

## IRON MOUNTAIN INSIGHT® SERVICES

### TERMS AND CONDITIONS

These Iron Mountain InSight® Services terms and conditions (these “**Terms and Conditions**”) shall govern any Statements of Work, exhibits and addenda in which they are referenced (which together shall form the “**Agreement**”). Customer and Iron Mountain are each referred to as a “**Party**” and collectively, the “**Parties**.” In consideration of the mutual promises contained herein, the Parties hereby agree to the following:

**1. DEFINITIONS.** Capitalized terms shall have the meanings set forth in this section, or in the section where they are first used.

“**Access Protocols**” means the usernames, passwords, access codes, encryption keys, service accounts, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

“**Affiliates**” 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.

“**AUP**” means the acceptable use policy for Iron Mountain’s hosting provider, currently found at: <https://cloud.google.com/terms/aup>, or <https://aws.amazon.com/aup/> which may be updated from time to time by the Host (as defined in Section 5.5).

“**Authorized User**” means any individual who is an employee of Customer or such other person or entity as may be authorized by Customer to access the InSight Services pursuant to Customer’s rights under these Terms and Conditions. An Authorized User is granted access using the Customer-owned identity provider (“**IDP**”) or through an Iron Mountain-managed IDP.

“**Customer Data**” means all content, data and information that is input or uploaded to, or collected, received, processed, or stored in the InSight Services by, or on behalf of, Customer – and all derivative data thereto, including but not limited to derivative data

created in accordance with and SOW. For the avoidance of doubt, Customer Data does not include Usage Data or any other information reflecting the access or use of the InSight Services by or on behalf of Customer or any Authorized User.

“**Documentation**” means the user manuals, training materials, reference guides, instruction materials, help files and similar documentation provided by Iron Mountain or its suppliers to Customer in hard copy or electronic form or available on Iron Mountain’s online portal describing the use, operations, features, functionalities, user responsibilities, procedures, commands, requirements, limitations and capabilities of and/or similar information about the Services.

“**Encrypted**” or “**encrypted**” shall mean data that has been rendered through algorithmic transformation or any other means available into an unrecognizable form in which meaning cannot be understood without the use of a confidential process or key.

“**High Risk Activities**” means uses such as, without limitation, the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

“**Implementation Services**” means the implementation services documented in an SOW relating to the InSight Services, including service details related to IDP integration, security controls and special accommodations, which require Iron Mountain assistance to implement.

“**InSight Services**” means the Iron Mountain InSight hosted SaaS solution, as described in a Statement of Work.

**“Intellectual Property Rights”** means any and all now known or hereafter existing: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

**“Iron Mountain ML”** means Iron Mountain’s machine learning and artificial intelligence technology including all modifications, derivative works and improvements thereto developed by either Party or a third party.

**“Professional Services”** means the training, customization, Implementation Services, data ingestion, consulting or other services Iron Mountain or its suppliers may perform for the benefit of Customer in connection with the InSight Services as described as Professional Services in a Statement of Work.

**“Services”** means the InSight Services, Professional Services and Support Services, as may be set forth in one or more Statement(s) of Work.

**“Services Technology”** means the software, databases, platforms, Iron Mountain ML and other technologies used by or on behalf of Iron Mountain in performing the Services, whether operated directly by Iron Mountain or through the use of third-party services.

**“Statement of Work”** or **“SOW”** means a document that: (a) contains details regarding the Services to be performed or provided, including pricing and other specifics, (b) is mutually agreed upon and executed by the Parties, and (c) incorporates these Terms and Conditions to form the Agreement.

**“Support Services”** means the support services and related maintenance for the InSight Services purchased by Customer as described in a Statement of Work.

**“Usage Data”** means any diagnostic and usage-related information from the use, performances and operation of the InSight Services, including, but not limited to, type of browser, Service features, and systems that are

used and /or accessed, and system and service performance-related data.

## 2. PROVISION OF SERVICES

**2.1 Services Use.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with these Terms and Conditions, Iron Mountain hereby grants Customer a non-exclusive, non-transferable right, during the term of the Agreement, solely for Customer’s internal business purposes and in accordance with the limitations and restrictions contained herein, to: (a) access and use the InSight Services in accordance with these Terms and Conditions and the Documentation; and (b) use the Documentation solely to support Customer’s use of the InSight Services. Iron Mountain may change or modify the Documentation and Services, including adding or removing features and functions, from time to time, provided that in no event will such modifications materially reduce the functionality provided to Customer during the term of the Agreement.

**2.2 Access Protocols.** Iron Mountain will provide the Services to Customer at the rates and charges set forth in the applicable Statement(s) of Work. Iron Mountain will work with the Customer to provide access through the Access Protocol implementation process, including providing Customer with training on user account setup and access control implementation with the applicable IDP. Customer is solely responsible for obtaining and maintaining its equipment, computers, networks, and communications, including Internet access, required to access and utilize the Services and for all expenses related thereto. Iron Mountain is not responsible for any issues relating to access attributable to Customer or any third party. Customer agrees to maintain and update an industry standard anti-virus program within its computer systems that are used in connection with the Services.

**2.3 Authorized Users.** Customer may designate its Authorized Users and grant their access rights to the features and functions of the InSight Services. Usernames and passwords (**“User IDs”**) cannot be shared or used by more than one Authorized User at a time. Depending on the agreed login and authorization implementation, Iron Mountain may assist the Customer with establishing User IDs for Customer’s Authorized User who has been designated as a **“User Manager”** and provide such User Manager with rights to create, control and manage its portfolio of Authorized Users, including, but not limited to, the

number of Authorized Users and all User IDs, in accordance with the Access Protocols. Customer shall not disclose or make available User IDs or other Access Protocols other than to Customer's Authorized Users and shall prevent unauthorized access to, or use of, the InSight Services, and will notify Iron Mountain promptly of any actual or suspected unauthorized use. Customer is solely responsible for management of the User IDs and access rights of its Authorized Users, including, but not limited to, terminating an Authorized User's access if such individual is no longer employed or engaged by Customer or otherwise authorized to have access. Customer is responsible for ensuring all Authorized Users comply with Customer's obligations under these Terms and Conditions. Iron Mountain reserves the right to: (a) track and review user profiles, access and activity at any time; and (b) terminate any User ID that it reasonably determines may have been used in a way that breaches this Section 2.3.

**2.4 Professional Services.** Iron Mountain will provide Professional Services as may be mutually agreed to by the Parties from time to time and set forth in one or more Statement(s) of Work. Each Statement of Work will be governed by these Terms and Conditions.

### 3. INTELLECTUAL PROPERTY

**3.1 Ownership.** Subject to Section 3.4 (Open Source Software), the Services, Documentation, Usage Data Iron Mountain ML and all other materials provided by Iron Mountain hereunder, including but not limited to all manuals, reports, records, programs information and data (that is not Customer Data or Customer's Intellectual Property thereto), together with all know-how, enhancements, modifications, corrections, improvements, adaptations, new applications and derivative works relating to the same, derived from the same or created in connection with the same and all worldwide Intellectual Property Rights in each of the foregoing ("IM Materials"), are the exclusive property of Iron Mountain and its suppliers. To the extent any rights in the Services, Documentation or Usage Data vest in Customer, Customer hereby unconditionally and irrevocably assigns to Iron Mountain any and all such rights, title and/or interest including Intellectual Property Rights relating thereto. All rights in and to IM Materials not expressly granted to Customer under the Agreement are reserved by Iron Mountain and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the IM Materials or any part

thereof, including any right to obtain possession of any source code, data or other technical material related to the Services. Nothing hereunder shall act so as to assign or otherwise transfer Customer's ownership of Customer Data to any other party.

**3.2 License; Ownership.** Customer Data hosted by Iron Mountain as part of the Services, and all worldwide Intellectual Property Rights in such data, are the exclusive property of Customer. Customer grants Iron Mountain and its suppliers an irrevocable, non-exclusive, worldwide, royalty-free and fully paid-up license to access, use, reproduce, modify, display, process and store the Customer Data for purposes of providing the Services to the Customer. Moreover, if training Iron Mountain ML expressly contemplated in an SOW Iron Mountain may access, use, reproduce, copy, modify, internally display, process, store, or otherwise create derivative works of Customer Data to build, train and maintain the Iron Mountain ML used to provide the Services. Iron Mountain may freely use and license Iron Mountain ML, provided that Iron Mountain will remove Customer Data in Iron Mountain ML or otherwise, after expiration or termination of the Agreement pursuant to Section 11.5, and will not otherwise share such data with other customers. All rights in and to the Customer Data not expressly granted to Iron Mountain in the Agreement are reserved by Customer. Under these Terms and Conditions, the Parties acknowledge and agree that Iron Mountain is a data processor and service provider.

**3.3 Restrictions on Use.** Customer shall not permit any party to access or use the Services, Services Technology or Documentation, other than the Authorized Users. Except as expressly permitted by these Terms and Conditions, Customer agrees that it will not, and will not permit any of its Authorized Users or other party to: (a) copy, modify, adapt, alter or translate, in whole or in part, or create derivative works of the Services Technology, Documentation or any component thereof; (b) license, sublicense, sell, resell, lease, rent, loan, timeshare, transfer, assign, distribute, disclose or otherwise commercially exploit or make available, in whole or in part, the Services, Services Technology or Documentation to any third party; (c) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), decode, adapt or otherwise in any manner attempt to obtain, create or recreate, derive or attempt to derive, determine or gain access to the source code (or the underlying ideas, algorithms, structure or organization) of the Services, Services Technology, Documentation or any component thereof, in whole or in part except to the extent

expressly permitted by applicable law (and then only upon advance written notice to Iron Mountain); (d) disclose or transmit any information regarding the Services, Services Technology or Documentation to any individual other than an Authorized User, (e) use or access the Services, Services Technology or Documentation for competitive analysis or to build a similar product; (f) use the Services, Services Technology or any component thereof: (I) to send or store infringing, threatening, harassing, defamatory, libelous, obscene, pornographic, indecent or otherwise unlawful or tortious material, including material harmful to children or violating third party privacy rights, (II) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (III) for High Risk Activities, or (IV) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or that violates any applicable law, or (v) to benefit any third party (other than an Authorized User) or otherwise incorporate the same into a product or service Customer provides to a third party (other than Authorized Users); (g) perform benchmarking analysis or disclose the results of any benchmark test of Services, Services Technology or Documentation to any third party; (h) interfere with or disrupt the integrity or performance of the Services, Services Technology or the data contained therein; or (i) access, use or share any data other than Customer Data: (j) bypass or breach any security device or protection used for or contained in the Services or Services Technology or otherwise attempt to gain unauthorized access to the Services, Services Technology or its related systems or networks, or otherwise circumvent mechanisms intended to limit use; (k) remove, erase, modify, tamper, obscure, or fail to preserve any proprietary, copyright or other notices; or (l) unless expressly agreed to in a relevant SOW, let, encourage or assist any third party, automated software, robotic process automation, scraper or other tool to do any of the foregoing (a)-(k). Unless otherwise specified in writing by Iron Mountain, Iron Mountain does not intend use of the Services to create obligations under the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time and any regulations issued under it ("HIPAA"), and Iron Mountain makes no representations that the Services satisfy HIPAA requirements. Customer shall not provide Iron Mountain access to, nor use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless specifically agreed to in writing by the Parties (through the execution of a Business Associate Agreement).

**3.4 Open Source Software.** Iron Mountain shall take commercially reasonable measures to ensure that the Services and any other materials provided to Customer as part of the Services, unless expressly agreed to otherwise in writing by Customer, will not contain software that is "made available by a third party under a free or open source" software licensing model. If such model: (i) creates or purports to create contribution obligation with respect to any Customer software, or (ii) grants or purports to grant to any third party any rights to such Customer software ("FOSS") To the extent any such FOSS is included in the Services, such FOSS is licensed under the terms of Such third party license model and additional obligations may apply. Iron Mountain distributes and passes through such terms and conditions of such FOSS licenses to Customer to the extent necessary to comply with any such license obligations. Nothing in these Terms and Conditions enlarges or curtails Customer's rights under, or otherwise grants Customer rights that supersede, the terms and conditions of any applicable FOSS license.

**3.5 Feedback.** If Customer provides Iron Mountain any feedback or suggestions about the Services or Documentation (the "**Feedback**"), then Iron Mountain may use such information without obligation to Customer, and Customer hereby irrevocably assigns all rights, title and interest in the Feedback to Iron Mountain.

#### **4. FEES AND EXPENSES; PAYMENTS**

**4.1 Fees.** In consideration for the access rights granted to Customer and the Services performed by Iron Mountain under the Agreement, Customer will pay to Iron Mountain the fees set forth in the applicable Statement(s) of Work. Fees and charges during the Initial Term shall be as set forth in the applicable Statement(s) of Work, and may thereafter be changed at any time by Iron Mountain upon thirty (30) days' written notice.

**4.2 Payment Terms.** Payment terms are net, thirty (30) days from invoice date unless otherwise specified in the relevant SOW. Customer shall be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance unless otherwise specified in the pricing in the relevant SOW. Invoices will be sent electronically in Iron Mountain's standard format via Iron Mountain's standard delivery system to Customer. Customer shall provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice.



Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be made by electronic transfer. At any time during the term of this Agreement, Iron Mountain may require Customer to enroll in autopay. Autopay will be required for customers who are consistently late payers or customers who meet our revenue thresholds. Any change to the Iron Mountain's standard electronic payment method must be approved by Iron Mountain. All payments shall include a remittance document identifying the Iron Mountain invoices to which the payment relates. If Customer fails to pay Iron Mountain's charges (other than disputed charges) sixty (60) days after the date of an invoice, Iron Mountain may suspend service. If Customer fails to pay Iron Mountain's charges (other than disputed charges) for three (3) months after the due date of the invoice, such failure shall be deemed a material breach and Iron Mountain may terminate this Agreement pursuant to Section 11. Customer will be responsible and reimburse Iron Mountain for any costs incurred by Iron Mountain in collecting overdue amounts, including the use of third parties and reasonable attorneys' fees. Iron Mountain shall have other rights and remedies as may be provided by law. In the event Iron Mountain takes any actions pursuant to this Section 4, it shall have no liability to Customer or anyone claiming by or through Customer. If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through Iron Mountain's standard mediums prior to performance by Iron Mountain of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any Iron Mountain invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight (48) hours of request by Iron Mountain. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to Iron Mountain covering the services provided under this Agreement, 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. Customer shall not be entitled to refund of any amount paid to Iron Mountain, except as explicitly provided for under these Terms and Conditions.

**4.3 Taxes.** The fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Iron Mountain's income), fees,

duties, and charges and any related penalties and interest, arising from the payment of the fees and the delivery of the Services to Customer under the Agreement. Customer will make all payments of fees to Iron Mountain free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Iron Mountain will be Customer's sole responsibility, and Customer will provide Iron Mountain with official receipts issued by the appropriate taxing authority, or such other evidence as Iron Mountain may reasonably request, to establish that such taxes have been paid. Customer shall indemnify and defend Iron Mountain in connection with any proceedings brought by any taxing authorities in connection with Customer's breach of this Section 4.3.

## **5. CUSTOMER RESPONSIBILITIES**

**5.1 Customer Warranty.** Customer represents and warrants that, to the extent Customer or Customer's third party provides Customer Data for the purpose herein: (a) it is the owner or legal custodian of the Customer Data; (b) it has all necessary consents, authorizations and/or legal permissions required to direct and enable Iron Mountain and its suppliers to access, use and process the Customer Data as set forth in these Terms and Conditions; and (c) any Customer Data hosted by Iron Mountain as part of the Services shall not (i) infringe any copyright, trademark, or patent; (ii) misappropriate any trade secret; (iii) be defamatory, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Iron Mountain's systems or data; or (v) otherwise violate the rights of a third party or violate any applicable law. Iron Mountain is not obligated to back up any Customer Data. Customer agrees that any use of the Services contrary to or in violation of the representations and warranties of Customer in this Section constitutes unauthorized and improper use of the Services. Customer will immediately notify Iron Mountain of any issues of which it becomes aware that could negatively impact Iron Mountain's ability to process the Customer Data in accordance with these Terms and Conditions.

**5.2 Customer Responsibility for Data and Security.** Customer and its Authorized Users shall have access to the Customer Data and shall be responsible for any and all: (a) changes to and/or deletions of Customer Data, maintaining the security and confidentiality of all User IDs and other Access Protocols required in order to use and access the InSight Services; (b) activities that occur in connection

with such use and access. Iron Mountain and its suppliers are not responsible or liable for (i) the deletion of or failure to store any Customer Data by Customer or its Authorized Users; (ii) determining whether the security of the environment provided by Iron Mountain is commensurate with its needs, and (iii) long term backup copies of Customer Data. Notwithstanding the foregoing Iron Mountain will maintain resiliency and redundancy processes associated with the InSight Services to meet industry standards for storage of Customer Data. Customer is responsible for any long term backup or archival of the Customer Data that is provided to Iron Mountain. Iron Mountain shall maintain service accounts and encryption keys on behalf of the Customer necessary to perform the Services. Iron Mountain shall not be liable to Customer for a failure to maintain relevant service accounts and encryption keys if such failure is due to Customer's lack of cooperation or failure to assist in the provision of access to Customer Data. To the extent Customer or Customer's third party provides Customer Data for the purposes herein. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and for ensuring that it complies with the AUP and Iron Mountain and its suppliers reserve the right to review the Customer Data for compliance with the AUP. In no event will Iron Mountain be liable for any loss of Customer Data or other claims arising out of or in connection with the unauthorized acquisition or use of Access Protocols.

**5.3 Cooperation.** Customer agrees to provide Iron Mountain with such cooperation, materials, information, access and support which Iron Mountain deems reasonably required to allow Iron Mountain to successfully provide the Services. Customer understands and agrees that the success of the Services is contingent upon Customer providing such cooperation, materials, information, access and support.

**5.4 Data Transmittal.** Customer shall transmit any Customer Data to Iron Mountain in accordance with the acceptable methods and requirements for data transmittal set forth in a Statement of Work or Documentation. All such Customer Data transmitted must use secure and encrypted protocols. Customer assumes full responsibility to safeguard against unauthorized access and to encrypt its electronic Customer Data prior to and during the transmission and transfer of its electronic Customer Data to Iron Mountain.

**5.5 Host.** Iron Mountain will store the Customer Data on a hosting service provided by a third party ("Host"), which shall be the Google Cloud Platform ("GCP") or Amazon Web Services ("AWS") (as specified in the Statement of Work), pursuant to Iron Mountain's agreement with such Host, during which time it will be maintained in accordance with Host's service terms which can be found at <https://cloud.google.com/terms> and <https://aws.amazon.com/agreement/>, for GCP and AWS respectively. Iron Mountain may change the Host upon notice to Customer.

## 6. CONFIDENTIALITY

**6.1 Confidential Information.** - Under the Agreement each Party (the "**Disclosing Party**") may provide the other Party (the "**Receiving Party**") with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information, and which is marked as "confidential" or "proprietary" or would normally under the circumstances be considered confidential information (collectively, "**Confidential Information**"). Customer Data will be considered Confidential Information of Customer, and the Services, Services Technology, Documentation, Usage Data and all enhancements and improvements thereto, as well as these Terms and conditions and any SOW details, will be considered Confidential Information of Iron Mountain.

**6.2 Protection of Confidential Information.** The Receiving Party agrees that it will: (a) not disclose to any third party any Confidential Information of the Disclosing Party, except: (i) to its Affiliates, directors, employees, agents, suppliers or subcontractors who have agreed to restrictions similar to those set forth in this Section 6 to the extent such disclosure is necessary for the performance of the Agreement or (ii) as may be required by law; (b) not use any Confidential Information of the Disclosing Party except for the purposes contemplated by these Terms and Conditions and the related Statement(s) of Work; and (c) protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care.

**6.3 Exceptions.** The confidentiality obligations set forth in this section will not apply to any information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a

third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under these Terms and Conditions or is required by law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure or similar process (“**Legal Process**”), provided that the Receiving Party uses commercially reasonable efforts to promptly notify the Disclosing Party in writing of such required disclosure unless the Receiving Party is informed that: (i) it is legally prohibited from giving notice; or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person. The Receiving Party will cooperate with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. Notwithstanding anything to the contrary in this Section 7, should either Party learn some general information regarding the other Party’s Confidential Information during the Term or any relevant Trial Period, the Party learning such information is free to use that information retained in its unaided memory, without specific or intentional memorization or reference to such Confidential Information, for its own business purposes (including but not limited to such Party’s employee skill, knowledge, talent, and/or expertise on other or future projects), except to the extent such information is the other Party’s Intellectual Property. Receipt of Confidential Information hereunder, however in no way obligates the Receiving Party to monitor or limit its employees’ work.

## 7. WARRANTIES AND DISCLAIMERS

**7.1 Limited Warranty for Professional Services.** Iron Mountain warrants to Customer that the Services will materially conform with the Documentation and to the extent Professional Services are provided, such Services will be performed using reasonable care and skill. In the event of Iron Mountain’s breach of the foregoing warranties, 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, or in the instance of Professional Services to re-perform the Professional Services, at no charge to Customer. Customer acknowledges that the

accuracy of any predictive models utilized in providing the Services is dependent on both the volume and quality of the data used to build the models. Iron Mountain gives no warranty as to the accuracy, correctness, or completeness in live operation of any such predictive model used by the Services or predictions made by the Services..

**7.2 Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRON MOUNTAIN AND ITS SUPPLIERS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. INSIGHT SERVICES ARE PROVIDED “AS IS” AND NEITHER IRON MOUNTAIN NOR ITS SUPPLIERS WARRANT THAT ALL ERRORS OR DEFECTS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE NOT DESIGNATED OR INTENDED FOR HIGH RISK ACTIVITIES.

## 8. LIMITATION OF LIABILITY

**8.1 Types of Damages.** TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY NOR IRON MOUNTAIN’S SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR LOSSES OR DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS DUE TO LOSS OF PROFITS, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR THE LOSS OR COST OF RECREATING ANY DATA, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF A PARTY WAS ADVISED OF, KNEW OF OR

SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

**8.2 Amount of Damages.** TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF IRON MOUNTAIN AND ITS SUPPLIERS ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO IRON MOUNTAIN UNDER THESE TERMS AND CONDITIONS DURING THE SIX (6) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.

**8.3 Exceptions to Limitations.** NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (A) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; (B) DEATH OR BODILY INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS; (C) FRAUD OR FRAUDULENT MISREPRESENTATION; (D) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (E) OBLIGATIONS UNDER SECTION 9; (F) CUSTOMER'S PAYMENT OBLIGATIONS; OR (G) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 9. INDEMNIFICATION

**9.1 By Iron Mountain.** Iron Mountain will defend at its expense any suit brought against Customer, and will pay any settlement Iron Mountain makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services infringes any Intellectual Property Rights. If any portion of the Services becomes, or in Iron Mountain's opinion is likely to become, the subject of a claim of infringement, Iron Mountain may, at Iron Mountain's option: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing services which do not materially impair the functionality of the Services; (c) modify the Services so that it becomes non-infringing; or (d) terminate the Agreement and refund any fees actually paid by Customer to Iron Mountain for the remainder of the term of any SOW then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding

the foregoing, Iron Mountain shall have no obligation under this section or otherwise with respect to any infringement claim based upon: (i) any use of the Services not in accordance with these Terms and Conditions or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Iron Mountain; (iii) any modification of the Services by any person other than Iron Mountain or its authorized agents or (iv) Customer's breach of these Terms and Conditions. This subsection states the sole and exclusive remedy of Customer and the entire liability of Iron Mountain, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement or misappropriation claims and actions.

**9.2 By Customer.** Customer will defend at its expense any suit brought against Iron Mountain by a third party, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to Customer Data, Customer's use of the Services in violation of the AUP, or Customer's breach or alleged breach of the subsection titled *Customer Warranty*.

**9.3 Procedure.** The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party shall promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party shall cooperate with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

## 10. TERMINATION

**10.1 Termination for Cause.** Either Party may terminate the Agreement immediately: (a) upon the occurrence of the bankruptcy or insolvency of the other Party, if such bankruptcy or insolvency is not discharged within sixty (60) days of any filing thereof; or (b) upon notice to the other Party if the other Party materially breaches these Terms and Conditions, and such breach remains uncured more than forty-five (45) days after receipt of written notice of such breach, subject to the fees in the applicable Statement of Work.

**10.2 Termination for Changes to Applicable Law or Supplier Relationship.** Either Party may terminate the Agreement upon written notice to the other Party if: (a) the relationship and/or the



transactions contemplated in a Statement of Work would violate any applicable law; or (b) if an agreement between Iron Mountain and a supplier (“**Supplier Agreement**”) expires or terminates or a supplier discontinues any portion or feature of the services supplier provides pursuant to a Supplier Agreement, resulting in Iron Mountain’s inability to provide the applicable Services to Customer in whole or in part.

### **10.3 Suspension of Services by Iron Mountain.**

Iron Mountain may suspend or limit Customer’s or any Authorized User’s use of the Services provided subject to these Terms and Conditions (including, without limitation, its transmission or retrieval of Customer Data) immediately upon written notice to Customer, without liability, for any one of the following reasons: (a) Customer fails to pay any undisputed fees as and when due pursuant to these Terms and Conditions or the applicable Statement of Work and such failure continues for a period of thirty (30) days; (b) the Services are being used by Customer or any of its Authorized Users in violation of any applicable federal, state or local law, ordinance or regulation; (c) the Services are being used by Customer or any of its Authorized Users in an unauthorized manner; (d) Customer’s or any of its Authorized User’s use of the Services violates the AUP, adversely affects Iron Mountain’s provision of services to other customers or poses a security risk to Iron Mountain’s systems; or (e) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Services to Customer. During any such suspension, Customer shall remain responsible and liable for all fees due for the suspended Services. If any of the foregoing grounds for suspension continues for more than fifteen (15) days, Iron Mountain shall have the right to terminate the Agreement for cause and without an opportunity to cure by Customer.

**10.4 Effect of Termination.** If the Agreement expires or is terminated for any reason, then: (a) Customer’s rights to access and use the Services shall immediately terminate; (b) all fees owed by Customer to Iron Mountain will be immediately due upon receipt of the final invoice; (c) Iron Mountain and the Customer shall delete all Customer Data from the Host and InSight Services no later than thirty (30) days from the termination or expiration date of the Agreement; and (d) upon request and subject to the Host’s terms and policies to the extent applicable, each Party will use commercially reasonable efforts to return or delete all Confidential Information of the other Party, provided that, for clarity, Iron Mountain’s obligations

under this subsection (d) do not apply to any Usage Data. In the event that Customer Data remains on the Host after the expiration or termination of the Agreement, these Terms and Conditions and all fees shall continue to apply until all Customer Data has been removed from the Host. The sections and subsections titled *Definitions, Restrictions on Use, Confidentiality, Warranties and Disclaimers, Limitation of Liability, Indemnification, Effect of Termination*, and *Miscellaneous* will survive expiration or termination of the Agreement for any reason.

## **11. MISCELLANEOUS**

**11.1 Governing Law and Venue.** These Terms and Conditions and any action related thereto will be governed and interpreted by and under the laws of India, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of Mumbai shall have exclusive jurisdiction over the matters arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Documentation or Services hereunder.

**11.2 Dispute Resolution.** The following procedure will be adhered to by the Parties to resolve any dispute concerning material obligations under these Terms and Conditions. The aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the nature of the dispute, all in accordance with the terms set forth in Section 11.12 of these Terms and Conditions. The persons identified for purposes of notices set forth in Section 11.12 or their designees, shall meet (in person or by telephone) within fourteen (14) days after the date of the written notification to attempt to resolve the dispute. If those persons are unable to agree on a resolution, then senior management personnel of each of Iron Mountain and Customer having authority to resolve the dispute without the further consent of any other person (“**Management**”) shall meet or otherwise act promptly to facilitate an agreement. If Management cannot resolve the dispute within thirty (30) days after their initial meeting or other action (or in case either Party fails to participate in the dispute resolution), either Party may take such other and further action as it deems necessary. Iron Mountain and Customer agree that neither of them shall take any legal action unless and until this dispute resolution procedure has been employed or waived.

**11.3 Publicity.** Upon reasonable advance notice and approval which shall not be unreasonably withheld, (i) Iron Mountain and Customer may issue joint external communications regarding the Services. and (ii) Customer may act as a reference for press and potential Iron Mountain customers queries. Customer agrees to allow Iron Mountain to refer to Customer as a customer of the Services utilizing its name, trademarks, service marks, and logos (subject to any brand use guidelines Customer provides to Iron Mountain) in marketing communications and materials relating to the Services.

**11.4 Compliance.** Each Party shall comply with, and retain responsibility for its compliance with, all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and the provision of services to third parties (collectively, “**Trade Control Laws**”). Iron Mountain shall not be required by the terms of these Terms and Conditions to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable Trade Control Laws if performed by Iron Mountain and it shall be in the sole discretion of Iron Mountain to refrain from being involved in such activities.

**(a) Export Laws.** Applicable Trade Control Laws may include U.S. export control laws such as the Export Administration Regulations (“**EAR**”) and the International Traffic in Arms Regulations (“**ITAR**”), and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions and other controls currently imposed against Cuba, Iran, North Korea, Sudan, Syria and Crimea (territory of Ukraine) (collectively, “**Restricted Countries**”), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of individual or entities identified on, applicable government restricted party lists such as the Specially Designated Nationals and Blocked Persons List, Sectoral Sanctions Identification List, Foreign Sanctions Evader List, Denied Persons List, Unverified List, Entity List and Debarred Parties List (collectively, “**Restricted Parties**”).

**(b) Restricted Parties.** Customer represents that neither the Customer nor any of its end users: (i) is a Restricted Party; (ii) is located in, organized under the laws of or ordinarily resident in a Restricted Country; (iii) will directly or indirectly export, re-export or otherwise transfer any goods, technology or Services covered by the Terms and Conditions to Restricted Countries or Restricted Parties; or (iv) will

access or otherwise use the Services from or in a Restricted Country.

**(c) Restricted Activities.** Customer will not directly or indirectly use or transfer the Services: (i) in violation of any Trade Control Laws; (ii) for activities directly or indirectly related to the design, development, production, stockpiling or use of nuclear explosive devices, missiles, chemical or biological weapons or other restricted end-uses; or (iii) for activities directly or indirectly related to Restricted Countries or Restricted Parties. Customer will not use the Services or any component thereof to process, export, re-export, store, host or otherwise transfer any Customer Data that is subject to the ITAR or subject to the EAR. Customer is solely responsible for compliance with Trade Control Laws in the use of the Services and in the use and processing of Customer Data or access to Customer Data by Customer. Customer is solely responsible for obtaining and complying with any required licenses or other authorizations under applicable Trade Control Laws for such activities.

**11.5 Severability.** If any provision of these Terms and Conditions is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms and Conditions will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled *Limitation of Liability* will remain in effect notwithstanding the unenforceability of any provision in the subsection titled *Limited Warranty*.

**11.6 Waiver.** Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.7 Remedies.** Except as provided in the sections titled *Limited Warranty for Professional Services* and *Indemnification*, the Parties’ rights and remedies under these Terms and Conditions are cumulative. Customer acknowledges that the Services, Services Technology and Documentation contain valuable trade secrets and proprietary information of Iron Mountain and its suppliers, that any actual or threatened breach of the sections titled *Services Use*, *Intellectual Property* or *Confidentiality* or any other breach by Customer of its obligations with respect to Intellectual Property Rights of Iron Mountain or its suppliers will constitute immediate, irreparable harm to Iron Mountain and its suppliers for which monetary damages would be an inadequate remedy. In such case, Iron Mountain and

its suppliers will be entitled to immediate injunctive relief without the requirement of posting bond. If any legal action is brought to enforce these Terms and Conditions, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**11.8 No Assignment.** Neither Party shall assign or otherwise transfer the Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment or transfer in violation of the foregoing will be null and void; provided, however, that Iron Mountain may assign or transfer the Agreement to an Affiliate. In the event of a change of control of a Party, whether in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, such Party will provide written notice to the other Party at least (30) days prior to the change of control. The Terms and Conditions shall be binding upon the Parties and their respective successors and permitted assigns.

**11.9 Force Majeure.** Any failure or delay by either Party in the performance of its duties or obligations (except the payment of money owed) will not be considered a default, breach or ground for termination of the Agreement if such failure or delay is caused by an act of God, war, civil commotion, terrorism, riot, labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such Party (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 these Terms and Conditions affected by the Force Majeure Event for as long as such Force Majeure Event continues. The affected Party shall use reasonable efforts, under the circumstances, to notify the other Party of the occurrence of a Force Majeure Event and use commercially reasonable efforts to resume performance in a timely manner.

**11.10 Independent Contractors.** Customer's relationship to Iron Mountain is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Iron Mountain.

**11.11 Third Parties.** Certain software vendors are intended third party beneficiaries of Section 3 of these Terms and Conditions for the purposes of protecting their Intellectual Property Rights and for no other purposes.

**11.12 Notices.** Each Party must deliver all notices or other communications required or permitted under these Terms and Conditions in writing to the other Party by courier, by certified or registered mail (postage prepaid and return receipt requested), by electronic mail or by a nationally-recognized overnight delivery service. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier, electronic mail or overnight delivery service, any such notice shall be considered to have been given on the delivery date.

**11.13 Conflict of Terms; Purchase Orders.** In the event of a conflict or inconsistency between these Terms and Conditions and the terms of any Statement of Work, these Terms and Conditions shall govern and control. Additional or conflicting terms and conditions on any purchase order shall not apply and are expressly rejected by Iron Mountain. Notwithstanding anything to the contrary, the Parties agree that in the event of a conflict between these Terms and Conditions and any terms agreed between the Parties relating to other services offered by Iron Mountain, including in relation to management of physical data, these Terms and Conditions shall prevail in relation to the Services (as defined hereunder) only.

## **12. TRIAL PERIOD TERMS AND CONDITIONS**

**12.1 Scope and Trial Term.** To the extent an applicable SOW details Customer's trial of InSight Services or a "proof of concept" or "pilot" (the "Trial"), these Trial Period Terms and Conditions (in addition to the Terms and Conditions of the Agreement) shall govern such Trial during the period of time designated for the Trial in the SOW, (the "Trial Period"). To the extent these Trial Period Terms and Conditions conflict with the rest of the Terms and Conditions in this Agreement, these Trial Period Terms and Conditions shall prevail only during the Trial Period. Notwithstanding anything to the contrary in the Agreement, SOW or any other written agreement between the parties, the Trial Period shall not extend beyond one (1) year from the effective date of the applicable SOW.

**12.2 Waiver of Liability/No Warranty.** Services performed during the Trial Period are provided "as-is" with no warranty whatsoever, whether express or implied, including without limitation any implied warranties of title, merchantability or fitness for a particular purpose. In no event shall Iron Mountain incur any liability for loss or damage that Customer or any third party suffers or claims to have suffered arising out of or in connection with the Trial Period.

12.3 Use of Services. Notwithstanding anything to the contrary under these Terms and Conditions, Iron Mountain grants to Customer a personal, limited, non-transferable, non-exclusive right solely to access and use the InSight Services and “Documentation” for the purpose of testing and evaluating the InSight Services during the Trial Period. Customer shall make the Services available only to its personnel who are involved in this proof of concept exercise.

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