

RM Services (Latvia)

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

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

STORAGE SERVICES

Storage: In return for the monthly storage fee, Iron Mountain stores in its facility the Articles handed over by the Customer. Iron Mountain stores the Articles in Boxes, and calculates the storage fee per Box. If the calculated monthly storage fee would not reach this, Customer will pay **monthly minimum storage fee** as set in the fee table. Storage will be charged for a full month regardless of the number of days in the month during which the Articles have been in storage. Iron Mountain reserves the place of Boxes/Folders/Articles ordered for retrieval, therefore, the storage fee will be charged even when the respective Boxes/Folders/Articles are retrieved.

INTAKE SERVICES

First transportation (within or outside Riga): If Iron Mountain delivers the Boxes to the Facility, per Box transportation fee will be charged. Daily maximum completion quantity is 90 Boxes. In case of transportation outside of Riga, SLAs are subject to negotiations, but the fee will be charged per km-distance.

Barcoding: Upon first sending the Articles into Iron Mountain’s facility, for identification purposes, Customer puts barcodes on the Boxes and on each Folder. If Customer failed to do so, Iron Mountain will put barcodes on the Boxes and on each Folder, and shall charge a per item barcoding fee (separately for Box and Folder). None of the parties barcode individual Articles.

Registration: Upon first receiving the Articles, Iron Mountain registers the barcoded Boxes and Folders in the electronic inventory system (RSSQL), and allocates the Boxes/Folders in the facility. Iron Mountain does not register individual Articles separately. Iron Mountain will charge the registration fee per item (separately for Box and Folder registration).

Data import: Customer may provide descriptive information on the Boxes/Folders delivered to the facility. If Customer hands over such list in an excel format, Iron Mountain will upload the data into RSSQL, and will charge a per data line service fee. Iron Mountain never examines the authenticity of the listed information, and does not accept their correctness in any way.

Data entry: If Customer failed to provide any descriptive information on the Boxes/Folders, Iron Mountain will automatically draw up an electronic list regarding the descriptive information listed on the head/spine/back of each Folder, and will charge a per data line service fee. Iron Mountain does not check the contents of the Folders/Articles, however, and does not accept the correctness of the data indicated on the head/spine/back of the Folders. The service includes the import of the listed data into RSSQL.

ACCESS SERVICES:

Retrieval: This Service includes the physical identification of the requested Box/Folder/Article stored in the facility, and its temporary retrieval from the facility. When Customer retrieves a Box/Folder/Article, Customer will pay the respective per item (Box/Folder or Article) fee only. If Folders are not registered, however, in case of Folder/Article retrievals, Iron Mountain will charge the Box retrieval fee, plus the retrieval fee for unregistered items per hour. In case of retrieving any unregistered items, Customer has to provide descriptive information to ease the search for the items, and will be obliged to pay the applicable service fees even if Iron Mountain failed to find the respective unregistered items. Retrieval fee is charged automatically if for the completion of Customer’s Service order, the prior retrieval is a prerequisite (e.g. e-mail, FTP or physical delivery). Therefore, unless otherwise specified herein, the SLA for both retrieval and such other Service orders will only be applicable if the daily retrieval quantity does not exceed the below maximum. While normal retrieval orders are completed within 24 working hours, urgent retrieval orders are completed within 8 working hours. In case of urgent retrieval, Iron Mountain will charge **urgent retrieval surcharge** (per item) beyond normal retrieval fee.

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| SLA – Retrieval/Urgent Retrieval Box / Folder / document | 50 Boxes / 25 Folders / 5 Articles / day |
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Refile: When Customer hands back the previously retrieved Box/Folder/Article for further storage, Iron Mountain reinstates the Box/Folder/Article to its facility, and charges the refile fee. Provisions set for retrieval apply *mutatis mutandis*.

Insert unregistered document: Upon Customer’s order, against a per item fee, Iron Mountain adds supplementary Articles to a registered Folder already stored within the facility. Descriptive information on the Articles will not be recorded/registered. Provisions set for retrieval apply *mutatis mutandis*.

Scanning: Whenever Iron Mountain needs to scan the Articles, Iron Mountain charges a per page scanning fee. Iron Mountain explicitly draws Customer’s attention that during scanning it prepares simple electronic copies only, which are not capable to trigger any legal effect. Iron Mountain does not provide electronic signature or time stamp services. The digitalised image created during scanning shall not be qualified as an authentic electronic document, and does not equivalently substitute the original paper-based document in official procedures.

E-mail delivery: Iron Mountain charges a per e-mail fee (max. 5MB) for the e-mail transmission of scanned images to the Customer. Normal e-mail delivery orders will be completed within 24 working hours, urgent orders will be completed within 8 working hours.

FTP delivery: After prior technical cooperation and agreement with the Customer, Iron Mountain transmits the scanned images via a secure file transfer protocol to Customer's own server, and charges a per file transmission fee. Normal FTP delivery orders will be completed within 24 working hours, urgent orders will be completed within 8 working hours.

Postal delivery: If Customer so requires, Iron Mountain sends the retrieved Articles to the Customer's address via post, and charges per letter fee therefor, plus the actual postal expenses. Since the Articles are delivered by post, Iron Mountain cannot commit itself to completion deadlines.

Meeting room rental: Iron Mountain provides meeting room at its facility for the Customer in order to ensure access to the Articles on-site. The rental fee is an hourly fee, but the first 30 minutes are complimentary.

Physical delivery (within Riga): Iron Mountain charges delivery fee for visiting the Customer sites within Riga if the route involves or aims to involve the physical delivery of Articles/Folders/Boxes, or if Iron Mountain delivers document storage products to/from Customer. Iron Mountain charges a per occasion delivery fee for all delivery/pick-up activities. If Customer orders priority delivery (only available within Riga), per item **priority fee** will also be charged as an add-on. Normal delivery orders will be completed within 48 working hours from the confirmation of the order, whereas priority delivery orders will be completed within 16 working hours from order confirmation. These SLAs will not apply to pick-up. Daily maximum order quantities are seen below.

Physical delivery (outside Riga): Whenever Iron Mountain needs to transport document storage products or Customer materials (Boxes/Folders/Articles) outside of Riga, a km-based transportation fee will be charged. Daily maximum order quantities are seen below. SLA is subject to negotiations.

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| SLA – Physical delivery (within or outside Riga) | 5 Boxes / 5 Folders / 5 Articles / day |
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Report preparation: Upon Customer's order, Iron Mountain provides full inventory list on the items stored within the facility. Up to 500 entries (number of rows in the list), lump sum will be charged. Beyond that, reporting fee will be charged per item.

Preparation for destruction: Iron Mountain charges a per item fee for the preparation of Boxes/Folders for secure destruction. This service is not available for individual Articles. Preparation includes the retrieval of the Box/Folder ordered for destruction by the Customer, the creation of destruction act, the loading/unloading of Boxes/Folders, and their transportation to the destruction facility. Since Iron Mountain does not examine the real contents/value of the individual Articles, Customer is responsible to ensure that – due to the specific contents/value of the respective Articles - the destruction is not subject to special conditions (such as preliminary official authorization, notarial certification, permit from public archives, etc.). It is also for the Customer to examine whether the statutory periods relevant for the retention of Articles have elapsed (or that such retention periods are not applicable). In order to examine all these factors, Iron Mountain sends a preliminary destruction act to the Customer before destruction, where it lists the barcoded Boxes/Folders ordered for destruction by the Customer. If the preliminary destruction act is sent back to Iron Mountain in a signed form (either on paper or electronically), Iron Mountain will consider that the destruction of the listed Boxes/Folders does not infringe any statutory instruments or regulatory decree, and does not jeopardise others' property. Iron Mountain will not send any destruction act with respect to Articles collected from the Customer's premises.

Destruction: Upon Customer's order, Iron Mountain safely destroys Customer's Boxes/Folders stored within the facility. Destruction fee will be calculated per kg. This service is not available for individual Articles. Box content will not be restorable after destruction. Storage fee for Articles destroyed before the end of an invoicing period are non-refundable. In case of destructing the full quantity of Boxes/Folders, Customer is obliged to pay for destruction in advance, before the actual start of destruction.

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| SLA – Destruction Box / Folder | 50 Boxes / 25 Folders / day |
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Permanent withdrawal: When Customer orders the final removal of Boxes/Folders from Iron Mountain's facility, Iron Mountain retrieves the Boxes/Folders from the facility, prepares an electronic closing report for the Customer, and changes the inventory status from 'in' to 'perm-out' in the RSSQL inventory system. Loading of truck and transportation of Boxes/Folders are not included. Permanent withdrawal is a per item fee. In case of permanently withdrawing the full quantity of Boxes/Folders, Customer is obliged to pay for permanent withdrawal in advance, before the actual start of removal. Storage fee of Articles withdrawn before the end of an invoicing period are non-refundable. For more information with respect to different types of permanent withdrawal (mid-term and contract expiry), please see the General Terms & Conditions.

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| SLA – Permanent withdrawal Box / Folder | 50 Boxes / 25 Folders / day |
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ARCHIVING SERVICES

Upon Customer's order, Iron Mountain provides professional support to the sorting/selection of Folders stored either at Iron Mountain's facility or at the Customer's site. Based on Customer's actual order, archival services might include the **sorting of long-term Folders** (usually employee files) according to statutory criteria, the **sorting of short-term Folders** according to criteria selected by the Customer, the **selection of Folders apt for destruction** by examining whether the statutory retention periods have elapsed, or **other specified archiving works** (e.g. handling, packing). Please note that in the course of archiving services, Iron Mountain investigates the descriptive information listed on the head/spine/back of the Folders only, but (unless otherwise agreed) does not sort the individual Articles located within the Folders. Customer shall verify the Service completion by signing the worksheet. Archiving Services are either per item or per hour fees.

DESTRUCTION SERVICES FOR NON-STORED ITEMS

Customer may order the destruction of documents located at the Customer's site.

Monthly administration of container rental: This Service includes the administration of maximum one container per month, i.e. the transfer of the container suitable for the collection of waste paper to the Customer's site located within Riga, the

collection of the container when it is full, its' transportation to the destruction facility, the removal of waste paper from the container, and the waste papers' physical destruction in a secure and safe manner. All loading/unloading works included. The container is equipped with a numbered secure seal. Customer hands over the waste papers in the container secured with the seal. Before closing the container, the Customer checks whether the documents are destructible, and whether the statutory retention periods have elapsed (or such retention periods are not applicable). The Customer examines that the destruction is not subject to special conditions such as preliminary official authorization, notarial certification, permit of public archives etc. – due to the specific contents, type or, value of the documents. Once Customer placed its destruction order, Iron Mountain will consider that the destruction of the documents does not infringe any statutory instruments or regulatory decree, and does not jeopardise others' property.

Transportation/Loading/Destruction: If the first container ordered during a month needs to be transported to/from, loaded/unloaded at a Customer-site outside of Riga, or if Customer orders the second or more containers during a calendar month, transportation/loading and destruction fees will be charged separately. Transportation within Riga and loading services will be charged per container, transportation outside Riga will be charged per km, whereas destruction will be charged per kg.

ADDITIONAL SERVICES

Loading: Unless the respective Service already covers this activity, Iron Mountain will charge an hourly fee for the handling and loading/unloading of Boxes/Folders/Articles or document storage products at the Customer's premises.

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

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

Reboxing: If the Boxes are overloaded, damaged or worn due to normal wear to such extent that the Folders/Articles are at the risk of damage, Iron Mountain will automatically relocate the Folders/Articles into appropriate new, standard Iron Mountain Boxes, unless the Boxes were sealed. The price of new Boxes as well as the service fee of reboxing will be borne by the Customer. Barcoding and registration of the new Box is included. If any damage to the Boxes occurs due to Iron Mountain's wrongful conduct, the costs of relocation shall be borne by Iron Mountain.

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

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

Copy: Iron Mountain charges a per page fee whenever it needs to photocopy Articles (until A4 size, one side = 1 page), e.g. when Customer orders the original Article for retrieval, but request Iron Mountain to keep a copy within the inventory.

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

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

PRODUCTS:

Iron Mountain sells to the Customer document management products, such as carton boxes, folders, barcode tags and box seals, and charges a per piece purchase price therefor.

PREPARATION OF EMPLOYMENT CERTIFICATES:

If Customer stores its employees' personnel records within the facility, upon Customer's order, Iron Mountain prepares a certificate about personnel records of a certain employee for the period indicated by the Customer (maximum period for one certificate is up to 10 years). The certificate will then be submitted to the Customer or social insurance authority subject to agreement with Customer. Depending on the required period of employment to be covered by the certificate, the type of certificate and preparation fee varies. For certificate covering up to 1 year - **simple** certificate preparation fee; over 1 and up to 3 years - **medium complexity** certificate preparation fee; over 3 and up to 5 years - **complex** certificate preparation fee; over 5 and up to 10 years - **very complex** certificate preparation fee will be charged. Preparation of certificates will be charged per certificate (to each employee, a separate certificate belongs). Sending of certificates (copies of certificates) are not included in the preparation fee, and will be billed separately. Certificates will be prepared within 25 working days from the Customer's order. Against a per certificate **extra fee** (add-on), however, Iron Mountain prepares the certificates within 10 working days.

NOTES

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