



FRAMEWORK AGREEMENT FOR MANAGED SERVICES

This Framework Agreement for Managed Services (along with the Service Specific Terms and Conditions and applicable Schedules, exhibits and attachments, the “Agreement”) is entered into by and between Iron Mountain Information Management Services, Inc., with a principal place of business at One Federal Street, Boston, MA 02110 (“Iron Mountain”) and the legal entity receiving the Services specified on the Schedule (together with its divisions and Affiliates, “Customer”). By receiving Services 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 provision of acceptance of these terms or, if earlier, upon Customer’s first receipt of the Services (“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. If the Parties wish to add a Customer Affiliate to receive Services under this Agreement, such Affiliate and Iron Mountain shall execute a new Schedule referencing this Agreement.

“**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 online help files 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 unrecognizable form in which meaning cannot be understood without the use of a confidential process or key.

“**Professional Services**” means the installation, training, or data shuttling services performed by Iron Mountain or Supplier personnel for the benefit of Customer as set forth in a Schedule.

“**Schedule**” means a document annexed to this Agreement, physically or by reference, or electronic documentation provide as part of a transaction on an online marketplace which incorporates these terms and conditions, and describes among other things the Services, applicable SSTC, term, number of licensed users and pricing.

“**Service Specific Terms and Conditions**” (“SSTC”) means the specific terms and conditions related to the Service(s) the Customer is licensing from Iron Mountain as part of its provision of managed services. The applicable SSTC will be specified on each Schedule, and each SSTC will only apply to the particular Services described therein.

“**Services**” means the managed, hosted, and/or cloud-based services, Support Services, Professional Services, and Documentation necessary to provide Services, all as set forth in the SSTC and applicable Schedule.

“**Suppliers**” means Iron Mountain’s licensors, vendors, 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 SSTC or Schedule.

2. License.

2.1. License Grant for Services. Iron Mountain shall perform the Services at the rates and charges set forth in a Schedule. 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 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 are licensed 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, localize 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 libelous, 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 authorized employees and shall use all commercially reasonable efforts to prevent unauthorized access to, or use of the Services, and will notify Iron Mountain promptly of any such unauthorized 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 unauthorized acquisition of a Password.

3. **Term and Termination.**

3.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all Schedules executed under this Agreement expire or terminate. 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 Cause. Either Party may terminate this Agreement or the affected Schedule(s) (a) immediately, 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) in the event that a Party materially breaches its obligations under this Agreement and fails to cure such default within forty-five (45) 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 (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 the 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. **Prices and Payment.**

4.1. Charges. Customer shall pay the charges for the Services as set forth in the applicable Schedule(s) (collectively, the "Fees"). All applicable sales and use taxes and similar governmental charges will be stated separately on Iron Mountain's invoice and shall be the responsibility of Customer.

4.2. Payment Terms. Unless otherwise set forth in a Schedule, payment terms are net, thirty (30) days from date of invoice; if Customer is delinquent, Iron Mountain may (in its discretion) charge Customer late fees totaling one percent (1%) per month of the outstanding balance.

5. **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 authorization 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 (fax, email or hard-copy). Customer releases Iron Mountain from all liability by reason of the destruction or deletion of Data pursuant to Customer's authorization.

6. **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.

7. Intellectual Property; Ownership; Data Disclaimer.

7.1. 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. 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.

7.2. 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.

7.3. 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.

8. Warranties.

8.1. Iron Mountain Service Warranty. Iron Mountain warrants to Customer that for the term 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.

8.2. 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.

8.3. 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 8 AND IN THE APPLICABLE SSTC 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 8.

9. Limitation of Liability; Indemnification.

9.1. Negligence Based Liability. Iron Mountain shall have no liability for any losses, costs, damages or expenses arising out of or in connection with 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.

9.2. Maximum Liability for the Services. Iron Mountain'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 shall be limited to the Fees paid by Customer in the six (6) months immediately preceding any claim. Data is not insured by Iron Mountain against loss or damage, however caused and Customer shall cause its insurers of Data to waive any right of subrogation against Iron Mountain. 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 assumes no liability whatsoever for Data that is (i) unencrypted; or (ii) modified or deleted by Customer.

9.3. **No Consequential Damages.** Except for liability arising from Customer's indemnification obligations in this Agreement, in no event will either Party or Iron Mountain'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, or the loss of or cost of recreating any data, 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.

9.4. **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 attorneys' 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.

9.5. **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) allegations that the Data infringes any intellectual property right of any third party or violates any applicable law; and (ii) Customer's breach of the license terms and use restrictions set forth in Section 2 or in a SSTC. Iron Mountain shall provide Customer prompt written notice of any such claim or demand and Customer shall have sole control of the defense 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.

9.6. **Infringement Indemnification.** Iron Mountain shall defend, indemnify and hold harmless Customer and its officers, directors and employees from and against any third-party claim or demand alleging that the Services infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets, provided that Customer provides Iron Mountain with prompt written notice of any such claim, suit or demand and consents and authorizes Iron Mountain's sole control of the defense of any resulting litigation or settlement thereof. With respect to the foregoing indemnification, Iron Mountain's sole obligation and Customer's exclusive remedy will be for Iron Mountain to defend any such claim or demand and pay any resulting judgment or settlement made, notwithstanding the limitations of liability in this Section 9. Iron Mountain will have no liability or obligation to Customer with respect to any claim of infringement or misappropriation in the event and to the extent based upon (i) use of or access to the Services in or from an application or environment or on a platform or with devices not authorized in Documentation or other requirements specified in a Schedule or this Agreement; (ii) modifications, alterations, combinations or enhancements of the Services not created by Iron Mountain; or (iii) any patent, copyright, or trade secret in which Customer or any Affiliate of Customer has an interest. The foregoing indemnification obligations shall not apply in the event that the claim or demand arises as a result of Customer's negligence, intentional misconduct, or breach of this Agreement. If any Services are held, or in Iron Mountain's reasonable opinion could be held, to constitute an infringement or misappropriation of any third party's copyright or trade secret, Iron Mountain may at its option (a) procure the right for Customer to continue using or accessing the Services, (b) replace the Services with a non-infringing equivalent service; or (c) modify the Services to make them non-infringing. This section states Iron Mountain's sole liability to Customer and Customer's exclusive remedy with respect to any claims of infringement or misappropriation arising out of or in connection with this Agreement.

9.7. **Construction.** This Section 9 "Limitation of Liability; Indemnification" is not intended to and will not be construed as excluding or limiting any liability contrary to applicable law or public policy, including but not limited to, liability for death or bodily injury. If applicable law or public policy renders any portion of this Section 9 unenforceable or invalid, the remainder of the Section will remain in full force and effect.

10. **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.

11. **Data Protection.** Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect Data processed by Iron Mountain against loss, damage or disclosure. Iron Mountain shall process Data only to the extent required to carry out its obligations or exercise its rights under this Agreement or in accordance with the instructions of Customer. Customer hereby instructs Iron Mountain to take such steps in the processing of Data as are reasonably necessary to the

performance of Iron Mountain's obligations under this Agreement, and agrees that such instructions constitute its full and complete instructions as to the means by which Data shall be processed by Iron Mountain. Except as authorized by Customer or pursuant to Section 12 below, Iron Mountain will not disclose Data to any third party other than subcontractors and agents who have agreed to comply with obligations substantially similar to those set forth herein. To the extent that any privacy or data protection laws impose an obligation upon Iron Mountain to comply with an individual's request for access to or correction of their Data, Customer agrees that it shall satisfy such obligations. Upon termination of this Agreement, Iron Mountain shall return Data to the Customer or destroy such Data in accordance with Customer's written instructions, subject to the Fees on the applicable Schedule(s).

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

13. **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.

14. **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, labor 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.

15. **Customer Default.** In the event Customer fails to pay any undisputed fees as and when due pursuant to this Agreement or the applicable Schedule 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. 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.

16. **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.

17. **General Provisions.**

17.1. **Notices.** All notices relating to this Agreement shall be in writing and shall be delivered (i) by overnight courier or hand; (ii) postage prepaid certified or registered first-class mail with return receipt requested; (iii) electronic transmission; or (iv) facsimile. 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 mail, or upon acknowledgment or receipt of electronic transmission.

17.2. **Relationship with Third Parties.** 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.

17.3. **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 4, "Prices & Payment"; Section 7, "Intellectual Property; Ownership; Data Disclaimer"; Section 9, "Limitation of Liability; Indemnification"; Section 10, "Confidentiality"; Section 17 "General Provisions."

17.4. **Dispute Resolution.** Any and 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") will be resolved by the process set forth in this section. Each of the Parties shall appoint a member of its senior management to attempt to settle the Dispute in an amicable and equitable manner. If the Parties are unable to

resolve any such Dispute within sixty (60) calendar days of the event giving rise to the Dispute, the Dispute will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and in such event each Party hereby consents to the resolution of such Dispute in this manner. Judgment on the award rendered by the arbitration may be entered in any court of competent jurisdiction. Within fourteen (14) days after the commencement of arbitration, the Parties shall mutually agree on the appointment of a single arbitrator, or failing agreement within such fourteen (14) day period, the American Arbitration Association will select the single arbitrator. The place of arbitration will be Boston, Massachusetts, USA. The Parties shall maintain as strictly confidential the arbitration proceedings and arbitration award, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the Parties' respective attorneys, tax advisors and senior management. The Parties agree that all Disputes will be arbitrated on an individual basis and that neither Party shall bring (or participate in) any class, collective, or multi-party claim with respect to a Dispute. Arbitration in the manner set forth in this section is the exclusive means of resolving any Disputes except for (i) the enforcement by either Party of its intellectual property rights; or (ii) in the event a Party seeks injunctive relief.

17.5. Choice of Law; Waiver of Jury Trial. This Agreement will be governed by the law of the state in which the Customer's principal place of business is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The parties expressly waive any right to a jury trial regarding disputes related to this Agreement.

17.6. Export. Customer may not use or otherwise export or re-export any agent or product provided by Iron Mountain hereunder except as authorized by United States law and the laws of the jurisdiction in which the agent or product was obtained. In particular, but without limitation, an agent may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to any person on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By receiving any such agent or product Customer represents and warrants that it is not located in any such country or included on any such list.

17.7. 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. The non-assigning Party shall not unreasonably withhold its consent.

17.8. Government End-User Notice. If a Schedule includes licensed software, such licensed software is a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein.

17.9. ITAR/EAR Compliance. Customer represents that none of the Data stored by Iron Mountain or its Suppliers pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Customer's Data does contain any such information, Customer shall notify Iron Mountain of the specific Data that contains such information and acknowledges that special rates shall apply thereto.

17.10. 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.

17.11. 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

17.12. Order of Precedence; Purchase Orders. In the event of inconsistency between this text and the terms of any SSTC or Schedule, the following shall be the order of precedence: (i) the SSTC, with respect to the applicable Services only; (ii) this text; 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.

17.13. Entire Agreement. This Agreement and its Schedules constitutes 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.



**SERVICE SPECIFIC TERMS AND CONDITIONS:
IRON MOUNTAIN POLICY CENTER STANDARD EDITION**

The Iron Mountain Policy Center Standard Edition is licensed for use by Customer under these Service Specific Terms and Conditions (“SSTC”) and the Framework Agreement for Managed Services (or Framework Amendment for Managed Services) between the Parties (“FAMS”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC.

1. Definitions.

“**Content Partner**” shall mean an appropriately skilled attorney qualified in the applicable jurisdiction.

“**Data Set**” shall mean the jurisdictions, legal subject areas, record taxonomy and retention rules that comprise Iron Mountain’s retention schedule as a service as defined in a Schedule.

“**Data Set Subscription**” shall mean the Customer’s subscription to one or more Data Sets as specified in a Schedule, and as further described in Section 2.

“**Major Revisions**” are defined as changes in the Data Set as part of the Subscription that affect the retention period, trigger event, the scope of records affected, or the source object.

“**Minor Revisions**” are updates to the Data Set provided by Iron Mountain as part of the Subscription that do not qualify as Major Revisions.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the Software Service is Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusions (defined herein).

“**Record Retention Rule**” shall mean a suggested period of time an object within a Data Set should be retained as defined in the Schedule.

“**Record Class Taxonomy**” shall mean a classification structure that represents one or more business operations within a Data Set as defined in a Schedule.

“**Service**” means, for the purposes of this SSTC, any of the Software Services, Data Set Subscription, Support Services and training described herein.

“**Service Credit**” is a dollar credit, calculated as set forth herein, that Iron Mountain may credit back to an eligible Customer.

“**Software Service**” means the Iron Mountain Policy Center Standard Edition service and associated Documentation specified in the Schedule.

“**Software Subscription Level**” means the edition type of the Software Service that the Customer has subscribed to as set forth in the Schedule.

“Term” shall have the meaning ascribed to such term in the Schedule.

“Updates” shall be defined as Minor Revisions and Major Revisions to the Data Set provided by Iron Mountain hereunder.

“Unavailable” and **“Unavailability”** means that Customer is not able to sign in to the Software Service system using valid user credentials, over a working Internet connection with a standard web browser.

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

2. Data Set Subscription

2.1. Categorization of a Data Set Subscription. Iron Mountain will provide Customer with legal data and information related to Customer’s information and record retention requirements, limitation periods, and other items, as agreed by the Parties from time to time, in each case, as set forth in a Schedule. The legal data and information is intended to provide the Customer with information to inform decisions regarding recordkeeping requirements. The legal data and information provided by Iron Mountain as part of the Data Set Subscription does not constitute legal opinion and is not provided as part of the practice of law.

2.2. Scope of a Data Set Subscription. Iron Mountain will provide the data and information described above in Section 2.1 for the Data Sets set forth in the Schedule. Iron Mountain’s source type categorization tags and legal area taxonomy terms will be applied to the Data Sets provided to Customer. Iron Mountain will provide one Record Retention Rule suggestion for each node in the Record Class Taxonomy for each in-scope jurisdiction group set forth in the Schedule.

2.3. Source of Data. All Data Set Subscriptions and any Updates related thereto will be provided by Iron Mountain or a Content Partner designated by Iron Mountain, in its sole discretion. The legal information provided by Iron Mountain for each jurisdiction included in Customer’s Data Set Subscription shall be obtained from, or reviewed and approved by, appropriately skilled attorneys qualified in that jurisdiction, whether such attorneys are employees of Iron Mountain or a Content Partner designated by Iron Mountain. The Record Class Taxonomy and Record Retention Rules in the Data Set shall be obtained from, or reviewed and approved by, appropriately skilled resources qualified in the areas of business, whether such resources are employees of Iron Mountain or a Content Partner designated by Iron Mountain.

2.4. Timeline. Upon execution of the Schedule, Iron Mountain will endeavor to commence delivery of the Data Set Subscription that will include components as further defined in the Schedule.

2.5. Updates and Revisions. At least once per 360 day period and otherwise from time to time in its sole discretion, Iron Mountain will provide Customer with Updates to maintain currency of the information for the Data Set. In each case, Updates will be labeled by Iron Mountain as either Major Revisions or Minor Revisions as defined in this SSTC. In the event that Customer notifies Iron Mountain in writing, or Iron Mountain becomes aware of an error or omission in the content comprising the Data Set Subscription, Iron Mountain shall within a reasonable time period provide Customer with an Update correcting such error or omission and include any omitted content in the Data Set Subscription going forward. The obligations to provide Updates under this Section apply to the content of each Data Set, as updated from time to time in accordance with this Section 2.5.

2.6. Language. All information in the Data Set will be provided in US English. Legal text will be delivered in local language, as provided by Iron Mountain or its Content Partner. English translations will be provided on a best efforts basis, in Iron Mountain's sole discretion. .

3. Software Subscription.

3.1. Subscription Procedure. Customer will subscribe to the Software Service under a Schedule. The features of the Software Service and the terms and conditions applicable to that order are specified in the Schedule.

3.2. Initial Service. Iron Mountain will provide the Software Service in combination with the Data Set Subscription described in the Schedule to Customer for the Term specified in such Schedule.

3.3. 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.

3.4. Software Maintenance Upgrades. During the Term, Customer shall receive bug-fixes, enhancements to existing functionality, and all new releases commensurate with their Software Subscription Level, as designated by the Iron Mountain in its reasonable discretion, and at no additional charge. Support Services do not include preparation of Data, configuration or customization of the Software Service.

3.5. Software 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, as defined in the FAMS.

4. Pricing.

4.1. Pricing. Pricing for the Service shall be as set forth in the Schedule.

4.2. Payment Policy. All invoicing terms shall be set forth in a Schedule. All other terms and conditions governing the payment of fees, including, without limitation, any late payment provisions, are set forth in the FAMS.

4.3. Data Storage & Backup Fees. The price of the Software Service includes online Data storage and nightly Data backups. A rolling archive of Data is maintained for the past fourteen nightly backups, the past twelve monthly backups and all annual backups.

5. Terms of Use. Subject to the terms and conditions of this SSTC, Iron Mountain agrees to and hereby grants to Customer and its Affiliates, and its and their respective employees and contractors ("Customer Group") the right and permission to access, use, execute and display the Service and the information and material provided to Customer in connection with the Data Sets for Customer Group's internal use only in accordance with the terms of this SSTC, the relevant Schedule and the FAMS. Internal use excludes the transfer (except to affiliates), sale or commercial use of the Data Sets. Failure to renew a Data Set Subscription shall not affect the Customer Group's right to access, use and display the previously provided information and material internally. This Section shall survive termination of the the Agreement and any applicable Schedule.

5.1. Accessing User Accounts. User logins are for designated Users and cannot be shared or used by more than one User. Customer will only access and use the Service through the User IDs issued by Iron Mountain or Customer, as the case may be. Users will not share User IDs with each other or with third parties. Iron Mountain may assume a person

entering a User ID and password is, in fact, that user, unless otherwise advised by Customer. Iron Mountain may assume the latest email addresses and registration information on file with the Service are accurate and current.

5.4. *Usage Rights*. Users may access and use the Software Service from any location through User IDs (issued by the Iron Mountain or Customer, as the case may be). 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.

5.5. *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 and Data Set is licensed on a subscription basis and not “sold” to Customer. Iron Mountain expressly reserves all rights to the Data Set. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization, compilation or derivative work thereof.

6. Support Services.

6.1. Support requests are triaged by an Iron Mountain representative assigned to the company support pool. Upon initial review, the support request is categorized and assigned to the appropriate support group. Data Set Subscription requests will be assigned to the Data Set Subscription support group, technical requests pertaining to Software Service will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group.

6.2. *Call-In Support*. Iron Mountain will provide call-in Support Services during Normal Hours of Operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such call-in support service, Customer must: (A) communicate the error to Iron Mountain using its designated contact persons; and (B) assign a severity level and adequately describe and document the reported error.

6.3. *Online Support*. Iron Mountain will provide online Support Services via support website and email during Normal Hours of Operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such online support service, Customer must: (i) communicate the support request to Iron Mountain; and (ii) adequately describe and document the reported error. At any time, Customer may check on an existing support request, view the name of the support group assigned to the request, the severity level and make additional follow on comments using the online support website.

6.4. *Off-hours Support*. Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide call-in Support Services and online support systems to allow Customer to initiate a new support request or check on an existing support request, 24 hours a day, 7 days a week. Customer must follow the same support request procedures set forth in Sections 6.2 and 6.3 above.

6.5. *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 authorized contacts. Support 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.

7. Service Level Agreement for Software Service.

7.1. Service Commitment. Iron Mountain shall use commercially reasonable efforts to make the Software Service available with a Monthly Uptime Percentage of at least 99.5% during each calendar month (the “Service Commitment”). In the event the Software Service does not meet the Service Commitment, Customer is eligible to receive a Service Credit as described below.

7.2. Service Credits. Service Credits are calculated as a percentage of the total charges paid by Customer, pro-rated for the month in which the Unavailable event of the Software Service occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

7.3. Credit Request and Payment Procedures. To receive a Service Credit, Customer or a User shall submit a claim by opening a case in the Software Service Help System. 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 “SLA Credit Request” in the subject line; (ii) the dates and times of each Unavailability incident that Customer or a User 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 the Monthly Uptime Percentage of such request is confirmed by Iron Mountain and is less than the Service Commitment, Iron Mountain shall issue the Service Credit to Customer within thirty (30) 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.

7.4. SLA Exclusions. The Service Commitment does not apply to any Unavailability, suspension, termination or other performance issues of the Software Service: (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 the Agreement; or (v) arising from suspension or termination of Customer’s right to use the Software Service in accordance with the Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, Iron Mountain may issue a Service Credit considering such factors.