

**GLOBAL DATA CENTER CUSTOMER AGREEMENT**  
**TERMS AND CONDITIONS**

**1. Definitions.**

1.1. **"Affiliate"** means those entities controlling, controlled by, under common control with, or having a common parent with, either Iron Mountain or Customer as applicable.

1.2. **"Availability Date"** means the date Iron Mountain makes the Customer Area and / or Services available to Customer, as specified in the applicable Order(s) or as adjusted pursuant to Section 8.1.1.

1.3. **"Billing Commencement Date"** means the date, as specified on the applicable Order, on which License Fees begin to accrue for the applicable Order.

1.4. **"Billing Term"** means any mutually agreed committed time period for the license of the applicable Customer Area(s) and /or Services as set forth in an applicable Order. The first Billing Term for an applicable Order shall be referred to as the Initial Billing Term, as further defined below. Any subsequent Billing Term shall be an extension to the Term.

1.5. **"Calculated kWh Energy Consumption"** means an amount determined by multiplying (i) the applicable Local kWh Rate multiplied by (ii) the number of kilowatt hours consumed by the Customer Equipment in the applicable Customer Equipment Area (iii) multiplied by the PUE Factor.

1.6. **"Conditioned Power"** means the electrical service provided by Iron Mountain to a Customer Equipment Area, which is provisioned through one or more uninterruptible power supply (UPS) system(s) or a DC battery plant, and which is further supported by one or more back up sources.

1.7. **"Conditioned Power Dual Corded"** means Conditioned Power which is delivered by at least two (2) PDUs or busways with capacity equal to at least the kW Amount.

1.8. **"Country Specific Terms"** means the terms and conditions which are specific to the country in which services are provided (and which apply to all Orders in the applicable country) and which supersede and amend these Terms & Conditions as more specifically set out in Attachment B.

1.9. **"CPI"** means the latest consumer price index value (details of which are contained in the Country Specific Terms for the country in which the Services are provided) at the time Iron Mountain prepares its invoices for the Customer.

1.10. **"Customer"** means the customer entity entering into an Order.

1.11. **"Customer Area"** means collectively, the applicable Customer Equipment Area(s) and the Other Customer Areas.

1.12. **"Customer's Business"** means the sale of products, provision of services and other activities or enterprise of Customer.

1.13. **"Customer Default"** means: (i) Customer's failure to pay undisputed Fees or any other undisputed amount due under this Agreement or applicable Order, provided, however that Customer shall have a five (5) day grace period no more than three (3) times in any rolling twelve (12) months; or (ii) the failure by Customer to cure any other breach of this Agreement within thirty (30) days after written notice is delivered by Iron Mountain.

1.14. **"Customer Equipment"** means the equipment and property delivered to or placed by, or on behalf of, Customer in the Customer Equipment Area or Data Center, 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.

1.15. **"Customer Equipment Area"** means the dedicated space licensed to Customer by Iron Mountain as detailed in the applicable Order into which Iron Mountain delivers Conditioned Power and which Customer has the exclusive right to use for the placement of Customer Equipment.

1.16. **"Customer Party"** means Customer, its Customer Representatives, Colo Users and any other Customer contractors or invitees into the Customer Area.

1.17. **"Customer Portal"** means the designated Customer portal.

1.18. **"Customer Representative"** means individuals identified and authorized by Customer to have access to the Customer Area. All Customer Representatives must be registered with Iron Mountain and Customer may change Customer Representatives from time to time in accordance with Iron Mountain's then current procedures.

1.19. **"Customer's Work"** means work or alterations in or to the Customer Area (other than ordinary course work (e.g., installation and removal of servers, routers and similarly sized equipment as part of the normal course of business)) done by Customer at its sole cost and expense as explicitly set forth in an Order or as may be permitted by Iron Mountain in writing.

1.20. **"Data"** means the data stored or processed on the Customer Equipment.

1.21. **"Data Center"** means the data center facility operated by Iron Mountain identified in the applicable Order and containing the Customer Equipment Area.

1.22. **"Early Access"** shall have the meaning set forth in Section 10.1.

1.23. **"Fees"** means all charges Customer is obligated to pay Iron Mountain for the license of the Customer Area(s) and the provision of the Services including, but not limited to, those amounts provided for in Section 3, the applicable Orders and any fully executed Work Orders.

1.24. **"Hazardous Material"** shall include, but not be limited to: (a) asbestos, or any substance containing asbestos; (b) polychlorinated biphenyls; (c) lead; (d) radon; (e) pesticides; (f) petroleum or any other substances containing hydrocarbons; (g) any substance which, when in the Data Center or the property on which the Data Center is located, is prohibited by any environmental Laws; and (h) any other substance, material or waste which; by any environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal; or is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirement.

1.25. **"Initial Billing Term"** means the period of time starting on the Billing Commencement Date of the applicable Order and continuing for the duration specified in the applicable Order plus the period of time between the Billing Commencement Date and the first day of the full month following the Billing Commencement Date, unless earlier terminated as provided herein.

1.26. **"Installation Fees"** means Non-Recurring Fees for which the materials and deliverables shall remain the property of Iron Mountain.

1.27. **"Iron Mountain"** means the Iron Mountain or supplier entity entering into an Order.

1.28. **"Iron Mountain Equipment"** means the Data Center's conditioned power systems and equipment, the air conditioning and related environmental systems and equipment, fire detection and suppression systems and equipment, building management systems and access control systems and equipment.

1.29. **"Iron Mountain Group"** means Iron Mountain Incorporated and all of its subsidiaries, joint ventures and affiliated companies.

1.30. **"kW All-In"** means Customer's use of energy is included in the License Fees for the license of Conditioned Power and Section 3.1.1 of the Agreement shall not apply.

1.31. **"kW Amount"** means the amount of Conditioned Power purchased and reserved by Customer as set forth on the applicable Order.

1.32. **"Law"** means any binding: applicable local, state, federal, foreign or international law, rule, regulation, code, ordinance or the like.

1.33. **"License Fees"** means the monthly recurring charges for Customer Area and provision of the Services as set forth in the applicable Order(s).

1.34. **"Local kWh Rate"** means the current rate per kilowatt hour as determined from the face of the applicable utility's invoice by dividing the number of kilowatt hours shown on the invoice with respect to the Data Center for the month by the total charges billed to the Data Center by the utility for the month, or similar method as reasonably determined by Iron Mountain. If a Local kWh Rate is detailed in an Order it shall be for reference only and shall not represent a fixed rate.

1.35. **"Metered Energy Charges"** means the charges due by Customer to Iron Mountain, as a separate and additional component of the Fees as set forth in accordance with Section 3.1.1.

1.36. **"Metered kW"** means Customer's use of energy is not included in the License Fees for the license of Conditioned Power and instead is a separate and additional component of the Fees. Customer shall pay for all energy used by Customer in the Customer Equipment Area in accordance with Section 3.1.1.

1.37. **"Minimum Monthly Energy Charge"** means the amount set forth in the applicable Order as consideration for the reservation and allocation of energy to the Customer.

1.38. **"Monthly Maximum Consumption"** means an amount equal to the kW Amount multiplied by 730 (i.e. the average number of hours in a month) multiplied by the PUE Factor multiplied by the applicable initial Local kWh Rate.

1.39. **"Non-Recurring Fees"** means fees that are due from Customer for the services and materials as indicated on the applicable Order, the Customer Portal or other Iron Mountain work order. Iron Mountain shall have the right to substitute substantially similar materials in the performance of such work related to Non-Recurring Fees.

1.40. **"Order"** means the written order for the license of the Customer Area and provision of Services in the applicable Data Center (including any amendments thereto).

1.41. **"Order Term"** or **"Term"** means the Order Initial Term, and subsequent mutually agreed upon Billing Term(s) and any Order Renewal Term(s).

1.42. **"Other Customer Area"** means the portion of the Data Center the Customer has the exclusive right to use and occupy hereunder, other than the Customer Equipment Area, if any (e.g. office space or storage space ) as specified in in Order.

1.43. **"Pass Through Fees"** means Non-Recurring Fees for which the materials and deliverables shall become the property of Customer.

1.44. **“PUE Factor”** means the amount of additional power required to support the cooling, environmental and electrical overhead within the applicable Data Center as set out in the applicable Order, or if not set out in the applicable Order an amount notified to Customer as measured on an annualized basis by the Iron Mountain building management system or determined in accordance with industry standards.

1.45. **“Rules and Regulations”** means the then current data center rules and regulations applicable to Iron Mountain’s Data Centers and services and located at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts).

1.46. **“Services”** means the services to be provided (in connection with the license by Iron Mountain to Customer of the Customer Area) by or on behalf of Iron Mountain as set out in an Order and as (where relevant) described in the Related Data Center Services Rider available at: [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts).

1.47. **“Service Level Agreement”** or **“SLA”** means Attachment A attached to this Agreement.

1.48. **“Special Instructions”** means terms, if any, contained in an Order which apply exclusively to the Order in which they are contained in.

1.49. **“Work Order”** means an order for work from Customer to Iron Mountain for services more particularly described in such Work Order (including any installation or construction works to the Customer Area) and governed exclusively by the terms and conditions contained therein.

## 2. **License and Related Services; Data Center Responsibilities.**

2.1. **Scope.** Iron Mountain grants to Customer an exclusive license to use and occupy the Customer Area(s) during the applicable Order Term for the purposes set forth herein and Iron Mountain will provide Customer the Services, subject to and in accordance with the terms and conditions of this Agreement and the applicable Order(s). The parties agree that the use of Customer Area(s) is not intended to create a letting of the Customer Area(s) or any relationship of landlord and tenant or to confer any rights on Customer under common law or otherwise greater than a license on the terms of applicable Order.

### 2.2. **Customer Area Responsibilities.**

2.2.1. **Customer Responsibilities.** Customer shall be responsible for procuring all items and performing all tasks, responsibilities and services not expressly delegated to Iron Mountain in this Agreement. Conditioned Power delivery from power distribution unit (“PDU”), Remote Power Panel (“RPP”) or busway downstream to the Customer Equipment Area, including grounding, are not included in the License Fees and are, unless agreed otherwise, to be installed at Customer’s expense by an Iron Mountain approved vendor. In addition, Customer intra-Data Center communication cabling and Customer Equipment, cabinets and racking are not included and are to be installed by Customer at Customer’s expense. Customer shall provide Iron Mountain with any information and cooperation reasonably requested regarding its use of the Customer Area to the extent it relates to Iron Mountain’s compliance with Law or reporting obligations.

2.2.2. **Maintenance of Customer Area.** Except as specifically provided in this Agreement, Customer assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Customer Area. Customer shall maintain the Customer Area at its sole cost and expense in good order, condition and repair, reasonable wear and tear excepted. Customer’s repairs shall be at least equal in quality and workmanship to the original work and Customer shall make the repairs in accordance with all Laws. In the event Customer requires janitorial services in its Customer Area, Customer shall use an Iron Mountain approved vendor and Customer shall enter into an agreement directly with such vendor.

2.2.3. **Operational Requirements.** Customer shall perform all of its responsibilities in compliance with, and subject to: Law and the terms and conditions of this Agreement, including, without limitation, the Rules and Regulations. If Customer fails to timely perform any of its responsibilities hereunder, in addition to any other rights or remedies available to Iron Mountain under this Agreement and under Law, Iron Mountain shall have the right but not the obligation to perform such responsibilities on Customer’s behalf and Customer shall pay, upon demand, all amounts expended by Iron Mountain in such performance. In addition, if the average kW Amount per cabinet or rack exceeds five (5) kilowatts, Customer shall use Iron Mountain provided hot or cold aisle containment for the Customer Equipment Area at Customer’s expense.

2.2.4. **Iron Mountain Equipment.** Notwithstanding anything to the contrary in this Agreement, Iron Mountain shall have the sole right and responsibility for any selection, deployment, utilization, repairs, maintenance or other work affecting the structure, roof, safety, efficiency, security, equipment or systems of the Data Center (if applicable) including, without limitation, the Iron Mountain Equipment. Accordingly, in performing its responsibilities under this Agreement, Customer shall not take any action that could affect the Iron Mountain Equipment without Iron Mountain’s advance written consent, which may be withheld in Iron Mountain’s sole discretion.

2.3. **Data Center Maintenance.** Iron Mountain will use commercially reasonable efforts to maintain the Data Center (including, without limitation, any network related services) in efficient working order and may access the Customer Area at any time as it deems necessary or appropriate to address maintenance, repair, inspection, operational, safety or security matters. Iron Mountain will have sole responsibility for negotiating, executing and administering the contracts related to the operation, maintenance and repair of the Data Center. Should any condition exist that may impair the integrity of the Data Center, Iron Mountain will initiate and coordinate planned maintenance. During planned maintenance, Iron Mountain may take down one side of a dual sided system. Customer shall ensure that all Customer Equipment is dual corded and properly attached to both the A and B power distribution paths. Iron Mountain will, to the extent reasonably practicable, give Customer seven (7) business days’ notice in writing (or such shorter period as may be reasonably necessary), of the timing and scope of such planned maintenance. Customer agrees that the aforementioned obligation to provide notice of planned maintenance shall not apply should any urgent or emergency maintenance be required.

2.4. **Customer Invitees.** Customer shall be responsible for all acts and omissions of its employees, agents and Customer Representatives in connection with their presence at the Data Center and/or their performance under this Agreement. Iron Mountain, in its reasonable discretion, may temporarily suspend, condition or restrict the right of one or more Customer, Colo User, Customer Representative(s) or Customer’s invitees to visit and access the Data Center. Under no circumstances shall Iron Mountain be obligated to provide access to a Customer, Representative or other individual who, in the reasonable judgment of Iron Mountain, represents a threat to security, the orderly operation of the Data Center or Iron Mountain’s provision of Services to Customer or generally. Iron Mountain shall be entitled to rely on a verbal or written instruction received or purported to be from or on behalf of any Customer Representative without being required to investigate the validity or content thereof.

2.5. **Background Investigation.** Customer will maintain a background investigation program that meets or exceeds the following requirements: A background investigation is required for each Customer Representative that will have unescorted physical access to the Data Center identified in an applicable Order. In the event Iron Mountain provides a Customer Party escorted access, Iron Mountain shall bill Customer for its time at the then-current rate for Smart Hands services as detailed in the ‘Smart Hands Rate Card’ available at: [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts). The background investigation for each individual must be refreshed every five (5) years, provided however in the event Customer licenses space in Iron Mountain’s Boyer’s data center (WPA-1), the background investigation for each individual must be refreshed every three (3) years. The following minimum searches\* must be completed for each designated individual: (i) Confirmed authorization to work in the U.S. (eVerify); (ii) Ten-year criminal convictions search at three levels (Federal, State and County); (iii) Developed address search to ensure all jurisdictions the person resided within the ten-year period are included in criminal searches; (iv) Government List Searches to include: OFAC SDN List, Office of Inspector General and General Services Administration; (v) Sex Offender Registry Search; and (vi) Verify US Person status. \*For non-US based individuals, the equivalent check(s) in the country of origin should be processed, in accordance with local law. Customer shall not permit or request Iron Mountain to assign any individual unescorted access to the applicable Data Center who (1) has within the past 10 years, been convicted of a felony or a misdemeanor involving violence, theft or fraud or a crime involving dishonesty or breach of trust; (2) has an unverifiable SSN or address; or (3) appears on the OFAC list. Customer shall comply with the recommendations provided by the EEOC in performing an individualized assessment by a dedicated adjudication review team should derogatory information be identified as part of the background investigation. Customer shall provide proof of compliance upon request of Iron Mountain.

### 2.6. **Maximum Power Limit.**

2.6.1. **Maximum Power Limit.** Customer acknowledges that its power usage shall be calculated from the highest point of exclusivity within Iron Mountain’s infrastructure dedicated solely to the Customer as reasonably determined by Iron Mountain. Customer shall: (a) comply with the applicable electrical code, as well as any specifications related to the Customer Equipment Area; (b) use the manufacturer’s specifications to determine the proper power allocation for each item of Customer Equipment it deploys in the Customer Area; (c) have no right to Conditioned Power in excess of the kW Amount set forth in the applicable Order; (d) agree that peak power demand in the Customer Equipment Area shall not exceed the applicable kW Amount; and (e) not deploy or provision more than twice the kW Amount set forth in the applicable Order. Iron Mountain reserves the right at any time to decline or discontinue to provide Conditioned Power to the Customer Equipment Area in any manner which Iron Mountain, in its

reasonable discretion, deems to be unsafe, unreasonable, illegal or otherwise inconsistent with the electrical design of the Data Center.

2.6.2. **Remedies for Breach of Maximum Power Limit.** If the Customer Equipment Area or an individual electrical power circuit has exceeded the kW Amount or otherwise fails to comply with 2.6.1, Customer will be charged for its excess consumption and shall cure the breach within forty-eight (48) hours following written notification (which may be via electronic mail) by Iron Mountain. Customer may cure a breach of Section 2.6.1 by: (a) reducing electrical load within the Customer Equipment Area and/or on the affected electrical power circuit to a level below the kW Amount; or (b) subject to availability, jointly executing an Order with Iron Mountain for additional kW Amount for the Customer Equipment Area and/or for additional electrical power circuits. If Customer fails to cure a breach of Section 2.6.1 within forty-eight (48) hours following written notification by Iron Mountain, Iron Mountain may: (i) impose a charge of five hundred dollars (\$500), or an equivalent local currency amount for services provided outside of the USA, per day for each day in which Customer's actual electrical consumption exceeds the kW Amount and/or suspend Customer's entitlement to any Service Credits related to power, temperature or humidity; or (ii) reduce the electrical power load within the affected Customer Equipment Area or affected electrical power circuit without notice and without liability to Customer or anyone claiming by or through Customer.

2.7. **Colocation.** Customer may physically collocate the equipment of a third-party (each, a "Colo User") at a Customer Equipment Area and utilize the Customer Equipment Area for the benefit of these Colo Users provided that Customer: (a) ensures the compliance by each Colo User with this Agreement (including, without limitation, these Terms and Conditions and the Rules and Regulations); (b) remains primarily responsible and liable for the acts, omissions and other conduct of each Colo User; and (c) does not solicit for any services which compete with Iron Mountain's business of licensing space and providing Services (including, without limitation, colocation services) from any customer of Iron Mountain or prospect which Customer learns about as a result of its business dealings with Iron Mountain or access to a Data Center. Customer shall not provide any Services to a Colo User which, to the knowledge of Customer, has been terminated or refused service directly by Iron Mountain.

### 3. **Pricing, Payment, and Tax.**

3.1. **Fees.** License Fees, Metered Energy Charges, costs and other charges for the Customer Area and Services are specified in the applicable Order(s) and this Agreement. The License Fees shall increase by the amount set forth in the Order as the annual escalation, provided, however, in the event that CPI is higher than the amount set forth in the Order as the annual escalation in any given year, Iron Mountain shall have the right, but not the obligation, to apply as the annual escalation for the applicable year, an amount equal to CPI for the applicable year. The annual escalation applies generally to License Fees and shall be effective upon each anniversary of: (a) if the Billing Commencement Date of the Order falls on the first day of a calendar month, the Billing Commencement Date of the Order; or (b) if the Billing Commencement Date of the Order falls on any day other than the first day of a calendar month, the first day of the month immediately following the Billing Commencement Date of the Order. Iron Mountain reserves the right in relation to Customers whose power is provided on either a kW All-In or Metered kW basis to pass along to Customer the actual, pro rata increase in the amount charged (including, without limitation, taxes, fees and similar charges) for electricity by the utility providing electricity to the Data Center, which increase will be applicable upon the effective date thereof and will be billed on a pass-through basis.

3.1.1. **Metered kW Conditioned Power.** If Customer receives Metered kW Conditioned Power as set forth on an Order, Customer shall pay for all Metered Energy Charges. Customer's Metered Energy Charges for each month shall be the greater of: (a) the Minimum Monthly Energy Charge; or (b) the Calculated kWh Energy Consumption. If the utility provider later bills Iron Mountain for additional amounts not reflected on the original invoice for any month (whether due to error, retroactive rate adjustments or otherwise), Customer shall be responsible to Iron Mountain for Customer's portion thereof. Customer acknowledges that: (i) utility rate may vary from month to month without prior notice; and (ii) the aggregate amount of power consumption billed by Iron Mountain to its customers at the Data Center for Conditioned Power each month generally will reflect a shortfall in comparison to the aggregate amount of power consumption billed to Iron Mountain by the utility with respect to such customers, whether due to factors such as line loss or otherwise. Iron Mountain reserves the right to bill Customer, via an 'Electricity Adjustment', and Customer agrees to pay its prorata share of, such shortfall as reasonably determined by Iron Mountain from time to time in its reasonable discretion. For purposes of this Section 3.1.1, the term "month" shall refer to the period reflected on the invoice received from the utility.

3.2. **kW All-In Power:** Notwithstanding that License Fees for kW All-In include charges for energy, Customer agrees that should the cost to Iron

Mountain of energy materially increase subsequent to the date of last signature of any Order, as reasonably determined by Iron Mountain, Iron Mountain may pass along to Customer the actual, pro rata increase in the amount charged (including, without limitation, taxes, fees and similar charges) for energy by the utility provider providing electricity to the Data Center with any such increases being effective from the date of cost increase to Iron Mountain.

3.3. **Expenses.** Customer shall be solely responsible, and at Iron Mountain's request will reimburse Iron Mountain, for all costs and expenses reasonably incurred by Iron Mountain in connection with this Agreement ("Expenses"), provided such Expenses were pre-approved by a Customer Representative (such approval not to be unreasonably withheld, delayed or conditioned) or are otherwise authorized herein or in an executed Work Order. Expenses incurred in connection with installation or other work to be performed by, on behalf of, or under the direction of Iron Mountain pursuant to an Order, Work Order or Section 10 or as otherwise authorized by a Customer Representative are deemed pre-approved and, unless otherwise agreed, will be invoiced in advance by Iron Mountain. In addition to the foregoing and notwithstanding anything to the contrary in this Agreement, to the extent that Iron Mountain incurs any Expenses or other costs or charges which are not detailed in an Order or as a result of failure by Customer to comply with its obligations under this Agreement, or as a result of complying with any additional instruction or requirement of Customer, Iron Mountain may charge Customer for such costs and expenses plus a fee of fifteen percent (15%) for handling supervision and overhead.

3.4. **Taxes.** All charges or Fees and other charges required by this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales and use, transaction privilege, value-added, personal property, goods and services, excise, and obligations and other levies now in force or enacted in the future (including, without limitation, rental or other taxes assessed against the Fees payable to Iron Mountain hereunder), all of which Customer will solely be responsible for and will pay in full. In the event Iron Mountain is required to pay any such taxes, Iron Mountain shall provide Customer with tax receipts or other evidence of payment and Customer shall promptly reimburse Iron Mountain for such payment.

3.5. **Payment Terms.** License Fees and the Minimum Monthly Energy Charge are due and payable in advance on the first day of each month of the Term; and (b) Metered Energy Charges (above the applicable month's Minimum Monthly Energy Charge) and any other Fees and charges (including, without limitation, Expenses and Non-Recurring Charges) are due and payable within thirty (30) days' from the date of Iron Mountain's invoice, provided, however, Iron Mountain shall have the right to estimate Customer's Metered Energy Charges each month and such estimated amount will be due with License Fees in advance on the first day of each month of the Term. In such event, Iron Mountain shall compare estimated and paid amounts to actual amounts at least annually and provide Customer with an invoice indicating the difference between the estimated amount and actual amount and the corresponding amount owed by Customer or the credit due to Customer (which would be reflected on Customer's next invoice), as applicable. All payments must be made in the currency set forth in the Order and, delivered to Iron Mountain's designated address for payment via the funds transfer method designated by Iron Mountain. The parties agree, Iron Mountain has no obligation to utilize and/or submit courtesy invoice(s) via any Customer or third-party portal. In the event that Customer is consistently late in making any payments due to Iron Mountain, Iron Mountain may, without prejudice to any other rights or remedies available under this Agreement, require Customer to enroll in autopay. If an invoice is disputed (i.e., an invoice contains a mathematical error, an unauthorized charge or reasonably requires additional evidence of its validity), Customer agrees: to (i) notify Iron Mountain in writing of such disputed amount within thirty (30) days of Customer's receipt of the subject invoice; (ii) pay all undisputed amounts in a timely fashion; (iii) promptly make authorized personnel of Customer available to resolve the dispute. In the event of any late payment from Customer, Iron Mountain may charge interest, measured from the original due date, at the lesser of one and half percent (1.5%) per month or the highest rate allowed by Law. All amounts not timely and appropriately disputed shall be deemed final and not subject to further dispute. If Customer has any past due undisputed invoices, Customer shall not be entitled to any Service Level Credits.

3.6. **Energy Levies:** The Customer shall pay Iron Mountain, at such times and in such instalments as Iron Mountain may reasonably require the Energy Levies attributable to the amount of energy used in the Customer Area. In this Section, "Energy Levies" means all charges, levies or taxes resulting from applicable Laws, including new or replacement Laws introduced by the government or any regulatory bodies that are applicable to the consumption of energy in the Customer Area or the Data Center. Further Iron Mountain reserves the right to pass onto Customer a pro-rated proportion of any charges or fees connected to the procurement of energy for the benefit of Iron Mountain's customers.

3.7. Collection Costs & Payment Agents. In the event Iron Mountain institutes collection activities and/or litigation to collect sums owed by Customer, Iron Mountain shall be entitled to its reasonable attorneys' fees and costs incurred by Iron Mountain in connection with the collection activities and/or litigation. To the extent Customer requests that a third party pays Customer's invoices Iron Mountain shall have a discretion, acting reasonably, to accept or deny such request. Should Iron Mountain accept a third party or payment agent paying invoices on Customer's behalf it shall not alleviate Customer of any its obligations under this Agreement and Customer shall remain primarily responsible for all payments.

3.8. Brokers. Iron Mountain and Customer warrant that they have not dealt with a broker, agent or other intermediary ("Broker") in connection with the negotiation, execution and delivery of this Agreement or transaction (including any future Orders, amendments to the Agreement or other transactions). If any claim is asserted against a party for a finder's fee, brokerage commission or other compensation on account of alleged employment as a Broker or performance of services as a Broker in connection with these transactions, the party through whom the Broker is claiming shall indemnify and hold the other party harmless for, from and against any such claim alleged or incurred.

#### 4. **Representations and Warranties.**

##### 4.1. By Customer.

4.1.1. Compliance with Laws; Hazardous Material. Customer shall use the Customer Area and Services in compliance with the terms and conditions of this Agreement (including, without limitation, the Rules and Regulations) and all applicable Laws, without interfering with any other occupant of the Data Center. Customer shall not cause or permit any Hazardous Material to be transported, stored, maintained or used in the Customer Area or the Data Center 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) or any clean up or removal required resulting from Customer's breach of the foregoing.

4.1.2. 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 Equipment Area as contemplated by this Agreement.

4.1.3. Customer's Business. Customer represents and warrants that Customer's Business does not as of the Effective Date, and will not during the Term, violate any Law applicable to Customer's Business. Customer and all persons signing for Customer hereby represent that this Agreement has been fully authorized, and no further approvals are required, and Customer is duly organized, in good standing and legally qualified to do business. In addition, Customer represents and warrants that it has the legal right and authority to enter into this Agreement and abide by all of its terms and conditions throughout the term of the Agreement.

##### 4.2. By Iron Mountain.

4.2.1. Customer Area; Services. Iron Mountain represents and warrants that as of the Effective Date it has the legal right and authority, and will continue to maintain the legal right and authority during the Term, to grant to Customer a license to use the Customer Area and provide the Services as contemplated by this Agreement. Iron Mountain shall comply with all Laws applicable to Iron Mountain in its provision of the Services. In addition, Iron Mountain represents and warrants that it has the legal right and authority to enter into this Agreement and abide by all of its terms and conditions throughout the term of the Agreement.

4.2.2. Service Level Agreement. Iron Mountain will provide the Services in accordance with the applicable service levels set forth in the SLA. IN THE EVENT OF A BREACH OF THE SLA, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH, OR RESULTING FROM, SUCH BREACH AND IRON MOUNTAIN'S SOLE AND EXCLUSIVE LIABILITY, SHALL BE FOR IRON MOUNTAIN TO PROVIDE CUSTOMER THE APPLICABLE SERVICE LEVEL CREDIT(S) SET FORTH IN THE SLA.

4.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SUBSECTIONS 4.2.1 ABOVE AND SUBJECT TO SECTION 5.3, ALL SERVICES PERFORMED AND SPACE MADE AVAILABLE BY IRON MOUNTAIN TO CUSTOMER HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS WITH NO WARRANTIES OF ANY KIND. IRON MOUNTAIN HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IRON MOUNTAIN DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

#### 5. **Limitations of Liability.**

5.1. 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 Iron Mountain's gross negligence or willful misconduct, and then only in an amount equal to the then current value of such Customer Equipment. Iron Mountain will have no liability for loss or destruction of, or damage to 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.

5.2. 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 including without limitation, lost 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), even if a Party knew of or should have known of the possibility of such loss or damage.

5.3. Maximum Liability. Iron Mountain's maximum aggregate liability arising out of or in connection with this Agreement and any Order, 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 License Fees paid by Customer under the relevant Order in the twelve (12) months immediately preceding the claim. Notwithstanding anything to the contrary, nothing in this Agreement will operate to exclude or restrict a party's liability (if any) to the other: (i) for death or personal injury resulting from its negligence; (ii) for its fraud or fraudulent misrepresentation; or (iii) for any matter for which it is not permitted by Law to exclude.

5.4. Waiver of Claims. Except for the obligation to pay License Fees or Fees, each Party hereby waives its rights to bring any claim against the other party arising in any way from or relating in any way to this Agreement which is not brought within one (1) year after such claim is first discovered.

5.5. Basis of the Bargain; Failure of Essential Purpose. Customer acknowledges that Iron Mountain has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers of warranties and damages specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

#### 6. **Indemnification.**

6.1. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Iron Mountain 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 property in the Data Center (including that of other Data Center customers) caused by the acts or omissions of Customer or Customer Parties; (ii) breach of the terms of this Agreement; and (iii) allegations that the Data infringes any intellectual property right of any third party or violates any applicable Law.

6.2. 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 registered or valid patent or copyright of such third party claimant or misappropriate such third party claimant's trade secrets. The indemnification obligations in paragraph 6.2 (ii) above shall not apply in the event and to the extent that the claim or demand arises as a result of Customer's act or omission.

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

#### 7. **Insurance.**

7.1. Customer Insurance. Customer shall, at its sole cost and expense, procure and maintain directly or through its parent entity, the following minimum insurance during the term of this Agreement and any other insurances which the Customer is required by applicable law or by a competent regulator to maintain: (i) General Liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence and five million

dollars (\$5,000,000) in the annual aggregate for bodily injury and property damage and personal injury coverage including coverage for loss of use; (ii) All-Risk Property insurance including 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 including extra expense and business income coverage, and other property in the care, custody and control of customer; (iii) Automobile Liability insurance in an amount not less than one million (\$1,000,000) per accident; (iv) Commercial Crime Insurance, including blanket coverage for Employee Dishonesty and Computer Fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts, including wrongful conversion committed by Customer's employees, acting alone or in collusion with others, with a minimum limit per event of one million dollars (\$1,000,000). All insurance under this section shall: (a) be with reputable insurers licensed to do business in the state and / or country 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) shall name Iron Mountain Data Centers LLC and its parents, subsidiaries, affiliates, directors, officers and employees as additional insureds and shall remove any insured-versus-insured exclusion for insurances in Section 7.1(i) and (iii); (e) provide that such insurance cannot be cancelled upon less than thirty (30) days' prior written notice to Iron Mountain; (f) Customer must furnish Iron Mountain with certificates of insurance which evidence that Customer has obtained the insurance required hereunder upon execution of the Agreement within five (5) days of renewal of any policy and upon Iron Mountain request. Failure to provide such certificates of insurance does not constitute a waiver of these insurance requirements. Failure by Customer to timely provide Iron Mountain with such certificates shall entitle Iron Mountain to prohibit Customer's access to the Customer Area until such certificates have been provided. Customer shall cause its insurers to waive any rights of subrogation against Iron Mountain Data Centers LLC and its parents, subsidiaries, affiliates, directors, officers and employees and Customer itself waives any and all rights, remedies, claims, actions and causes of action against Iron Mountain Data Centers LLC and its parents, subsidiaries, affiliates, directors, officers and employees 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. Customer shall assure that all subcontractors and other third parties providing services maintain insurance coverages as specified in this Section 7 naming Customer and Iron Mountain Data Centers LLC and its parents, subsidiaries, affiliates, directors, officers and employees as an additional insured or loss payee where relevant. Any deductibles or self-insured retentions are the sole responsibility of the Customer, Customer shall not cause any of the insurance policies to become void or voidable or prejudice any person's entitlement under them; entitle any insurer to refuse to pay any claim or reduce payment of any claim under any of the insurance policies; and ensure that all premiums for the insurances are paid in accordance with the terms of the insurances.

**7.2. Iron Mountain Insurance.** Iron Mountain shall, at its sole cost and expense, procure and maintain the following insurance and any other insurances which the Customer is required by applicable law or by a competent regulator to maintain, during the term of this Agreement: (i) commercial general liability insurance in an amount of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) 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 Data's property and equipment in the Data Center. Iron Mountain does not insure Customer Equipment and equivalent equipment belonging to the other tenants and occupiers of the Data Center, or Data against loss or damage, however caused.

## **8. Term and Termination.**

**8.1. Term.** This Agreement will be effective on the Effective Date and will continue in effect until the last Order Term has ended. Unless otherwise set forth in an Order, the initial term of each Order will commence on the applicable Availability Date and continue for the Initial Billing Term of the applicable Order (the "Order Initial Term"). Upon expiration of the Order Initial Term, Order Renewal Term (as defined below), or a mutually agreed upon Billing Term, as applicable, the Order Term will continue with automatic renewals equal to twelve (12) months (each, an "Order Renewal Term"), unless written notice of non-renewal is delivered by either Party to the other not less than one hundred twenty (120) days prior to the then current expiration date. Annual escalation during any Order Renewal Term shall be eight percent (8%), provided

however, that in the event CPI is higher than eight percent (8%) in any given year, Iron Mountain shall have the right, but not the obligation, to apply as the annual escalation for the applicable year, an amount equal to CPI for the applicable year.

**8.1.1. Availability of Customer Equipment Area.** If delivery of possession of the Customer Area to Customer is delayed beyond the Availability Date specified in the applicable Order because of a delay in the substantial completion of the Customer Area, if any, by Iron Mountain, then, except as provided herein, this Agreement and the applicable Order shall remain in full force and effect. Iron Mountain shall not be liable to Customer for any damage or losses occasioned or incurred in connection with the delay, and the Availability Date shall be changed to the date actual delivery of possession of the Customer Area to Customer is effected, with a corresponding abatement in License Fees, unless the delay in the substantial completion of the Customer Area by Iron Mountain was due to special work, changes, alterations or additions required or made by Customer in the Customer Area, or caused in whole or in part by Customer through the delay of Customer in submitting plans, supplying information, approving plans, specifications or estimates, giving authorizations or otherwise, or otherwise caused in whole or in part by delay or default on the part of Customer. If the applicable Order provides that delivery of the Customer Area shall be effected in more than one increments, the delivery dates and Customer's obligation to pay License Fees and other applicable charges or expenses with respect to additional increments shall be as specified in the applicable Order. In the event that an individual phase, or phases, of an incremental delivery are delayed, the delivery of such phase will be subject to the earlier provisions of this section 8.1.1 with all other phases of the incremental delivery remaining unaffected unless otherwise notified by Iron Mountain.

## **8.2. Termination.**

**8.2.1. Customer Default.** In the event of a Customer Default, Iron Mountain may at its discretion exercise any one or all of the following remedies: (i) recover accrued and unpaid Fees and other unpaid amounts and any other damages arising from Customer Default regardless of whether the applicable Order or Agreement has been terminated; (ii) terminate the applicable Order and/or this Agreement and recover from Customer all of the Fees set forth in the applicable Order(s) that would otherwise have been payable by Customer for all of the remaining Term, as if such applicable Order had not been terminated (Customer acknowledges and agrees that this Section 8.2.1 is not a penalty, but a reasonable estimation of the contractual rights of the parties and the probable damage expected to be incurred by Iron Mountain due to a Customer Default); and (iii) terminate or suspend any or all of the Services; (iv) deny Customer and Customer Representatives access to the applicable Customer Area or Data Center; (v) pursue any other remedies available at law or in equity.

**8.2.2. Iron Mountain Default.** Customer may terminate this Agreement if Iron Mountain materially breaches any of its obligations under this Agreement, unless Iron Mountain cures (or if such cure cannot be completed within such time frame, begins to cure) such breach within thirty (30) days following receipt of Customer's written notice thereof. Notwithstanding the foregoing, Customer shall have no right to self-help or abate Fees or other charges.

**8.2.3. Expiration or Termination.** Upon the effective date of any expiration or termination of an applicable Order or this Agreement (and without limiting any of Iron Mountain's remedies) and provided Customer has paid to Iron Mountain all sums required hereunder, and is not in any Customer Default, Customer shall have the right and obligation to remove from the Data Center all Customer Equipment, Customer materials and any of its other property within the Data Center. Subject to satisfaction of such payment obligation, all such Customer Equipment, Customer materials and other property shall be removed by Customer within ten (10) days of such expiration or termination and the Customer shall return the Customer Area to Iron Mountain in the same condition as it was on the Availability Date (or, at Iron Mountain's option, the date of completion of Customer's Work), normal wear and tear excepted. In addition to the provisions set forth in Section 8.2.4 below, Section 7 shall be in effect until Customer has removed all Customer Equipment, Customer materials and any of its other property from the Data Center and ceases to have access to the Data Center. If for any reason (including failure to pay) Customer does not remove such property within such ten (10) day period of time, Iron Mountain shall have the option, without limiting any other available rights or remedies, to move any and all such property to secure storage and restore the Customer Area and charge Customer for the cost of such removal, storage and restoration. If for any reason (including failure to pay) Customer does not remove all property located in the Customer Area (or storage) within forty (40) days of the effective date of any expiration or termination of the applicable Order or this Agreement, any remaining property shall be deemed abandoned and Iron Mountain shall have the right, in its sole discretion and without notice, account or liability to Customer, to sell or otherwise dispose of such abandoned property and retain proceeds from such sale or disposition in an amount equal to the total of Customer's unpaid obligations pursuant to this

Agreement. Customer hereby acknowledges that Iron Mountain shall have no obligation to obtain the best price for any abandoned property and may, in its sole discretion, dispose of abandoned property for no compensation. Upon full satisfaction of Customer's unpaid obligations pursuant to this Agreement, Iron Mountain shall use its commercially reasonable efforts to return any excess proceeds to Customer pursuant to the notice provisions specified in Section 12.6.

8.2.4. Post Termination Services. If Customer continues to use the Customer Area after the expiration or termination of the applicable Order or this Agreement, the terms and conditions of this Agreement will remain in full force and effect and continue to apply until: (i) Customer ceases using the Customer Area; and (ii) Customer has removed all Customer Equipment from the Customer Area (or storage) or Iron Mountain has exercised all of its remedies in the event of a Customer Default. Such use of the Customer Area beyond the expiration or termination of the applicable Order or Agreement will not constitute a renewal or extension of the Order or Agreement. License Fees during such holdover period will increase to one hundred fifty percent (150%) of the License Fees that were in effect immediately prior to termination or expiration of the Order or Agreement for the first ninety (90) days and two hundred percent (200%) thereafter. In addition, notwithstanding anything herein to the contrary, if this Agreement would otherwise expire or terminate prior to Customer's cessation of its use of the Customer Area and Services, this Agreement will continue in effect for as long as the Customer Area and Services are used by Customer, but this Agreement will be terminable at will by Iron Mountain upon ten (10) days written notice to Customer.

8.2.5. Survival. The rights and obligations of the parties in this Agreement that would by their nature or context be intended to survive the expiration or termination of this Agreement, including the indemnities, shall so survive.

## 9. Confidentiality

9.1. Confidential Information. Each Party acknowledges that it will have access to certain confidential information and materials of the other Party ("Confidential Information"). Confidential Information will include, but not be limited to, information regarding each Party's business, plans, customers, technology, products, proprietary software, trade secrets, know-how, intellectual property, proprietary data, information and operations and customer information. Iron Mountain specifically designates as Confidential Information its prices, rates, quotations and other financial information relating to this Agreement; and its written security procedures, maintenance manuals and other operational documents and procedures. Each Party agrees that it will safeguard and not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by Law or to that Party's attorneys, accountants and other advisors as reasonably necessary, provided such parties are made aware of the confidential nature and agree to restrict use in accordance with this Agreement), any of the other Party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Within thirty (30) days after expiration or termination of this Agreement for any reason, each party will on request return all Confidential Information of the other party in its possession, custody or control at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal, accounting, or administrative record keeping requirement.

9.1.1. Exceptions. Information will not be deemed Confidential Information hereunder if the receiving party can establish by reasonably competent evidence that such information: (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party without any use of or reliance upon the Confidential Information of the disclosing party.

9.2. Remedies. Notwithstanding anything to the contrary in this Agreement, in the event of any breach of this Section 9, the non-breaching party will be entitled to seek injunctive relief; provided that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any other remedy permitted by this Agreement.

## 10. Customer's Work; No Liens.

10.1. Early Access. To the extent (if any) specified in an Order, Iron Mountain shall permit Customer to enter the Customer Area prior to the Availability Date to perform Customer's Work. Such permission is conditioned upon and subject to the provisions of this Agreement (including, without limitation, insurance obligations) except Customer's obligation to pay Fees. Customer acknowledges and agrees that the SLA is not applicable, and the Customer Area may have limited or no access to Conditioned Power and/or functionality prior to the Availability Date.

10.2. Customer's Work. Customer shall pay all costs for Customer's Work when due. Customer shall not cause or allow any liens or encumbrances, or any claims related thereto, of any kind to be imposed upon the Customer Area or the applicable Data Center. 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 fifteen percent (115%) of all such amounts, without limitation as to other remedies available to Iron Mountain.

10.3. Alterations and Approval. Before commencement of any Customer's Work, Customer shall deliver to Iron Mountain details of Customer's designated contractors and plans and specifications showing Customer's Work for Iron Mountain's approval and consent. All of Customer's Work shall comply with the Rules and Regulations and other provisions of this Agreement and shall be performed in conformity with Iron Mountain's standards. In the performance of Customer's Work, Customer and its agents, contractors, employees and invitees shall not interfere with work and operations conducted by Iron Mountain and its designees and agents in the Data Center. Neither review nor approval by Iron Mountain of any item submitted by Customer shall constitute a representation or warranty by Iron Mountain that any such item is complete or suitable for its intended purpose or in compliance with Law, it being expressly agreed by Customer that Iron Mountain assumes no responsibility or liability therefor.

10.4. Approval Conditions. Iron Mountain reserves the right to impose reasonable requirements as a condition of consent or otherwise in connection with Customer's Work, including requirements that Customer: (a) use an Iron Mountain authorized contractor and/or submit for Iron Mountain's authorization and information the names, addresses and background information concerning the engineers, contractors, subcontractors and suppliers Customer proposes to use; (b) obtain and post permits; (c) provide a payment bond, in an amount and form reasonably satisfactory to Iron Mountain, covering Customer's Work and/or such other guaranties of creditworthiness as Iron Mountain may reasonably request; (d) submit conditional and final lien waivers in compliance with local law for all architects, engineers, contractors, subcontractors, and suppliers performing Customer's Work; (e) permit Iron Mountain or its representatives, upon reasonable notice, to inspect Customer's Work at reasonable times; and (f) comply with such other reasonable requirements as Iron Mountain may impose concerning insurance coverage and the manner and times in which Customer's Work shall be done. In addition, Iron Mountain reserves the right to perform, at Customer's sole cost and expense any portion of Customer's Work that Iron Mountain believes affects or may affect the Iron Mountain Equipment.

11. Substitution. Iron Mountain shall have the right at any time during the Term upon sixty (60) days' prior notice to Customer, to substitute other premises within the Data Center as the "Customer Area" under this Agreement. The substituted premises shall be reasonably comparable to the originally licensed premises. Such substitution shall be effected at Iron Mountain's cost (including reasonable moving expenses of Customer incidental to such substitution) and without any change in the License Fees as a result of such substitution. Iron Mountain shall use commercially reasonable efforts so that the move from the original Customer Area to the substituted premises shall be affected efficiently and without materially interrupting the Customer's Business. Customer waives all claims against Iron Mountain for any other actual or potential damages in connection therewith including, but not limited to, any claim related to loss of business.

## 12. General Provisions.

12.1. Subordination. In the event that Iron Mountain is a tenant under a lease with respect to the building containing the applicable Data Center (the "Building"), notwithstanding anything to the contrary in this Agreement, Customer hereby agrees that its use and occupancy of the applicable Customer Area 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.

12.2. Force Majeure. Except for payment obligations hereunder, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation: acts of war or terrorism; acts of God; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; material shortages or other supply chain delays; a local, national, or international public health emergency (including, but not limited to, those identified as an epidemic, pandemic, or PHEIC); any quarantine or other governmental action aimed at controlling the spread of the disease underlying any such public health emergency governmental acts; casualty or condemnation of the Data Center or the Customer Area; or casualty or failure of the Internet (each a "Force Majeure Event"), provided that the affected party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable efforts to correct promptly such failure or delay in performance.

12.3. Governmental Orders. Iron Mountain reserves the right to comply with all warrants, court orders, subpoenas, and other legal requirements. With respect to the Customer Area and Customer Equipment, Customer authorizes Iron Mountain to consent to any access, seizure or other governmental action which in the reasonable opinion of Iron Mountain is valid. Iron Mountain shall use commercially reasonable efforts to promptly notify Customer of any such legal process (unless such notice is prohibited by law or judicial order). Iron Mountain reserves the right to restrict or terminate access by Customer or any Customer Representative to the Data Center from and after the service of a search or seizure warrant and/or after receiving an order of a court or government agency.

12.4. Orders; Purchase Orders. Executed Order(s) will govern the price and scope of the Customer Area and Services. 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) the Order(s); (ii) the Country Specific Terms; (iii) this text (including its Attachments and referenced documents) and (iv) any other documents executed by the Parties, including without limitation any attachments, addenda, schedules or exhibits that are executed by the Parties and made a part of this Agreement. If Customer requires a purchase order for payment, Customer shall issue an accurate and complete purchase order through Iron Mountain's standard channels prior to performance by Iron Mountain of any Services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any Iron Mountain invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight hours of request by Iron Mountain. In this case, the original payment due date shall apply.

12.5. ITAR/EAR Compliance. Customer represents and warrants that: (1) neither Customer nor any direct or indirect majority owner of Customer is sanctioned under US, UK or European economic sanctions; and (2) Customer shall not use goods or services supplied by Iron Mountain to further business occurring in a US embargoed location (Currently at the date of this template: Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk People's Republic and Luhansk People's Republic). Iron Mountain shall have the right to terminate the Agreement without penalty if, during the term of the Agreement: (a) Customer becomes sanctioned under US, UK or European economic sanctions, or (b) Customer uses the goods or services supplied by IM to further business occurring in a US embargoed location

12.6. 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 or by attempted delivery. The current addresses for such notices are as set forth in the applicable Order. 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.

12.7. Use of Trade Names, etc. Neither Party may use the name, trade name, logo or trademark of the other Party hereto without the prior written consent of an authorized representative of the other Party in each instance. Notwithstanding the foregoing, Iron Mountain may disclose the name of Customer to any of its employees, vendors and contractors that have a reasonable need to know such information to assist Iron Mountain in providing the Services and may also include the name of Customer in a list of customer references or other similar marketing materials. In addition, nothing herein shall restrict either party's ability to disclose the other's name and the terms of this Agreement as they may reasonably determine to be necessary or advisable to comply with applicable Law, including, without limitation, Laws promulgated by the Securities and Exchange Commission.

12.8. Independent Contractors. The relationship between Customer and Iron Mountain is that of independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the Parties. Each Party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither Party is authorized to act on behalf of the other in any other matter whatsoever.

12.9. 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 or a joint venture. The non-assigning Party shall not unreasonably withhold its consent.

12.10. Affiliate Purchasing: Affiliates of the parties may enter into Orders directly, each such Affiliate becoming a party to an Agreement incorporating these terms upon execution of the relevant Order(s). Each Order creates separate obligations between the Affiliates which sign the Order(s) and no other Affiliates shall have any obligations under or with respect to such Order.

12.11. Choice of Law. Each Order will be governed by and construed in accordance with the laws of the state and/or country in which the applicable Data Center is located, without regard to such state's conflict of law principles. The courts specified in the Country Specific Terms shall have exclusive jurisdiction to determine any dispute arising out of or in connection with any Order (including in relation to non-contractual obligations).

12.12. Modifications; Severability; No Waiver. Any modifications, amendments, supplements to or waivers of an Order must be in writing and executed by authorized representatives of both Parties. Iron Mountain reserves the right to amend these terms and conditions by issuing a revised version of these terms and conditions online at [www.ironmountain.com/onlinecontracts](http://www.ironmountain.com/onlinecontracts), with any such amendment or revision being effective from the date of issue. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, then to the greatest extent possible, the remaining provisions of this Agreement shall remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party as specifically stated in this Agreement.

12.13. Entire Agreement. This Agreement and its Attachments and Orders, together with the Rules and Regulations, all of which are incorporated herein (by reference or otherwise), 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.

**ATTACHMENT A -- SERVICE LEVEL AGREEMENT**

**I. SERVICE LEVEL OBJECTIVES**

Set forth below are Iron Mountain’s Service Level Objectives for specific Services:

**Power:**

For Customers who deploy Conditioned Power Dual Corded: Iron Mountain’s service level objective is **100 percent (100%)** availability of Conditioned Power to the Customer Equipment Area.

**Temperature:**

Iron Mountain’s service level objective is to maintain an ambient temperature between fifty-nine (59) degrees and ninety (90) degrees Fahrenheit (fifteen (15) degrees and thirty-two (32) degrees Celsius) at all times in the Customer Equipment Area.

**Humidity:**

Iron Mountain’s service level objective is to maintain an ambient humidity between twenty percent (20%) and eighty percent (80%) in the Customer Equipment Area.

**Access Control:**

Iron Mountain’s service level objective is to maintain access control which identifies or authenticates authorized visitors into the managed Data Center (the “Access Control Objective”).

Iron Mountain may modify the Temperature Service Level Objectives set forth in this Attachment A, upon 30 days’ written notice to Customer, as needed to comply with Law or to conform to prevailing data center industry standards as determined by Iron Mountain in its reasonable judgment.

**II. SERVICE LEVEL CREDITS**

The table below sets forth Customer’s sole and exclusive remedy for failures to meet any of the Service Level Objectives for the Services referenced therein (a “Service Level Failure”). For purposes of calculating all Service Level Credits set forth in this Section II, the “Impacted Customer Equipment” shall mean only the particular racks or cabinets within the Customer Area affected by the applicable Service Level Failure. To the extent necessary Iron Mountain will, acting reasonably, pro-rate the value of the relevant Services to determine the appropriate Service Level Credit.

| <b>Service Level Objective</b> | <b>Service Level Failure</b>   | <b>Service Level Credit</b>   |
|--------------------------------|--|---|
| <b>Power</b>                   | <b>Primary Power Failure (Dual Corded)</b> – Where Customer deploys Conditioned Power Dual Corded in an A & B configuration from A & B PDUs or busway, it shall be a Service Level Failure if both the A and B sides fail simultaneously for any amount of time to supply power, as determined at the line side of the PDU or busway.  | The Service Level Credit shall equal the total monthly License Fees of the applicable Impacted Customer Equipment where such Conditioned Power (Dual Corded) is deployed multiplied by ten percent (10%) for each fifteen (15) minutes or portion thereof.  |
| <b>Temperature</b>             | <b>Temperature Failure</b> - It shall be a Service Level Failure if the ambient Air Temperature (as defined in Note 1 below) average, as measured across all measurement points (a “Temperature Reading”) is outside a range of fifty nine (59) degrees Fahrenheit to ninety (90) degrees Fahrenheit (fifteen (15) degrees to thirty-two (32) degrees Celsius) for four (4) hours after a Temperature Reading fell outside a range of fifty nine (59) degrees Fahrenheit to ninety (90) degrees Fahrenheit (fifteen (15) degrees and thirty-two (32) degrees Celsius). | The Service Level Credit shall equal the total monthly License Fees of the applicable Impacted Customer Equipment multiplied by five percent (5%) for each Temperature Failure. For purposes of clarification, Customer receives a Service Level Credit after each four (4) hour period during which a Temperature Failure continues. |
| <b>Service Level Objective</b> | <b>Service Level Failure</b>   | <b>Service Level Credit</b>   |
| <b>Humidity</b>                | <b>Humidity Failure</b> - It shall be a Service Level Failure if the ambient air relative humidity   | The Service Level Credit shall equal the total monthly License Fees of the  |



|                       |  |   |
|-----------------------|--|---|
|                       | average, as measured in accordance with Note 2 below (a "Humidity Reading"), is below twenty percent (20%) or above eighty percent (80%) humidity six (6) hours after a Humidity Reading fell below twenty percent (20%) or exceeded eighty percent (80%). | applicable Impacted Customer Equipment multiplied by five percent (5%) for each Humidity Failure. For purposes of clarification, Customer receives a Service Level Credit after each six (6) hour period during which a Humidity Failure continues. |
| <b>Access Control</b> | <b>Access Control</b> – It shall be a Service Level Failure if there is a lack of system(s) or personnel to execute the Access Control Objective.  | The Service Level Credit shall equal the total monthly License Fees of the applicable Impacted Customer Equipment Area multiplied by five percent (5%) for each fifteen (15) minutes or portion thereof.  |

*Note 1: Air Temperature will be monitored at one or more points of the designated cold aisles in the Customer Equipment Area or as otherwise reasonably determined by Iron Mountain. If multiple points are measured, an average will be used.*

*Note 2: Humidity will be measured at one or more points of the designated cold aisles in the Customer Equipment Area, or as otherwise reasonably determined by Iron Mountain. If multiple points are measured, an average will be used.*

In the event Customer becomes aware of a Service Level Failure, Customer shall notify Iron Mountain via the Customer Portal or via telephone to Iron Mountain's 24-hour response line. If a Service Level Failure is established through Iron Mountain's internal investigation and Customer requests a Service Level Credit from Iron Mountain within thirty (30) days of becoming aware of the Service Level Failure, an applicable Service Level Credit allowance shall appear on Customer's invoice following Iron Mountain's internal investigation and processing. Service Level Credits shall not have any cash value at the end of the Term or otherwise. Service Level Credits shall be calculated as a rebate of monthly License Fees, as applied specifically to the particular Order and Data Center Service that experienced the Service Level Failure.

One or more concurrent Service Level Failures shall yield the specific Service Level Credit that is most favorable to Customer.

No Service Level Credits will be given for a Service Level Failure: (a) caused by the action or failure to act by a Customer Party; (b) due to failure of equipment provided by a Customer Party; (c) which is part of a planned service interruption for maintenance in accordance with Section 2.3 of the Global Data Center Customer Agreement Terms and Conditions, or that results from implementation of a Customer request or direction; (d) if Customer licenses Conditioned Power Dual Corded and Customer deploys a configuration with more than fifty percent (50%) of the kW Amount deployed to either side; (e) due to a Force Majeure Event; (f) for which Customer is entitled to a Service Level Credit for the same or a contemporaneous Service Level Failure; (g) affecting portions of the Other Customer Areas only; (h) resulting from actions taken by Iron Mountain to comply with Law, provided that Iron Mountain provides prompt notice to Customer of such actions; or (i) resulting from Customer's breach of this Agreement.

Total cumulative Service Level Credits earned in any thirty (30) day period shall not exceed the amount of one (1) month's License Fees for the Impacted Customer Equipment Area.

## ATTACHMENT B - COUNTRY SPECIFIC TERMS

### Germany

“CPI” means the Harmonised Index of Consumer Prices (HICP) for Germany.

Section 2.5 (Background Investigations) shall not apply.

The following wording shall replace Section 3.5, sentence 6:

*In the event of any late payment from Customer, Iron Mountain may charge interest, measured from the original due date, at a rate of nine percentage points above the ECB base rate.*

The following wording is added to the end of Section 3.5:

*The payment terms as laid down in this Section are to be regarded as strict deadlines (Ausschlussfristen). If Customer exceeds such deadline, the Customer will automatically be in default (Verzug) without a notice of default (Verzugsanzeige) being required.*

Section 4.2.2, sentence 2 shall not apply.

Section 4.3 shall be replaced by the following:

*The Customer's statutory rights in the event of defects are limited as follows:*

*4.3.1 The Customer must notify Iron Mountain of material defects, i.e., defects that more than insignificantly restrict the usability of the Service immediately after delivery and document the defect in question in a manner that is comprehensible to Iron Mountain.*

*4.3.2 Iron Mountain is obligated to remedy the defect in question within a reasonable period of time at its own discretion by repairing the defect, providing a workaround solution or delivering an update version and to provide Service available to the Customer free of defects.*

*4.3.3 If Iron Mountain has not successfully remedied a defect notified in accordance with section 4.3.1 in accordance with section 4.3.2 despite a reasonable grace period, the Customer is entitled to terminate the license.*

*4.3.4 Iron Mountain assumes no strict liability for initial material defects in the Customer Area.*

*4.3.5 The right to reduction is excluded. The claim under the law of enrichment for repayment of excess amounts paid shall remain unaffected.*

*4.3.6 Notwithstanding Section 5.1, all rights of the Customer against Iron Mountain with respect to defects shall expire twelve (12) months after the beginning of the statutory warranty period. For the avoidance of doubt, the parties agree that any updates or upgrades provided by Iron Mountain to the Services or Customer Area during the term of the Agreement shall not extend the warranty period.*

*4.3.7 The parties agree that the assumption of a guarantee always requires an express written commitment on the part of Iron Mountain in which the terms "guarantee" or "guaranteed" are used.*

The following new Section 5.1 shall be added, whereas the previous Section 5.1 shall become Section 5.2 etc.

*5.1.1 Subject to the provisions in Section 5.1.2, Iron Mountain's statutory liability for damages shall be limited as follows:*

*Iron Mountain shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the Agreement, the breach of which endangers the purpose of the Agreement and on the fulfilment of which the Customer regularly relies);*

*Iron Mountain shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.*

*5.1.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.*

5.1.3 The Customer shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Customer to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses, malware and other disruptive programmes within Customer Area).

5.1.4. To the extent Iron Mountain's liability is limited or excluded, the same shall apply in respect of any personal liability of Iron Mountain's legal representatives, employees and vicarious agents.

The following wording is added to the end of Section 6.1

*The indemnification obligation shall not apply if Customer is not at fault.*

**Jurisdiction:** The courts of the Federal Republic of Germany have exclusive jurisdiction to determine any dispute arising out of or in connection with this LPA (including in relation to any non-contractual obligations).

## **INDIA**

"CPI" means the Consumer Price Index as published by the Reserve Bank of India. Section 2.5.1 (Background Investigations) shall not apply.

**Jurisdiction:** The courts of Mumbai have exclusive jurisdiction to determine any dispute arising out of or in connection with any Order relating to services in India (including in relation to any non-contractual obligations).

**Currency:** To the extent the Customer orders any Services which are available or priced online, Iron Mountain reserves the right to charge the Customer in the currency displayed online or in the currency of the region where the Services will be delivered (as converted using a recognized exchange rate of Iron Mountain's choice).

## **NETHERLANDS**

CPI shall mean the Netherlands Harmonized Consumer Price Index (HICP).

Section 2.5.1 (Background Investigations) shall not apply.

The following wording is added to the end of Section 3.4:

*The payment terms as laid down in this Section are to be regarded as strict deadlines (fatale termijnen). If Customer exceeds such deadline, the Customer will automatically be in default (verzuim) without a notice of default (ingebrekestelling) being required.*

The following wording is added to Section 3.5:

*With this Section, the Parties intend to deviate from any standards in respect of collection costs as may be applicable by Law to the benefit of Iron Mountain.*

**Jurisdiction:** The courts of the Netherlands have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

## **SINGAPORE**

"CPI" shall mean the Consumer Price Index issued by the Singapore Department of Statistics at <https://www.singstat.gov.sg/find-data/search-by-theme/economy/prices-and-price-indices/latest-data>.

Section 2.5.1 (Background Investigations) shall not apply.

The following shall be added at the end of Section 2.6.2(i):

*, and the parties agree that such amount represents a genuine pre-estimate of Iron Mountain's damages suffered for such consumption in excess of the kW Amount;*

**Jurisdiction:** *the courts of Singapore have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).*

Third Party Rights. The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore by any person not a party to it.

## **SPAIN**

"CPI" shall mean the Consumer Price Index issued by the [Spanish National Statistics Institute](https://www.ine.es/en/) at: <https://www.ine.es/en/>

Section 2.5.1 (Background Investigations) shall not apply.

## **UNITED KINGDOM:**

"CPI" means the Consumer Price Index published by the Office for National Statistics at <https://www.ons.gov.uk/economy/inflationandpriceindices>

All references to 'gross negligence' in the Terms and Conditions shall be interpreted as a reference to a failure by a party (by act or omission) to exercise reasonable care and skill in performing or failing to perform an obligation, where such party demonstrates a serious disregard for a reasonably foreseeable risk

Third Party Rights. The do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**Jurisdiction:** *the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).*

## **UNITED STATES OF AMERICA ("USA"):**

"CPI" means the consumer price index published by the U.S. Bureau of Labor Statistics at <https://www.bls.gov/cpi/>

The following shall be added as a supplemental section 12.14

12.14. HIPAA and HITECH Compliance. Solely with respect to Orders within the United States, any use of Customer Equipment to transmit, store or receive any personal health information ("PHI") or electronic personal health information ("ePHI"), shall be subject to the standard Iron Mountain Business Associate Agreement ("BAA"), which is available upon request and shall be entered into prior to Customer using Customer Equipment to transmit, store or receive any PHI or ePHI. Customer shall be solely responsible for notifying Iron Mountain prior to Customer storing or processing any PHI or ePHI on Customer Equipment. PHI and ePHI shall have the meanings set forth in 45 C.F.R. § 160.103.

**Jurisdiction:** *The courts of the state where the Services under the relevant Order are to be performed shall have exclusive jurisdiction to determine any dispute arising out of or in connection with any Order relating to services in the USA (including in relation to any non-contractual obligations).*