



AGREEMENT FOR IRON MOUNTAIN HYLAND HOSTED SOLUTION SERVICES

This Agreement for Iron Mountain Hyland Hosted Solution Service Subscription (along with the applicable Schedules, exhibits and attachments, the “Agreement”) is entered into by and between Iron Mountain (UK) PLC, with a principal place of business at Ground Floor, 4 More London Riverside, London, SE1 2AU (“Iron Mountain”) and the legal entity receiving the Services specified on the Schedule (together with its divisions and 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.

“**Data**” means all data and information provided by Customer to Iron Mountain under this Agreement in connection with the Services.

“**Documentation**” means user manuals for the Services, the applicable installation guides, service descriptions, technical specifications, and “Help Files,” whether online or included in the Software which relate to the functional, operational or performance characteristics of the Software 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 unrecognisable form in which meaning cannot be understood without the use of a confidential process or key.

“**Error**” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by Customer in accordance with this Agreement and confirmed by Iron Mountain.

“**Host Vendor**” means Hyland Software, Inc.

“**Host Web Site**” means the web site hosted by Host Vendor as part of the Hosted Solution on a web server included in the Network, through which Customer will access the Software and Customer Data stored using the Software.

“**Hosted Solution**” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, for use by Customers under this Agreement.

“**Network**” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided as part of the Hosted Solution.

“**Optional Hosting Services**” means optional services described in the Process Manual which Host Vendor offers as Hosting Services, but which are not included in the Standard Hosting Services.

“**Personal Data**” means any information relating to an identified or identifiable living person.

“**Process Manual**” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Host Vendor agrees to provide (based upon the Service Class selected by Customer), as posted by Iron Mountain at: <http://www.ironmountain.com/Customer-Support-and-Information-Center/Self-Help-and-Information-Center/On-Demand-Resources/Legal-Resources/Hyland-Acceptable-Use-Languauge.aspx>.

“**Sandbox Environment**” means a separate instance of the Software and Third Party Software (excluding Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with non-production data in a non-production environment for the limited purpose of functional testing of the Software and Third Party Software.

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

“**Service**” means, for the purposes of this Agreement, any of the Software Service, Standard Hosting Services and/or Technical Support Services.

“**Service Class**” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Customer as part of the Hosted Solution.

“**Service Class Manual**” means the latest version of the manual describing the Service Classes, as posted by Iron Mountain at: <http://www.ironmountain.com/Customer-Support-and-Information-Center/Self-Help-and-Information-Center/On-Demand-Resources/Legal-Resources/Hyland-Acceptable-Use-Languauge.aspx>.

“**Software**” means Host Vendor’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Host Vendor together with Host Vendor’s proprietary software products as a unified product.

“**Software Service**” means the Iron Mountain Hyland Subscription service and associated Documentation specified in the Order Form.

“**Standard Hosting Services**” means the Hosting Services described in the Process Manual as being standard hosting services.

“**Subscription Period**” means the period commencing with the start date and expiring on the end date specified in the applicable Schedule.

“**Suppliers**” means Iron Mountain’s licensors, suppliers, 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.

“**Term**” means the term of this Agreement as defined in Section 3.1.

“**Technical Support Services**” means the services described in the Service Class Manual.

“**Third Party Software**” means all third party software products (other than third party software products bundled by Iron Mountain as a part of the Software) licensed by Iron Mountain and sublicensed through this Agreement by Iron Mountain to Customer as part of the Hosted Solution.

“User” shall mean the Customer and Affiliates’ employees and contractors who use the Service through User IDs issued in a manner contemplated by this Agreement.

“User Testing Environment” means a separate instance of the Software and Third Party Software (including Customer Data) hosted by Iron Mountain on the Network for Customer, for use by Customer solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software and environment and Third Party Software.

2. License

2.1. License Grant for Services. Iron Mountain shall perform the Services set forth in this Agreement at the rates and charges set forth in the Schedule(s) attached hereto. Iron Mountain grants to Customer a non-exclusive, non-transferable license for the term of this Agreement to: (i) use the Services in the manner set forth in this Agreement and in accordance with the number of licensed users 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 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.

2.2. Restrictions. Customer shall not (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Services; (ii) modify, port, translate, localise or create derivative works of the Services; (iii) use the Services to (a) infringe on the intellectual property rights, publicity rights, or privacy rights of any third party; (b) violate, or cause Iron Mountain or its Suppliers to violate, any law, statute, ordinance or regulation; (c) store defamatory, trade libellous, or otherwise unlawful Data; (d) store obscene, pornographic or indecent Data in violation of applicable law; or (e) propagate any virus, worms, trojan horses or other programming routine intended to damage any system or data; (iv) use the Services in any application that may involve risks of death, bodily injury, property damage or environmental damage (including life support applications, devices or systems); (v) exceed the number of users specified in the applicable Schedule; (vi) attempt to gain unpermitted access to any Iron Mountain or Supplier computer system, network, or database; or (vii) file copyright or patent applications that include the Services or any portion thereof.

2.3. Data License Grant. Customer grants to Iron Mountain and its Suppliers a limited, non-exclusive, and non-transferable license to the Data only to the extent necessary for Iron Mountain or its Suppliers to perform the Services. In the event that Iron Mountain needs to access the Data to respond to any technical problems, queries, or requests from Customer, Customer shall ensure that both Customer and Iron Mountain are permitted to do so.

2.4. 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”) provided to Customer for the purpose of accessing and using the Services. In the event that Customer makes such Passwords available to any third party, Customer shall be responsible for all actions taken by such third party in connection with the Services. Customer shall not disclose or make available Customer’s Passwords other than to Customer’s authorised employees and shall use all commercially reasonable efforts to prevent unauthorised access to, or use of the Services, and will notify Iron Mountain promptly of any such unauthorised 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 unauthorised acquisition of a Password.

3. Term and Termination

3.1. Term of Agreement. The term of this Agreement (the “Term”) shall commence on the date of the execution of the first Schedule for the Service and continue until all outstanding Subscription Periods under Schedules for the Software Service expire or until this Agreement is terminated. Expiration or termination of one Schedule shall not affect any other Schedule, unless the Agreement as a whole is terminated. 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 removed from Iron Mountain's or its Suppliers' facilities, except that Iron Mountain may adjust rates upon thirty (30) days' written notice.

3.2. Termination for Material Breach. In the event that a Party materially breaches its obligations under this Agreement, the other Party may terminate the affected Schedule(s) upon written notice to the other Party unless the breaching Party cures such default within thirty (30) 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 would result in unanticipated material costs or liabilities to the terminating Party; 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. Effect of Termination. Upon termination of this Agreement and/or any applicable Schedule, Customer shall (i) immediately discontinue all use of the applicable Service, (ii) return, uninstall, or destroy (along with all copies in any form) the applicable Documentation or other materials licensed to Customer for such Services under the applicable Schedule; and (iii) pay any fees and other accrued and unpaid amounts due to Iron Mountain under the applicable Schedule(s). Upon termination of any Schedule, Iron Mountain shall (a) have no further obligation to make the applicable Service(s) available to Customer; (b) securely destroy the applicable Data or, upon Customer's prior written request, return the applicable Data to Customer, subject to the Fees on the applicable Schedule; and (c) upon written request by Customer and payment of the applicable Fees, provide a written certification to Customer that all Data has been returned or destroyed. Upon termination or expiration of a Schedule, Iron Mountain may delete all Data stored pursuant to the expired or terminated Schedule and will have no liability for such action to Customer or anyone claiming by or through Customer.

4. Subscription

4.1. Subscription Procedure: Customer will subscribe to the Software Service under one or more Schedules. The features of the Software Service and the terms and conditions applicable to that order are specified in this Agreement.

4.2. Initial Service: Iron Mountain will provide the Software Service described in any Schedule to Customer for the Subscription Period specified therein according to such Schedule.

4.3. Additional Service: Additional Schedules may be entered into by the Parties to subscribe to additional or different features of the Software Service. Unless designated as replacing a specific outstanding Schedule, a new Schedule will be considered in addition to currently outstanding Schedules.

4.4. User and Technical Documentation: The Service contains online Documentation describing the operation of the Software Service under normal circumstances, which shall constitute Iron Mountain's Confidential Information.

5. Prices and Payment

5.1. Charges. Customer shall pay the charges for the Services as set forth in the applicable Schedule(s) including but not limited to the Licensing Subscription Fee and the Hosting Fee set forth therein (collectively, the "Subscription Fee"). Customer shall pay the charges for the Services exclusive of VAT. All applicable VAT will be stated separately on Iron Mountain's invoice and shall be the responsibility of Customer.

5.2. Payment Terms. Unless otherwise set forth in a Schedule, payment terms are net, thirty (30) days from date of invoice; if Customer is late in paying undisputed fees, Iron Mountain may (in its discretion) charge Customer interest on the outstanding balance in accordance with the Late Payment and Commercial Debts (Interest) Act 1998.

6. Ownership Warranty; Customer Instructions. 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. Iron Mountain will perform Services pursuant to the direction of Customer's agent(s) identified pursuant to Iron Mountain's standards. Authority granted to any persons on standard authorisation forms shall constitute Customer's representation that the identified persons have full authority to order any Service, including deletion of Data. Such orders may be given in person, by telephone or in writing (email or hard-copy). Customer releases Iron Mountain from all liability by reason of the destruction or deletion of Data pursuant to Customer's authorisation.

7. 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, 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.

8. Certain Responsibilities and Obligations of Customer

8.1. Customer may not retain any third party contractor as a provider of services to Customer ("Contractor"), other than for capturing, storing, processing and accessing Customer's own Data in fulfilment of the Contractor's contractual obligations as a service provider to Customer and only if such Contractor and Host Vendor have executed an agreement in a form acceptable to Iron Mountain; and (b) Customer will comply with Host Vendor's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is available at: <http://www.ironmountain.com/Customer-Support-and-Information-Center/Self-Help-and-Information-Center/On-Demand-Resources/Legal-Resources/Hyland-Acceptable-Use-Languague.aspx>.

8.2. Customer is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and internet service provider relationships that are necessary or appropriate for Customer to properly access and use the Hosted Solution. Iron Mountain and Host Vendor shall have no responsibility or liability under this Agreement for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

9. Permitted Use

9.1. Subject to the terms and conditions of this Agreement, Iron Mountain agrees to and hereby grants to Customer a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the Subscription Period in accordance with the terms of this Agreement and the relevant Schedule(s). Further, Customer is granted the following usage rights as stated below for the Services described in the Schedule(s).

9.2. Customer may use the Software and Third Party Software only as part of the Hosted Solution, solely for use by Customer internally, and only for capturing, storing, processing and accessing Customer's own Data. The Software and Third Party Software are licensed to Customer for use by a single organisation and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer will not permit or authorise any person, legal entity, or other third party to use the Hosted Solution except as otherwise expressly permitted under the terms of this Agreement. Customer shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this Agreement. Customer agrees not to remove any Iron Mountain or Host Vendor notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software.

9.3. Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by web browser or Software application to the Host Web

Site. Customer acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed during the Subscription Period exceeds the maximum number of images per year (the "Volume Level"). Customer may choose to purchase a higher volume level at any time. Customer may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than the Software client modules or licensed API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilisation, unless Iron Mountain has given its prior written consent to Customer's use of such other software and the Licensing Subscription Fee and the Hosting Fee have been adjusted to reflect such additional Software and Customer pays such additional Licensing Subscription Fee and the Hosting Fee with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

9.4. Accessing User Accounts. Iron Mountain will issue User IDs needed by Customer to access and use the Service features specified in the applicable Schedule during the Subscription Period. Customer is responsible for all activity occurring under its User IDs. Customer may request Iron Mountain to add/drop User IDs as reasonably needed to accommodate changes in Customer workforce. Customer is not entitled to a refund for any unused or unassigned User IDs.

9.5. Data Preparation & Configuration. Customer will use commercially reasonable efforts to ensure that: (i) Data is in proper format as specified by the Documentation; (ii) its Users are familiar with the use and operation of the Software Service, and (iii) no other software, data or equipment has been introduced by Customer. Iron Mountain will load the Data provided in the format specified and configure the Software Service as part of the Subscription Fee; any additional data preparation or manipulation required by Iron Mountain to load Data will be billed at general service rates specified on the Schedule. Customer is responsible for updates to its internal processes as needed to operate the Software Service and any updates in Customer's computing environment.

9.6. Evaluation Use. In the event that Customer is provided with an evaluation license during a trial period ("Trial Period") as set forth in an applicable Schedule, Customer shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Customer may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Customer acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Iron Mountain, Host Vendor and its suppliers shall have no liability, direct or indirect, with respect to any loss or breach of confidential information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Customer's sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Iron Mountain, Host Vendor and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software or Third Party Software provided therein will perform or conform to any Documentation or statement, either written or verbal. **IRON MOUNTAIN, HOST VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS".** Iron Mountain reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Customer shall not make or use any additional copies of the Software or Third Party Software.

9.7. Ownership. Host Vendor and its Suppliers own the Software, Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted

Solution. The Software, Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. At no time will Customer file or obtain any lien or security interest in or on any components of the Hosted Solution.

9.8. Limitations. The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage (“High Risk Use”). Customer is not licensed to use the Hosted Solution in, or in conjunction with, High Risk Use. High Risk Use is strictly prohibited. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. Customer agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use. Customer agrees to indemnify and hold harmless Iron Mountain and Host Vendor from any third-party claim arising out of Customer’s use of the Hosted Solution in connection with any High Risk Use.

9.9. Reservation of Rights. Iron Mountain expressly reserves all rights in the Services not specifically granted to Customer. It is acknowledged that all rights, title and interest in the Services will remain with Iron Mountain (or third party suppliers, if applicable) and that the Software Service is licensed on a subscription basis to Customer. Customer expressly reserves all rights in the Data, except the limited right of Iron Mountain to use the Data for the sole purpose of providing the Service features for Customer’s benefit and only during the Subscription Period. Unless specifically agreed in writing, each Party’s exclusive ownership rights extend to any update, adaptation, translation, customisation, compilation or derivative work thereof.

9.10. Open Source Software. Customer acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software, or related documentation) may grant you additional rights to such open source software.

9.11. AccuZip. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Iron Mountain to maintain Customer’s continued right to use. The USPS has contractually required Host Vendor to include “technology which automatically disables access to outdated [zip code] products.” This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Iron Mountain regularly updates the zip code list as part of Hosted Solution Support for the AccuZip module.

10. Hosting Services

10.1. Customer acknowledges and agrees that Iron Mountain shall subcontract to Host Vendor the provision of all Hosting Services and fulfilment of all other obligations under this Section 10.

10.2. Hosting. Iron Mountain (through the Host Vendor) will host the Hosted Solution commencing on the Date specified in the Schedule, subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Customer will be as set forth in Customer’s initial purchase order. Customer may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the then current Subscription Period. In the event Customer elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next Subscription Period. To modify a Service Class selection, Customer and Iron Mountain must execute a mutually acceptable Schedule indicating the new Service Class.

10.3. Process Manual and Service Class Manual. Iron Mountain has delivered or otherwise made available current copies of the Process Manual and Service Class Manual to Customer. Iron Mountain will have the right to

modify the Process Manual and the Service Class Manual (including the right to issue an entirely restated version of each Manual) from time to time.

11. Support Services

11.1. Iron Mountain shall use commercially reasonable efforts to provide the Technical Support Services substantially as presented therein (the “Service Commitment”). Support requests are triaged by an Iron Mountain representative assigned to the company support pool. Upon initial review, the support request is categorised and assigned to the appropriate support group. Technical requests will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group. Support Services do not include preparation of Data, configuration or customisation of Software Service features needed to function in Customer's production environment.

11.2. Customer Support Services:

11.2.1. Call-In / EMail Support. Iron Mountain will provide first level Support Services during normal hours of operation (currently 7:00 a.m. to 6:00 p.m., Monday through Friday, UTC/GMT (“Normal Hours of Operation”)). In order to receive such support services, Customer must: (A) communicate the error to Iron Mountain using its designated contact persons; and (B) Describe and document the reported error.

Contact Centre Phone: 08445-60-70-80

Contact Centre Email: cservices@ironmountain.co.uk

11.2.2. Response to Support Request. Response time is calculated from the time that Iron Mountain logs-in a service request in proper form from the Customer's authorised contacts. Service requests received after Normal Hours of Operation will be logged at the beginning of the next business day on which Iron Mountain is normally open for business. Iron Mountain will use reasonable efforts to respond to Support Service requests based on their level of severity.

11.3. Errors in the Software. With respect to any Errors in the Software, Iron Mountain will engage Host Vendor to use commercially reasonable efforts to correct any Error, which may be affected by a commercially reasonable workaround. Iron Mountain shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Customer. Host Vendor may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.

11.4. Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Customer and which are confirmed by Iron Mountain or Host Vendor or its suppliers, in the exercise of their reasonable judgment, Iron Mountain will engage Host Vendor to use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Iron Mountain shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Customer, in accordance with Iron Mountain's then-current Error reporting procedures.

11.5. Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Customer shall receive bug-fixes, enhancements to existing functionality, and all new releases commensurate with the Software, as designated by Iron Mountain in its reasonable discretion, and at no additional charge. Iron Mountain or Host Vendor may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Iron Mountain's expense. Host Vendor also may change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Customer agrees to collaborate with Host Vendor and assist Host Vendor in connection with the completion of installation and testing of any update or upgrade of the Software.

11.6. Exceptions. The Service Commitment does not apply to any inability to connect, suspension, termination or other performance issues of the Software Service, and neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Support under this Agreement: (i) caused by factors outside of Iron Mountain's reasonable control, including any Internet access or related problems beyond the demarcation point of the Software Service hosted networks; (ii) that result from any negligent or malicious actions or inactions of Customer or its Users; (iii) that result from Customer's or its Users' equipment, software or other technology and/or third party equipment; (iv) that result from any maintenance as provided for pursuant to this Agreement; or (v) arising from suspension or termination of Customer's right to use the Software Service in accordance with this Agreement.

11.7. Service Credits.

11.7.1. Entitlement. In the event the Software Service does not meet the Service Commitment, Customer may receive a Service Credit as posted by Iron Mountain from time to time at <http://www.ironmountain.com/Customer-Support-and-Information-Center/Self-Help-and-Information-Center/On-Demand-Resources/Legal-Resources/Hyland-Acceptable-Use-Languauge.aspx>. Iron Mountain will only apply Service Credits against future payments for the Software Service otherwise due from Customer. Iron Mountain's sole liability and Customer's exclusive remedy for any failure to meet the Service Commitment is the receipt of a Service Credit (if eligible).

11.7.2. Credit Request and Payment Procedures. To receive a Service Credit, Customer (for any User) shall submit a request through the Iron Mountain customer support group by phone or email. To be eligible, the credit request must be received by Iron Mountain by the end of the calendar month after which the incident occurred and must include: (i) the words "Credit Request" in the subject line; (ii) the dates and times of each incident that Customer is claiming; and (iii) the request logs that document the errors and corroborate the claimed outage, with any confidential or sensitive information removed or redacted. If such request is confirmed by Iron Mountain and is less than the Service Commitment, Iron Mountain shall issue the Service Credit to Customer within sixty (60) days following the month in which the request is confirmed by Iron Mountain. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

11.8. Limitations. Neither Iron Mountain nor Host Vendor is responsible for providing, or obligated to provide, Hosted Solution Support under this Agreement: (1) in connection with any Errors, defects or problems that result in whole or in part from any of the following activities undertaken by any party other than Host Vendor: any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, unless any of the forgoing are a direct result of an item specified in the Documentation or are expressly permitted by Host Vendor in a writing signed by an executive authorised to so bind Host Vendor; (2) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Host Vendor has previously provided corrections for such Error or defect which the Customer fails to implement; (3) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware or system or networking which is not a part of the Hosted Solution; (4) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; (5) if any party other than Host Vendor or Iron Mountain has provided any services in the nature of maintenance or technical support to the Customer with respect to the Hosted Solution, or (6) in connection with any problems (other than Errors) related to the operation or use of the Software application programming interfaces (APIs). Support relating to the operation or use of APIs may be provided, on a case-by-case basis, as mutually agreed to in an applicable services proposal which outlines professional services for such support activities.

12. **Intellectual Property; Ownership; Data Disclaimer**

12.1. Intellectual Property. Iron Mountain or its Suppliers are the sole and exclusive owner of all right, title, and interest in and to the 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. Modification of source code will void the warranty set forth in Section 13. 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.

12.2. 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 set forth in Section 2.3.

12.3. Data Disclaimer. Customer expressly agrees that Iron Mountain does not create, operate, control or endorse any data, information, or third-party products used in conjunction with the services provided hereunder.

13. Warranties

13.1. Iron Mountain Service Warranty. Iron Mountain warrants to Customer that for a period of ninety (90) days from the Effective Date of the applicable Schedule, the Services will perform in substantial conformance with the Documentation. Iron Mountain does not warrant that the Services will be error-free in all circumstances, and Customer will provide prompt written notice to Iron Mountain of any non-conforming Service. In the event of Iron Mountain’s breach of the foregoing warranty, Customer’s exclusive remedy and Iron Mountain’s sole liability will be for Iron Mountain to use commercially reasonable efforts to repair or replace such Services. This warranty is limited and shall not apply where the failure of the Services to satisfy this warranty results from Customer’s failure to use the Services in accordance with the Documentation.

13.2. 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.

13.3. 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 13 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 and Iron Mountain will not be liable for any third party claim or demand against Customer in connection with this Section 13.

14. Limitation of Liability

14.1. Negligence Based Liability. Iron Mountain shall have no liability for any losses, costs, damages or expenses arising out of or in connection with for loss, destruction or damage to Data, unless and to the extent caused by its failure to exercise such care as a reasonably careful person would exercise under like circumstances.

14.2. Maximum Liability for the Services. In no event shall Iron Mountain’s, Host Vendor’s or their Supplier’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 exceed

the amount of the Fees and Charges actually paid by Customer to Iron Mountain for the Services described herein during the six (6) months immediately preceding the claim. Data is not insured by Iron Mountain, Host Vendor or their Suppliers against loss or damage, however caused and Customer shall cause its insurers of Data to waive any right of subrogation against Iron Mountain, Host Vendor and their Suppliers. Customer is solely responsible for encrypting its Data. Customer agrees that the terms of this Agreement apply only to Data in Iron Mountain's possession in the performance of the Services. Data in the custody of third-party transportation providers is not in Iron Mountain's possession, and Iron Mountain shall have no liability for loss, damage or destruction that occurs while Data is in the custody of such persons. Iron Mountain, Host Vendor and their Suppliers assume no liability whatsoever for Data that is (i) unencrypted; or (ii) modified or deleted by Customer.

14.3. No Consequential Damages. Except for liability arising from Customer's indemnification obligations in this Agreement and subject to clause 14.6, in no event will either Party, Host Vendor or Iron Mountain's or Host Vendor'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, loss of or cost of recreating any data, cost of substitute software, hardware or services, or inability to use the Hosted Solution, however caused, under any theory of liability (whether in contract, tort, warranty, or otherwise), and regardless of whether any remedy set forth herein fails of its essential purpose and even if a Party knew of or should have known of the possibility of such loss or damage.

14.4. Customer Environment. Iron Mountain shall bear no liability to Customer and Customer shall indemnify and hold Iron Mountain harmless from and against any third-party claims (including reasonable legal fees) arising out of or in connection with: (a) 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; (b) Customer's combination, operation, or use of the Documentation with any product, data, apparatus, or business method that Iron Mountain or its Suppliers did not provide; (c) Customer's modification of the Documentation; (d) Customer's distribution, operation or use of the Documentation for the benefit of a third party; or (e) Customer's failure to use the Services in accordance with the Documentation. 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. Customer warrants that it shall (i) purchase encryption as part of the Services; or (ii) encrypt Data prior to transmission to Iron Mountain or its Suppliers using at least 256 bit encryption.

14.5. 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 with (i) the infringement or misappropriation of any intellectual property right by Customer, its users, customers, or otherwise arising out of the Data; and (ii) violation of applicable law by Customer, its users, customers, or otherwise arising out of the Data. Iron Mountain shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defence 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.

14.6. Exclusions of Liability. This Section 14 is not intended to and will not be construed as excluding or limiting any liability for death or personal injury claims arising from a party's negligence; and/or fraud or fraudulent misrepresentation; and/or any other matter for which it would be unlawful for such party to attempt to exclude or limit its liability. If applicable law renders any portion of this Section 14 unenforceable or invalid, the remainder of the Section will remain in full force and effect.

15. Confidentiality. "Confidential Information" means any (i) proprietary, confidential, or trade secret information disclosed by a Party to the other Party during negotiations or discussions regarding various business activities under this Agreement, (ii) information regarding this Agreement or Schedule(s), and (iii) information regarding Iron Mountain's processes and procedures; except for 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 in the manner and for the purposes contemplated by this Agreement 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.

16. Data Protection

16.1. The parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA") as set out at www.ironmountain.co.uk/utility/legal/customer-terms-and-conditions.

16.2. If at any time, the Customer considers the information detailed within Appendix 1 of the DPA, is incorrect or incomplete, the Customer shall promptly notify IM Customer Services in writing.

16.3. The parties agree that Hyland Software, Inc shall be added to the list of Approved Subprocessors within Appendix 3 of the DPA.

17. Governmental Orders. Iron Mountain cannot prevent access by governmental entities to Data. However, in the event Iron Mountain receives any 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.

18. Audit. During the Term of this Agreement, Customer shall maintain records reasonably required to verify its compliance with this Agreement and all applicable Schedules. Upon at least thirty (30) calendar days' notice to Customer, and not less than twelve (12) months since a prior audit, Iron Mountain may audit and inspect the applicable records of Customer, at Customer's principal place of business, during Customer's normal business hours and in such a manner as to avoid unreasonable interference with Customer's business operations.

19. 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, labour 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.

20. Customer Default. In the event Customer fails to pay any undisputed fees as and when due pursuant to this Agreement or any applicable Schedule(s) and such failure continues for a period of thirty (30) days, Iron Mountain may, at its option, by written notice to Customer: (a) suspend the provision of Services to Customer; or (b) restrict Customer's access to the Data then held by Iron Mountain. If such failure persists for a period of six (6) months, Iron Mountain may securely destroy Data, provided that Iron Mountain shall have given ninety (90) days' prior written notice to Customer. Customer shall pay Iron Mountain's standard price for such secure destruction. A final notice will be sent to Customer ten (10) days prior to secure destruction of the Data. In the event Iron Mountain takes any actions pursuant to this Section, it shall have no liability to Customer or any agent, representative or other third party claiming by or through Customer. 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 from any destruction of Data pursuant

to this Section 20. The foregoing rights of Iron Mountain shall be without prejudice to any other rights it may have at law or in equity or as may be otherwise set forth in this Agreement.

21. Notice of Loss. When Data has been lost, damaged or destroyed, Iron Mountain shall, upon confirmation of the event, report the matter in writing to Customer.

22. General Provisions

22.1. Notices. All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand; (ii) recorded first-class post; or (iii) electronic transmission. 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 post, or upon acknowledgment or receipt of electronic transmission.

22.2. Relationship with Third Parties. Other than as set out in this Agreement, 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, and the Parties do not intend that any terms of this Agreement will be enforceable by any person not a party to it (whether by the Contracts (Rights of the Third Parties) Act 1999) or otherwise.

22.3. 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, "License"; Section 3.4, "Effect of Termination"; Section 5, "Prices & Payment"; Section 12, "Intellectual Property; Ownership; Data Disclaimer"; Section 14, "Limitation of Liability"; Section 14, "Confidentiality"; and Section 22 "General Provisions."

22.4. Dispute Resolution. The parties shall use all reasonable endeavours to promptly resolve all disputes, controversies or claims of whatsoever kind or nature arising out of or in connection with this Agreement regardless of the cause of action and whether arising in contract, tort (including negligence), warranty or any other legal theory (each, a "Dispute") in an amicable and equitable manner.

22.5. Choice of Law; This Agreement will be governed by the laws of England and subject to the exclusive jurisdiction of the English courts.

22.6. 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 without consent. The non-assigning Party shall not unreasonably withhold its consent.

22.7. Cumulative Remedies. Unless expressly stated to the contrary 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.

22.8. 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

22.9. Order of Precedence; Purchase Orders. In the event of inconsistency between this text of this Agreement and the terms of any Schedule, the following shall be the order of precedence: (i) this Agreement; and (iii) the Schedule. 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 or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

22.10. Entire Agreement. This Agreement and its Schedules constitute 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.

