



Special Terms and Conditions Applicable to Federal Data Center Colocation Services

These Special Terms and Conditions apply to all Data Center colocation services provided by Iron Mountain under the Agreement, and have precedence over any different or conflicting terms or conditions of the Iron Mountain General Terms and Conditions.

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”) means 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.

“Authorized User” means an agent, employee, or other representative of Customer with a certain level of authority (“Authorization Level”) to bind Customer, as granted by Customer on Iron Mountain’s standard authorization form or secure web portal. Such authorization will constitute Customer’s representation that each Authorized User has the authority to bind Customer within the scope of his/her Authorization Level. Depending on the applicable Authorization Level, an Authorized User may order and modify Services and/or Customer Space, issue a trouble ticket for the Services, direct the disposition of Customer Equipment, modify or remove the Authorization Level of another Authorized User, or take other actions on behalf of Customer.

“Base Service” means the fixed monthly recurring charges for Customer Space as set forth in the applicable Order Form(s).

“Commencement Date” means the commencement date of Customer’s license to use the Customer Space and Services, as specified in the applicable Order Form(s) or as adjusted pursuant to Section 2.3.

“Customer Equipment” means the equipment and property placed by or on behalf of Customer in the Customer Space, specifically excluding any items owned, leased or licensed by Iron Mountain or its other customers. Customer Equipment must be industry-accepted equipment suitable for use in a data center, which includes but is not limited to, (i) servers and computing devices; (ii) storage arrays and devices; (iii) tape arrays and robots; (iv) network equipment, including but not limited to, routers, switches, VOIP PBX, patch panels, DWDM terminals, hubs, media converters, monitors and keyboards, web cameras, cable management trays, terminal servers and remote power switches; and (v) security devices, including but not limited to, firewalls, intrusion detection devices, spam filters, and DDOS abatement devices.

“Customer Representatives” mean the individuals authorized to have unescorted access to the Customer Space, subject to the terms of this Agreement.

“Customer Space” means the dedicated suite, cage or cabinet space licensed to Customer by Iron Mountain under this Agreement.

“Data” means the data stored on the Customer Equipment or otherwise passing through the Services.

“Data Center” means the data center facility operated by Iron Mountain identified in this Agreement and containing the Customer Space.



“**Iron Mountain Space**” means all space in the Data Center, other than Customer Space.

“**Order Form**” means Iron Mountain’s standard written order form, signed by both Parties describing the Services, Customer Space, and applicable pricing. The Parties may modify or add to Customer Space or Services, subject to availability, via a mutually agreed upon modified Order Form signed by the Parties.

“**Professional Services**” means the services performed by Iron Mountain personnel in the Customer Space, including but not limited to, basic information technology infrastructure tasks, helping hands and/or remote hands services.

“**Services**” means the services offered by Iron Mountain that Customer elects to receive and described in the Order Form(s), including, without limitation, the provision of electrical power, the licensing of connections, audit support, the provision of and access to Internet exchange ports and network services, Professional Services, and the build out of Customer Space.

“**Service Level Agreement**” or “**SLA**” means Schedule B attached to this Agreement, which describes all potential abatements to Customer in the event Iron Mountain does not meet the levels of Service set forth in the SLA.

1. **License and Related Services.**

1.1. Scope. Iron Mountain grants to Customer an exclusive license to use the Customer Space during the Term for (i) the installation, maintenance, repair and operation of Customer Equipment; (ii) the use and receipt of Services; and (iii) the provision and use of electrical power and Internet bandwidth within the Customer Space, subject to and in accordance with the terms and conditions of this Agreement.

1.2. Restrictions. Except as expressly provided in this Agreement, neither Party shall have any right to terminate the license granted in Section 2.1, and the Parties shall remain fully responsible for all obligations and amounts payable under the applicable Order Form for the entire Term. Customer shall not acquire any right, title, or interest in capital expenditures made by Iron Mountain in the Data Center, including but not limited to, Iron Mountain’s build out of Customer Space related to this Agreement.

1.3. Availability of Customer Space. Iron Mountain shall make commercially reasonable efforts to make available the Customer Space to Customer by the Commencement Date specified in the applicable Order Form. If Iron Mountain fails to make the Customer Space available to Customer by the scheduled Commencement Date, Iron Mountain shall have no liability arising out of or in connection therewith, and such failure shall not invalidate the license to use the Customer Space or release the Parties from any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Commencement Date is defined as the date that Iron Mountain actually makes available the Customer Space and, in such event, the length of the Term will not be reduced thereby, and the scheduled expiration of the Term will be extended to provide for the full Term.

1.4. Expiration and Termination. On the date of the expiration or termination of this Agreement, Customer shall have no further rights with respect to the Customer Space and shall, by such date and at its own expense, (i) remove all Customer Equipment, and repair any damage to the Customer Space or Iron Mountain Space resulting from such removal; and (ii) vacate the Customer Space to Iron Mountain in the same condition as it was when delivered to Customer, ordinary wear and tear excepted. In the event of a breach of this Section by Customer, Iron Mountain may exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.



1.5. **Services.** Iron Mountain will provide the Services described in the Order Form(s) at the rates and charges set forth therein.

2. **Term.**

2.1. **Holdover.** If Customer continues to use the Customer Space after the expiration or termination of this Agreement, the terms of this Agreement will continue to apply until (i) Customer ceases using the Customer Space; and (ii) Customer has removed all Customer Equipment from the Customer Space or Iron Mountain has exercised its remedies in the event of a Customer Default. Such use of the Customer Space beyond the expiration or termination of the Agreement will not constitute a renewal or extension of the Agreement. Base Service during such holdover period will increase to one hundred fifty percent (150%) of the Base Service that was in effect immediately prior to termination or expiration.

3. **Pricing and Payment.**

3.1. **Taxes on Customer Equipment.** Customer shall be liable for and shall pay all governmental fees, taxes, tariffs, and other charges levied directly or indirectly against Customer Equipment. If any taxes for which Customer is liable are levied against Iron Mountain or Iron Mountain's property, including as a withholding agent, Customer shall pay such taxes to Iron Mountain within ten (10) days of Iron Mountain's written notice thereof.

3.2. **Other Applicable Taxes.** Customer shall pay all applicable taxes on the Services or Customer Space, including any taxes stated separately on Iron Mountain's invoice or as otherwise directed by Iron Mountain in writing. Taxes may include, but are not limited to, any sales, use, or other taxes, assessments or other charges imposed by any governmental or quasi-governmental authority upon Iron Mountain or Customer on (i) the Base Service or other amounts payable by Customer hereunder; (ii) this Agreement, the Services, or the Customer Space, including, without limitation, any applicable possessory interest taxes; or (iii) any document to which Customer is a party creating or transferring an interest in the Customer Space. Customer shall not be responsible for any federal or state income taxes, franchise taxes, excess profits taxes, gift taxes, capital stock taxes, or inheritance, succession or estate taxes imposed on Iron Mountain.

4. **Customer Representatives.**

4.1. **Customer Representative Appointment and Rules.** Before entering the Data Center unescorted by Iron Mountain staff, each Customer Representative shall comply with Iron Mountain's badging requirements, including undergoing a background investigation performed by Iron Mountain and signing a confidentiality agreement in form and substance reasonably acceptable to Iron Mountain. Iron Mountain shall provide badging for up to three (3) Customer Representatives during the Term at no charge to Customer; Customer shall reimburse Iron Mountain for each background investigation (including recurring background investigations) at Iron Mountain's prevailing rate for any additional badging beyond the initial three (3) Customer Representatives. Customer shall appoint in writing the Customer Representatives prior to the Commencement Date. Customer shall provide Iron Mountain with at least three (3) business days' prior written notice of any revocation of any Customer Representative's authority and/or any change to the list of authorized Customer Representatives. Iron Mountain may revoke the privileges of any Customer Representative at any time, and Iron Mountain shall use commercially reasonable efforts to notify Customer in advance of any such revocation. Customer shall be responsible for all acts and omissions of its employees, agents, Authorized Users, and Customer Representatives in connection with their presence at the Data Center and/or their performance under this Agreement.

4.2. **Third Party Contractors.** In the event Customer engages any third party contractors to perform work in



the Customer Space, Customer shall provide advance written notice to Iron Mountain and shall comply with all Iron Mountain written procedures for the use of third party contractors at the Data Center. Customer is responsible for all acts and omissions of such third party contractors in connection with their presence at the Data Center and/or their performance under this Agreement. Customer's use of third party contractors will not release it from any of its obligations or liabilities under this Agreement.

5. **Use of Customer Space.**

5.1. Operational Procedures. Customer and Customer Representatives shall comply with Iron Mountain's operational requirements, as modified from time to time. Such requirements include, but are not limited to, (a) the Data Center rules and regulations attached hereto as Exhibit 1; (b) safety, security and related requirements regarding the Data Center; and (c) rules related to the Customer Space, power density, location of Customer Equipment and similar matters. Specifically, Customer and Customer Representatives shall not: (i) circumvent or damage any Data Center security equipment, including biometric readers, proximity readers, mantraps, cameras, or associated servers and electronics; or (ii) attempt to access or alter any point of network concentration, such as network demarcation cabinets, intermediate distribution frames, main distribution frames, or meet-me-rooms, without an Iron Mountain escort and Iron Mountain's written consent. Other than temporary access to common areas for the sole purpose of accessing the Customer Space, Customer shall have no access to the Iron Mountain Space unless approved in advance in writing by Iron Mountain.

5.2. Use of Customer Space. Subject to the terms of this Agreement and the Data Center rules and regulations, Iron Mountain shall provide Customer Representatives access to the Customer Space twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

5.2.1. *Maintenance of Customer Equipment.* Customer shall install, operate, and maintain Customer Equipment pursuant to industry standards and in a manner reasonably acceptable to Iron Mountain. Without limiting the generality of the foregoing, Customer shall safely secure Customer Equipment (including cabling) to cabinets or racks; use blanking panels or equivalent devices to maintain proper airflow; and shall not (i) install Customer Equipment in a way that impedes Data Center airflow or blocks raised floor perforated tiles or return air plenums; (ii) install Customer Equipment (including cabling) in a way that interferes with any other Data Center customer; and (iii) install cabling between cabinets or cages, except for adjacent cabinets or cages licensed by Customer.

5.2.2. *Maintenance of Customer Space.* Customer shall maintain the Customer Space at its sole cost and expense in accordance with industry standards and practices for data centers, which includes but is not limited to, keeping the Customer Space neat and clean; immediately removing any cardboard or flammable materials from the floor of the Customer Space or Data Center; obeying all posted signs and placards; and refraining from (i) interfering with the operation of hot or cold aisle separation and containment; (ii) using the overhead cable tray, except as directed by Iron Mountain staff; (iii) plugging any device into the track busway system or interfering with the proper operation of the track busway; (iv) interfering with any life safety systems such as fire detection and fire suppression systems; and (v) depressing an emergency shut off button except in case of an emergency.

5.2.3. *Iron Mountain's Use.* Customer shall not perform any improvements, modifications, changes or alterations to the Customer Space unless approved in advance in writing by Iron Mountain. Iron Mountain may relocate any Customer Space upon prior written notice to Customer. Iron Mountain may access the Customer Space and Customer Equipment at any reasonable time to provide Services or for any other reasonable business purpose.

5.3. Suspension of Services or Access to Customer Space. In the event Iron Mountain is required by law or court order, or in the event of a Customer Default as set forth in this Agreement, Iron Mountain may (i) suspend the Services including, without limitation, electrical power; or (ii) deny Customer access to the Customer Space or Data Center.



5.4. Compliance with Laws; Hazardous Material. Customer shall use the Customer Space and Services in compliance with all applicable federal, state, and local laws and regulations. Customer shall not cause or permit any hazardous material to be stored or used in the Customer Space, and shall reimburse Iron Mountain for damage to any equipment or injury to personnel (including damage or injury to other customers of the Data Center) resulting from Customer's breach of this Section.

5.5. Customer Responsibilities. Customer represents that it is the owner or legal custodian of the Customer Equipment and has full authority to install and operate the Customer Equipment in the Customer Space and direct its disposition in accordance with this Agreement. Customer shall not cause or allow any liens or encumbrances to be imposed upon the Customer Space or the Iron Mountain Space. In the event of a breach of this Section, Iron Mountain may pay all amounts necessary to remove any such liens and encumbrances, and Customer shall promptly reimburse Iron Mountain one hundred ten percent (110%) of all such amounts.

5.6. Maximum Power Limit.

5.6.1. *Definition.* As defined in the applicable Order Form, Customer's actual electrical power consumption for the Customer Space is limited to the lower of (i) the licensed Maximum Electrical Consumption; or (ii) 80% of the Maximum Primary Power Capacity limit. Notwithstanding the foregoing, at no time may the Maximum Electrical Consumption of any individual primary power circuit or pair of primary and redundant power circuits exceed 80% of the KW Rating of the individual primary power circuit(s) specified in the applicable Order Form. The limits in this paragraph are defined as the "Maximum Power Limit."

5.6.2. *Remedies for Breach.* If the Customer Space or an individual electrical power circuit has exceeded the Maximum Power Limit, Customer shall cure the breach within forty-eight (48) hours following written notification by Iron Mountain. Customer may cure a breach of this Section 6.6 by (a) reducing electrical load within the Customer Space and/or on the affected electrical power circuit to a level below the Maximum Power Limit; or (b) subject to availability, jointly executing an Order Form with Iron Mountain for additional Maximum Electrical Consumption for the Customer Space and/or for additional electrical power circuits. If Customer fails to cure a breach of this Section 6.6 within forty-eight (48) hours following written notification by Iron Mountain, Iron Mountain may (i) will be entitled to liquidated damages of five hundred dollars (\$500) per day for each day in which Customer's actual electrical consumption exceeds the Maximum Power Limit; (ii) reduce the electrical power load within the affected Customer Space or affected electrical power circuit without liability to Customer or anyone claiming by or through Customer; or (iii) exercise any or all of the remedies set forth in the event of a Customer Default as defined in this Agreement.

5.7. Subordination. In the event that Iron Mountain is a tenant under a lease with respect to the building containing the Data Center (the "Building"), and notwithstanding anything to the contrary in this Agreement, Customer hereby agrees that its use and occupancy of the Customer Space is subject and subordinate to any lease between Iron Mountain and the owner of the Building (a "Master Lease"). If the Building is owned by Iron Mountain, Customer hereby agrees that this Agreement and its rights, licenses, use and occupancy hereunder are subject and subordinate to any mortgage and/or deed of trust granted by Iron Mountain, whether existing or future, and to any renewals, modifications, consolidations, extensions and replacements thereof (including, without limitation, all advances thereon, whether existing or future), unless the holder of any such mortgage or deed of trust elects otherwise. If this Agreement is subordinate to any such mortgage and/or deed of trust and the holder or any other party (the "Successor") shall succeed to the interest of Iron Mountain, at the election of the Successor, Customer shall attorn to the Successor, and this Agreement will continue in full force and effect between the Successor and Customer. Customer shall, within ten (10) business days' prior written notice from Iron Mountain, deliver to Iron Mountain a statement signed by Customer certifying as to such matters as may be reasonably



requested by Iron Mountain, including any such statement or document reasonably required by Iron Mountain or its lessor or lender in connection with this Section. Customer acknowledges and agrees that any such statement may be relied upon by Iron Mountain and any of its designees, including, without limitation, any prospective purchaser, assignee, lessor or lender. This Section is self-operative, and no further instrument shall be required to effect such subordination of this Agreement.

6. **Force Majeure.** Any failure or delay by either Party in the performance of its obligations under this Agreement will not be deemed a default or grounds for liability or termination 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"). The affected Party will be excused from any further performance of its obligations 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 Order Form(s) directly affected by the Force Majeure Event. Notwithstanding any provision to the contrary, a Force Majeure Event will not excuse payment obligations under this Agreement.

7. **Governmental Orders.** Iron Mountain cannot prevent access by governmental entities to Customer Equipment or 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 any of Data or the Customer Equipment, 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 and/or the Customer Equipment. Iron Mountain may comply with any such Order, except to the extent Customer obtains a court order quashing or limiting such Order.

8. **Confidentiality; Privacy, Security, and Data Protection.**

8.1. **Confidential Information.** "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 Order Form(s), and (iii) information regarding Iron Mountain's processes and procedures, including but not limited to, information received by Customer or Customer Representatives related to Iron Mountain's Data Center operations or other customers of Iron Mountain; 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 will not include the Customer Equipment or Data, which the Parties agree to address separately under this Agreement. 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, and will have no liability hereunder for any disclosure, loss or misuse of Confidential Information which could not have been avoided by exercise of such degree of care. Upon the expiration or termination of this Agreement, each Party shall promptly return to the other Party or destroy all Confidential Information in its possession. Each Party acknowledges that it will not obtain any right, title or interest in or to the Confidential Information of the other party as a result of disclosure under this Agreement.



8.2. Security and Privacy. Iron Mountain shall implement and maintain appropriate administrative, physical and technical safeguards designed to protect the Customer Equipment and Data in its possession against loss, damage or disclosure. Each Party agrees to comply with all applicable United States laws and implementing regulations in effect on the Effective Date, to the extent that each such Party is directly regulated by any such laws or regulations and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to any such laws or regulations. Upon discovery by Iron Mountain of any loss or damage with respect to Customer Equipment or Data in the custody and control of Iron Mountain under this Agreement, Iron Mountain will promptly notify Customer thereof in writing along with any actions that have been taken to mitigate the effects of such loss or damage and will take such further actions as it deems reasonably necessary to mitigate such effects. Iron Mountain will provide reasonable assistance and cooperation to Customer in the investigation of any such loss or damage.

9. **Limitation of Liability.**

9.1. Liability for Customer Equipment and Data. Iron Mountain will have no liability for any loss or destruction of, or damage to, Customer Equipment, unless and to the extent caused by its failure to exercise such care as a reasonably careful person would exercise under like circumstances. Iron Mountain's liability for any claim for loss, destruction or damage with respect to the Customer Equipment is limited to the cost of replacing the physical equipment. Iron Mountain will have no liability for loss or destruction of, or damage to (i) Customer Equipment while in the custody of third-party transportation providers; or (ii) Data, wherever stored or transmitted (including via a third-party telecommunications provider), including any and all costs, expenses or liabilities resulting from a breach of data security or confidentiality. Customer is solely responsible for encrypting its Data.

9.2. Maximum Liability. 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), indemnity, warranty or any other legal theory is limited to the Base Service paid by Customer for the three (3) months immediately preceding the claim. With respect to Professional Services, Customer releases Iron Mountain from all liability arising out of Professional Services that Iron Mountain performs in accordance with Customer's written authorization and instruction. Customer acknowledges and agrees that the Services include third-party technology and products. Further, Customer acknowledges and agrees that Iron Mountain has no control over Data transmitted via third-party technology or products and Iron Mountain shall have no liability arising from or in connection with third-party technology or products.

9.3. No Consequential Damages. In no event will either Party 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. Construction. This Section 10 "Limitation of Liability" 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 10 unenforceable or invalid, the remainder of the Section will remain in full force and effect. This Section 10 survives the expiration or termination of this Agreement.

10. **Indemnification.**



10.1. **Iron Mountain Indemnification.** Iron Mountain shall indemnify, defend, and hold harmless Customer and its Affiliates, subsidiaries, officers, directors and employees from and against any and all third-party claims or demands arising out of or in connection with

(i) bodily injury (including death) or loss of or damage to tangible property (excluding Data or Customer Equipment), to the extent based upon the negligent acts or omissions of Iron Mountain; and (ii) allegations that the Services infringe any United States patent or copyright of any third party or misappropriate any third party's trade secrets. Iron Mountain shall 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 (a) use of or access to the Services in or from an application or environment or on a platform or with devices not authorized in the applicable Iron Mountain published documentation or other requirements specified under this Agreement, (b) modifications, alterations, combinations or enhancements of the Services not created by Iron Mountain or (c) 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 and to the extent that the claim or demand arises as a result of Customer's negligence, willful misconduct, or breach of this Agreement. This paragraph survives the expiration or termination of this Agreement.

10.2. **Indemnification Procedures.** Customer shall provide Iron Mountain prompt written notice of any such claim or demand. Iron Mountain shall, at its option and expense, assume control of the defense and resolution of each claim or demand and (i) Iron Mountain shall not settle any claim requiring any admission of fault or payment of money on the part of Customer without its prior written consent (not to be unreasonably withheld); (ii) Customer shall have the right to participate, at its own expense, in the claim or suit; and (iii) Customer shall cooperate with the Iron Mountain as may be reasonably requested at Iron Mountain's cost and expense. Iron Mountain's sole obligation hereunder shall be to pay any judgment rendered, or settlement made, as a result of any such claim or demand.

11. **Insurance.**

11.1. **Customer Insurance.** Customer shall, at its sole cost and expense, procure and maintain the following insurance: (i) General Liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate for bodily injury and property damage and personal injury coverage; (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value new, without deduction for depreciation, covering all Customer Equipment; and (iii) Automobile Liability insurance in an amount not less than one million (\$1,000,000) per accident. All insurance under this paragraph shall (a) be with reputable insurers licensed to do business in the state where the Data Center is located; (b) be provided by an insurer with an A.M. Best's financial rating of "A- XI" or better; (c) have commercially reasonable deductibles and be written on an occurrence basis; (d) name Iron Mountain and its designated lenders, lessors and managers as additional insureds (with respect to General Liability and Automobile Liability only); (e) be effective while Customer Equipment is in, and in transit to, the Data Center; and (f) provide that such insurance cannot be canceled upon less than thirty (30) days' prior written notice to Iron Mountain. At any time during the Term, Iron Mountain may request that Customer furnish certificates of insurance to Iron Mountain which evidence that Customer has obtained the insurance required hereunder, and provide evidence to Iron Mountain of the deductibles of all policies required hereunder. Customer shall cause its insurers to waive any rights of subrogation against Iron Mountain. Customer waives any and all rights, remedies, claims, actions and causes of action against Iron Mountain that it may have as a result of any loss or damage to Customer Equipment, or other claims or demands which are (or would have been, had Customer carried the insurance required by this Agreement) covered by insurance.

11.2. **Iron Mountain Insurance.** Iron Mountain shall, at its sole cost and expense, procure and maintain the following insurance during the Term: (i) commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate for



bodily injury and personal injury coverage; and (ii) a policy of standard fire, extended coverage and special extended coverage insurance (all risks), in an amount equal to the full replacement value of Iron Mountain's equipment in the Data Center. All insurance hereunder shall be with reputable insurers licensed to do business in the state where the Data Center is located, shall have commercially reasonable deductibles, and shall be written on an occurrence basis and may be under an umbrella, blanket or similar policy. Iron Mountain does not insure Customer Equipment or Data against loss or damage, however caused.

12. **Warranty.**

12.1. Iron Mountain Services. Iron Mountain warrants that (i) the Services will be performed in accordance with professional industry standards and substantially in conformance with this Agreement; and (ii) the persons it assigns to perform the Services will have the appropriate skill, training and background to perform such Services in a competent manner. This warranty is limited and will not apply to any Services where the failure of the Services to satisfy this warranty results from (a) improper use by Customer of the Services; (b) incomplete or inaccurate communication of information by Customer to Iron Mountain; or (c) 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 Iron Mountain's re-performance of the applicable Service, at no charge to Customer.

12.2. Limitation and Disclaimer. THE WARRANTIES SET FORTH ABOVE EXTEND ONLY TO CUSTOMER AND ARE IRON MOUNTAIN'S SOLE AND EXCLUSIVE WARRANTIES UNDER THIS AGREEMENT. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. IRON MOUNTAIN DISCLAIMS, AND CUSTOMER IRREVOCABLY WAIVES, ALL SUCH OTHER WARRANTIES.

13. **Customer Default.**

13.1. Definition. "Customer Default" means (i) Customer's failure to pay fees or other amounts for thirty (30) days after written notice that the applicable amount is overdue; (ii) Customer exceeding the Maximum Power Limit and failing to cure within forty-eight (48) hours after written notification by Iron Mountain; (iii) Customer's failure to timely remove Customer Equipment or vacate the Customer Space in breach of Section 2.4; or (iv) the failure by Customer to cure any other breach of this Agreement within thirty (30) days after written notice is delivered by Iron Mountain.

13.2. Remedies. In the event of a Customer Default, Iron Mountain may (i) terminate the license for the Customer Space; (ii) recover from Customer all of the Base Service that would otherwise have been payable by Customer for all of the remaining Term absent any termination of this Agreement; (iii) suspend any or all of the Services (including, without limitation, electrical power); (iv) deny Customer and Customer Representatives access to the Customer Space or Data Center; and (v) at Customer's expense remove, store, securely dispose of, or sell the Customer Equipment in accordance with applicable law, provided that Iron Mountain shall provide a final written notice ten (10) days prior to such secure destruction or sale. Notwithstanding the foregoing, Iron Mountain shall not sell Customer's tapes, hard drives, cassettes, cartridges, CDs, DVDs or other media-based storage devices ("Media") in connection with this Section; Iron Mountain may only securely destroy such Media at Customer's expense. In the event of any suspension of Services hereunder, Customer shall pay Iron Mountain a commercially reasonable reinstatement fee in the event of any reinstatement of such Services. Before exercising its remedies



under this Section, Iron Mountain shall provide advance written notice to an Authorized User, a Customer Representative, or Customer at the notice address set forth in Section 19. In the event Iron Mountain takes any actions pursuant to this Section, it will have no liability to Customer or anyone claiming by or through Customer, and Customer shall pay all costs incurred by Iron Mountain in connection therewith.

14. **Iron Mountain Default.** Customer may terminate this Agreement in the event that Iron Mountain materially breaches any of its obligations under this Agreement, unless Iron Mountain cures such breach within sixty (60) days following receipt of Customer's written notice thereof.

15. **Service Level Agreement.** Customer shall be entitled to abatement under the Service Level Agreement in the event of certain Failures as defined in the SLA. Such abatement is Customer's exclusive remedy and Iron Mountain's sole liability arising out of or in connection with any Failures under the SLA.

16. **Order Forms; Purchase Orders.** Executed Order Form(s) will govern the price and scope of the Customer Space and Services. If Customer requests a project or Services modification that results in a one-time nonrecurring charge of \$500 or more (excluding taxes), the Parties shall detail the mutually agreed upon project or modification on Iron Mountain's standard form change order signed by both Parties (a "Change Order"). The Parties agree that projects or Services modifications resulting in one-time nonrecurring charges of less than \$500 (excluding taxes) may be mutually agreed upon between Iron Mountain and an Authorized User (via email or Iron Mountain's online portal) without a signed Change Order (each, a "Service Request"). Iron Mountain shall include the charges for each Service Request in the following invoice. All pre-printed terms and conditions included on any Customer purchase order shall be of no force or effect and shall not form a part of this Agreement. In the event of inconsistency between this text and the terms of any other document, the following will be the order of precedence: (i) this text; (ii) the Order Form(s); and (iii) any other documents executed by the Parties (excluding mutually negotiated documents that expressly amend the Agreement).

17. **ITAR/EAR Compliance.** Customer represents that none of the Customer Equipment or Data 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) (cumulatively, "controlled information"), and acknowledges that Iron Mountain will not handle such materials under its plan for compliance with export controls. Notwithstanding, if Customer notifies Iron Mountain that Customer Equipment or Data contain controlled information, Iron Mountain will apply its Plan for compliance with export controls, and Customer acknowledges that special storage and service rates may apply.

18. **Notices.** Unless otherwise provided in this Agreement, any notice to be given by one Party to the other shall be in writing and shall be transmitted by certified mail, postage prepaid, or sent by nationally recognized overnight courier. Notice will be effective when received by the addressee. The current addresses for such notices are as follows:

If to Customer, then to:



If to Iron Mountain, then to:

Iron Mountain Information Management,
LLC One Federal Street, Boston MA 02110
Attn: General Manager of Data Centers with a copy to:

Iron Mountain Information Management, LLC
One Federal Street, Boston MA 02110
Attn: General Counsel

Either Party may change the address to which notices are to be sent by sending a written notice to the other in accordance with the terms set forth in this Section.

19. **Publicity.** Customer hereby grants to Iron Mountain and its Affiliates a revocable, nonexclusive, worldwide, royalty-free license to use and reproduce Customer's name, logo, trademarks, and service marks on its website, marketing materials, and press releases, solely for purposes of identifying Customer as a customer of Iron Mountain. Should a security breach of Customer's Data occur and Customer is required to disclose, issue notices, or issue a press release regarding such breach, either as required by law or as determined by Customer, then Customer shall not identify Iron Mountain or the location of the Data Center in any disclosure or press release pertaining to such breach. Customer, and not Iron Mountain, is solely responsible for sending any legally required notices in the event of a security breach of Customer's Data.

20. **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.

21. **Contract Terms and Conditions & Commercial Items Federal Acquisition Regulation 52.212-4.** To the extent not inconsistent with the terms provided herein, the provisions of FAR 52.212-4 are applicable to this Agreement.

22. **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.

23. **Entire Agreement.** This Agreement, together with the Acceptable Use Policy found at , incorporated herein by reference, 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.



SCHEDULE B: SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is made a part of the Agreement between the Parties and provides abatement to Customer in the event of the service level failures described in this SLA (collectively, “Failures”). This SLA applies only to the Customer Space set forth in the Agreement and the applicable Order Form(s). The abatement described in this SLA is Customer's exclusive remedy and Iron Mountain's sole liability arising out of or in connection with any Failures under the Agreement. This paragraph survives any expiration or termination of the Agreement. Any capitalized terms used but not defined in this SLA shall have the meaning set forth in the Agreement or applicable Order Form(s).

1. Definitions:

“**Authorized Request**” means a Helping Hands request placed by Customer through Iron Mountain's trouble ticketing system via phone, dedicated email address, or web portal. Customer shall designate each Authorized Request as “High,” “Medium” or “Low” priority.

“**Carrier Services Failure**” means when the communication network connectivity provided by Iron Mountain between the Data Center and Iron Mountain's point of presence in a carrier hotel (“Carrier Services”) is unavailable for the applicable duration specified in Section 2.

“**Cross Connection Failure**” means if (i) Iron Mountain fails to use commercially reasonable efforts to ensure that all of the critical data transmission pathways provided by Iron Mountain in the Data Center are properly operating; and (ii) as a result of such failure, a cross connection licensed by Customer from Iron Mountain in the applicable Individual Space (a “Cross Connection”) is simultaneously unavailable and interrupted on both the primary and redundant connections for the applicable duration specified in Section 2.

“**Helping Hands**” means the basic information technology infrastructure tasks performed by Iron Mountain in the Customer Space on Customer's behalf, at Customer's direction and pursuant to Customer's instructions, including but not limited to, installation and replacement of network and power cabling, equipment reboots, removal and replacement of pluggable components, and installation, inspection, inventorying and moving of Customer Equipment. Helping Hands does not include system or database administration, or operating system configuration, support, architecture, or design.

“**Humidity Stability Failure**” or “**HS Failure**” means when the conditioned air provided by Iron Mountain to a cold aisle (i) exceeds eighty percent (80%) relative humidity; or (ii) is below twenty percent (20%) relative humidity, all as measured by Iron Mountain's humidity sensors.

“**Individual Space**” means an individual data hall, private suite, cage or cabinet that is part of the Customer Space and affected by a Failure.

“**Managed Internet Access Failure**” means if (a) the multi-homed Internet service provided by Iron Mountain to Customer (“Managed Internet Access”) is unavailable for the duration specified in Section 2; and (b) Customer has set up Managed Internet Access redundancy in accordance with Iron Mountain's instructions.

“**Redundant UPS Power Failure**” means a simultaneous disruption in the transmission of electrical power from any primary power source and its corresponding redundant power source serving Customer Equipment in the Data Center.

“**Resold Network Failure**” means when the communication network connectivity provided by any third-party



telecommunications provider and resold by Iron Mountain to Customer (“Resold Network”) is unavailable for the applicable duration specified in Section 2.

“**Response Time Failure**” means when Iron Mountain fails to respond to an Authorized Request categorized by Customer as High, Medium or Low priority within the time period specified in Section 2, provided that the Authorized Request contains sufficient information to enable Iron Mountain to perform the requested Service.

“**Temperature Failure**” means when the sustained temperature in a cold aisle (as measured by Iron Mountain’s temperature



sensors) exceeds: (i) 80.6 degrees Fahrenheit for a period of more than twenty-four (24) consecutive hours; (ii) 85

degrees Fahrenheit for a period of more than six (6) consecutive hours; or (iii) 90 degrees Fahrenheit for a period of more than sixty

(60) consecutive minutes.

2. **SLA Failure Abatements.** Iron Mountain shall provide the following abatements to Customer for the Failure(s) in accordance with the Agreement and this SLA:

<u>Failure Type</u>	<u>Trigger</u>	<u>Abatement</u>
<i>Redundant UPS Power Failure</i>	<u>Each</u> Redundant UPS Power Failure	<u>1 day of Base Service</u> for affected Individual Space
<i>Redundant UPS Power Failure (Prolonged)</i>	A single Redundant UPS Power Failure lasts <u>1 hour or longer</u>	An additional <u>1 day of Base Service</u> for the affected Individual Space <u>for each hour</u> that the UPS Power Failure exists
<i>HS Failure</i>	<u>Each</u> HS Failure	<u>1 day of Base Service</u> for affected Individual Space
<i>HS Failure (Prolonged)</i>	A single HS Failure lasts <u>1 hour or longer</u>	An additional <u>1 day of Base Service</u> for the affected Individual Space <u>for each hour</u> that the HS Failure exists
<i>Temperature Failure (Prolonged)</i>	<u>Each</u> Temperature Failure A single HS Failure lasts <u>1 hour or longer</u>	<u>1 day of Base Service</u> for affected Individual Space An additional <u>1 day of Base Service</u> for the affected Individual Space <u>for each hour</u> that the Temperature Failure
<i>Carrier Services</i>	Cumulative availability of Carrier Services of <u>less than 99.5% in any</u>	1 day of services fees for the affected Carrier Services element for each hour
<i>Cross Connection</i>	<u>One or more</u> Cross Connection Failure(s) <u>in any calendar day</u>	The <u>daily service fees</u> for the affected Cross Connection for each day that a



<i>Resold Network</i>	Cumulative availability of Resold Network of <u>less than 99.5% in any calendar month.</u>	The monthly service fees for the affected Resold Network element in a percentage equal to <u>the abatement</u>
<i>Managed Internet</i>	<u>One or more</u> Managed Internet Access Failure(s) for more than <u>in any calendar</u>	The <u>daily service fees</u> for the affected Managed Internet Access for each day
<i>Response Time Failure</i>	<u>High Priority Authorized Requests:</u> Failure to begin work within 30 minutes of receipt <u>Medium Priority Authorized Requests:</u> Failure to acknowledge request within 30 minutes of receipt	<u>1 hour of Helping Hands fees</u> for each Response Time Failure



3. **Failure Maximum Abatement.** In no event will the maximum, cumulative abatement in any calendar month for each Failure listed above exceed one (1) month of Base Service or monthly fees for the applicable Individual Space or Services (the “Maximum Abatement”). The Maximum Abatement for each Failure will apply regardless of the number or duration of such Failure(s) within the calendar month. In the event there would otherwise be abatement under this SLA in excess of the Maximum Abatement for a particular calendar month, then the excess shall not carry over to any subsequent period and shall be deemed extinguished and of no force or effect.

4. **SLA Applicability.**

4.1. Exceptions. Customer shall not be entitled to any abatement whatsoever (and shall have no rights or remedies under this SLA or otherwise), and no Failure of any kind shall be deemed to have occurred, if any of the following exists:

- (a) Customer is in breach or default under the Agreement at the time of the Failure in question;
- (b) Customer has not notified Iron Mountain’s operations team of such Failure via phone, email, web portal or in-person notification within three (3) days of the Failure in question; or
- (c) The Failure in question is caused by any of the following: (a) any equipment (including without limitation, any Customer Equipment) of (or otherwise used by or in possession of) Customer or Customer Representatives, or any software running on such equipment; (b) any act or omission of Customer or Customer Representatives; or (c) a Force Majeure Event.

4.2. Per Event Maximum. Customer’s aggregate abatement for a single event causing one or more concurrent Failure(s) as defined in this SLA shall not exceed one (1) month’s total Base Service and the monthly recurring fees for the affected Individual Space and Services (as set forth on the applicable Order Form(s)). The foregoing limitation shall apply regardless of (i) such event causing more than one (1) type of Failure; or (ii) the length of time such Failure(s) persist(s).



EXHIBIT 1: IRON MOUNTAIN DATA CENTER RULES & REGULATIONS

While on-site at the Data Center, Customer (including its employees, agents, visitors and other representatives), Customer Representatives, and Customer's third party contractors (each a "Tenant") shall comply with the Data Center rules and regulations set forth in this Exhibit.

Electrical and Safety

- Customer shall notify Iron Mountain in advance of all Customer Equipment installations that require the installation of new power strips, cabinets, or racks. Customer may provide such notification by opening a ticket with the IMHELP phone number, an email, or a ticket in the IMHELP portal.
- Only Iron Mountain staff may install, change, or manipulate power circuits, and only Iron Mountain electricians may provide power circuits from power distribution units or Starline bus disconnects. Tenants shall not attempt to connect any device to the Starline bus or into any power panel, as this may result in injury or death.
- Tenants may only connect devices with current UL or equivalent listings to electrical power distribution. Tenants shall not alter any equipment's electrical configuration (e.g. stripping plugs) before connecting it to Iron Mountain electrical distribution. Upon Customer request, Iron Mountain Master Electricians and Engineers may design and evaluate specialized installations.
- Tenants may only plug one power strip or rack PDU into each whip from the electrical distribution system. Tenants may not use devices or power strips with frayed or defective wiring due to risk of fire.
- Iron Mountain generally provisions power circuits in an A+B redundant manner. Customer shall not draw more than 80% of the rated load for either A+B from the combined A+B circuits at any time. This requirement ensures that the Customer is properly protected in the event of a power system failure or outage.

Housekeeping

- Customer shall open an associated installation ticket for all equipment shipped to an Iron Mountain facility, which Customer may open by email, phone call, or the IMHELP portal. Customer shall include shipping information, including shipper name and tracking/ID number, and shall clearly specify any special handling requirements. Iron Mountain may reject packages not obtaining such documentation.
- Tenants shall not leave cardboard or other packaging, except for static-proof Mylar bags, on the Data Center floor at any time, including for installations. Tenants shall leave cardboard in the Data Center entrance vestibule/lobby or at a designated staging area. Tenants may store boxes in customer storage areas off of the Data Center floor; Iron Mountain may remove cardboard boxes in customer cages from the Data Center floor, unopened.
- Tenants shall only manipulate, view, or remove Customer Equipment in the Customer Space. In the event that other customers' cabinets or cages are unlocked or accessible, Tenants shall



notify Iron Mountain staff.

- Tenants shall return crash carts and other Iron Mountain equipment when they have finished utilizing it or when Tenants exit the site. Iron Mountain may enter the Customer Space to retrieve Iron Mountain property without notification.
- Tenants shall not bring food or beverages, including bottled water, onto any part of the Data Center white space. Food and beverages are permitted in all break areas, staging areas, and lobbies.

Access Control and Security

- Visitors to the Data Center must have two forms of identification. One of those forms of identification must be a photo ID issued by a government agency, foreign or domestic. Iron Mountain may also require two forms of identification when issuing a Tenant an Iron Mountain badge. Acceptable forms of photo identification include:
 - U.S. Passport or U.S. Passport Card
 - Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
 - ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- Iron Mountain strictly controls access to the Data Center for reasons of security, safety and audit. Customer personnel (excluding authorized Customer Representatives) wishing to visit should open an IMHELP ticket, if possible. Iron Mountain strongly desires that Tenants who visit Iron Mountain sites on a regular basis be badged, which requires a background check. In the event a non-badged Tenant requires access to Customer Equipment due to an emergency response situation, Iron Mountain

staff will provide a complementary escort for such Tenant. Tenants shall wear Iron Mountain badges at all times while within the facility.

- Customer shall not use audible alarms or strobe light alarms if they can be observed or heard from any other customer's cabinets or cage. In the event that an audible or strobe alarm is observed from another customer's area, Iron Mountain may silence the alarm or device.
- Iron Mountain Corporate Security staff may search all individuals entering and leaving the Data Center and Customer packages, bags, and vehicles via appropriate means according to local and state legal guidelines. A copy of said guidelines will be available for review at all times. In the event that Customer requires special handling of staff or packages, Customer shall place a note in the IMHELP access ticket and Iron Mountain shall accommodate all special requirements. Iron Mountain may not permit entry to persons refusing said inspection.
- Tenants may place video recording equipment inside their cabinets or cages, but must configure such equipment to only capture video of Tenants and Iron Mountain employees working on the Customer Equipment. Customer shall place visible signage noting that such recording is taking place and identity of the recording party. Iron Mountain Security will review all security devices placed in the Customer Space to ensure compliance with contractual obligations of other customers.
- Tenants must agree to camera surveillance as a condition of their entry into the Data Center. Any individual who does not consent to still and video camera operation may not enter the Data Center.
- Tenants shall not bring any of the following items into the Data Center: intoxicants (including alcohol), firearms, non-lethal weapons (including Tasers, batons, and sprays), and recording equipment (except as noted above). Additionally, Tenants may not use photographic equipment (including cell phone cameras) at any time at the Data Center without specific permission from Iron Mountain Security.
- Certain areas of the Data Center are off limits to Tenants and unauthorized Iron Mountain staff. Those areas include, but are not limited to, "meet-me" rooms, fiber distribution frames, electrical rooms, mechanical rooms and corridors, and security offices and monitoring areas. Such areas will have clear and legible warnings of non-entry. Due to OSHA regulations and Iron Mountain's obligations to customer reliability and privacy, any unauthorized entry into these areas will result in the violator being barred from having any further access to Iron Mountain property, and may result in personal civil or criminal liability. All Customer Representatives must utilize their Iron Mountain issued badges for access to all areas. "Piggybacking" occurs when an individual purposely allows someone to follow them through a physical security device into a controlled area without swiping their identification card. "Tailgating" occurs when an authorized individual enters a controlled area and unknowingly allows an unauthorized individual to enter through a physical security device (without swiping his/her badge) before it secures. No Tenant may engage in,

or allow another Tenant or any third party to engage in piggybacking or tailgating. Failure to comply with this obligation will be deemed a material breach of these Data Center Rules and Regulations. Each Tenant must ensure that other individuals do not follow the Tenant into controlled areas, and Tenants must not hold a door open for any individual without verifying such individual's badge and ensuring he/she swipes the badge before entering. Tenants must prominently display valid identification cards on his/her person such that identification is easily viewed. Tenants must swipe their access cards at the card reader when entering a secure area, even if another individual holds open the door. Tenants who have forgotten or lost their identification cards shall report to security and/or the receptionist to acquire a temporary badge, and shall not piggyback or tailgate into the Data Center or secured areas.

- Tenants shall not utilize motor or electric vehicles on Iron Mountain campuses or in the Data Center without prior written authorization from Iron Mountain. Tenants must obey all provided vehicle operations rules, especially regarding speed, authorized routes, and safety.