotation period, sequence and frequency (once a month at least) when the delivery of Media/Media Containers must take place. Planned rotation schedules must be proposed by Customer’s Authorised User in writing or in e-mail to Iron Mountain’s Customer Care department, and shall not be treated effective until accepted by Iron Mountain in writing or in an e-mail reply. Once an agreed rotation schedule has been implemented, the Media/Media Container will be delivered to or collected from the Customer’s sites in accordance with the sequence and frequency provisioned in the rotation schedule. **Normal physical delivery** orders will be completed within three working days, whereas **urgent physical delivery** orders will be completed within one working day from the confirmation of the service order. These SLAs only apply for delivery within Riga.

Destruction: This Service includes the destruction of selected Media/Media Containers in a secure and safe manner. The fee depends on the type and quantity of the Media/Media Container ordered for destruction. Once destruction is completed, neither the Media nor their contents are restorable. A certificate of destruction will be supplied to the Customer. Since Iron Mountain has no knowledge of the contents and value of the Media/Media Containers, the Customer is obliged to raise Iron Mountain’s attention if (due to specific contents or value of the respective Media/Media Container) the destruction is subject to special legal conditions (e.g. prior official authorization, etc.). Iron Mountain is unable to examine Customer’s compliance with the obligatory preservation periods that may statutorily apply for the preservation of data contained in the Media. For delivery to the destruction facility, the normal delivery fee will be charged.

Permanent withdrawal: When Customer orders the final removal of Media/Media Containers from Iron Mountain's facility, Iron Mountain prepares an electronic closing report for the Customer, and changes the inventory status from 'in' to 'perm-out' in the inventory system. Loading of truck and transportation of Media/Media Container are not included. Permanent withdrawal is a per item fee. In case of permanently withdrawing the full quantity of Media/Media Containers, Customer is obliged to pay for permanent withdrawal in advance, before the actual start of removal. Storage fee of Media/Media Containers withdrawn before the end of an invoicing period are non-refundable. For more information with respect to different types of permanent withdrawal (mid-term and contract expiry), please see the General Terms & Conditions.

ADDITIONAL SERVICES:

Loading: Iron Mountain will charge an hourly fee for the handling and loading/unloading of Media/Media Containers or document storage products.

Waiting time: All transportation/delivery Services are scheduled to include a maximum of fifteen minutes waiting time by Iron Mountain. After 15 minutes delay, an hourly waiting fee shall be charged.

Other works: For any on-site archiving, sorting, packing services not separately indicated herein, Iron Mountain will charge an hourly fee.

Audit: This hourly fee will apply when Customer (or its' dedicated third-party auditors) conduct on or off-site audits at Iron Mountain, as the cooperation in audit procedures puts additional workload on Iron Mountain employees (e.g. filling-out audit surveys/questionnaires, providing services, accompanying auditors on-premises etc.).

Consultancy: Upon Customer's separate order, Iron Mountain holds consultation and training sessions to get Customer's dedicated personnel familiarised with general practices and local legislation on media management. Hourly fee applies.

Customer Account Administration: For a monthly fee charged per each customer account, Iron Mountain provides availability to and assistance of its customer care department in business hours.

Invoice uploading to Customer's System: If Customer does not accept invoices sent via e-mail or by post, only through Customer's own invoice management system, Iron Mountain charges this per invoice fee.

PRODUCTS:

Iron Mountain sells to the Customer media management products, such as media containers suitable for Media storage, and charges a per piece purchase price therefor.

NOTES

Iron Mountain provides its Services during normal business hours only (working days between 8 am and 5 pm). All SLAs to be calculated from the confirmation of the order. During normal business hours, the confirmation of service orders will take place within one hour from receipt. SLAs are set in running hours, but only business hours count. Customer must indicate clearly if his order requires priority completion (in the subject of the e-mail and with accompanying phone call). If the fee is set as an hourly fee, after every commenced hour, the full hourly fee will be charged.
