



This Acceptable Use Policy (“AUP”) sets forth the prohibited activities and additional rights and responsibilities relating to the use of the network services (“Services”) provided by Iron Mountain Information Management, LLC or its affiliates (“Iron Mountain”) to its customers (each, a “Customer”) and Customer’s end-users of the Services (“Users”).

1. **Scope.** This AUP is supplemental to and is incorporated into the agreement governing the Services between Iron Mountain and Customer (“Agreement”). In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the Agreement with respect to the Services, the terms and conditions set forth in the Agreement shall be deemed to be the controlling terms and conditions. Iron Mountain may amend this AUP at any time by updating the terms and conditions on its website. Any such amendment is effective when posted by Iron Mountain, and Customer is deemed to accept any such amendments by its use (or use by its Users) of the Services after such posting. If Customer’s data is carried across networks of other Internet Service Providers, Customer and its Users shall also conform to the applicable acceptable use policies of such other Internet Service Providers. Customer shall be responsible for the use of the Services by its Users, and its Users’ compliance with the terms and conditions of this AUP.

2. **Prohibited Uses.** Customer and its Users shall not use the Services directly or indirectly (i) for any purpose in violation of applicable law, including data protection and export laws; (ii) to provide chat rooms or bulletin boards without the prior written consent of Iron Mountain; (iii) to knowingly transmit any material that (a) cannot be legally distributed, (b) infringes the intellectual property rights of a third party, or (c) that contains illegal, threatening, harassing, defamatory, or obscene content; (iv) for abusive purposes, including without limitation the distribution of viruses, worms, time bombs, or Trojan horses; (v) to attempt to circumvent security of, or gain unauthorized access to, any computer network; (vi) in a manner that impairs the performance of the Services; (vii) to transmit unsolicited commercial e-mail messages or send excessively large attachments to a single recipient; (viii) to impersonate another user in connection with any Internet service; (ix) for repeatedly exceeding the bandwidth limitations of the Services; (x) to attempt to circumvent or alter bandwidth utilization or time measurements or other methods for documenting use of the Services; or (xi) for any other inappropriate activity or abuse of the Services as determined by Iron Mountain in its sole discretion.

3. **Iron Mountain Rights.** In the event of Customer’s or its Users’ breach of this AUP, Iron Mountain may immediately, with or without notice, and without liability to Customer: (i) temporarily suspend the Services until Customer cures such breach; or (ii) terminate the Services. Iron Mountain reserves the right, without Customer’s or its Users’ permission, to cooperate with third-party complaints (deemed credible by Iron Mountain), law enforcement or other governmental authorities in investigating claims of illegal activity.

4. **Customer Responsibilities.** Customer shall (i) immediately following discovery, notify Iron Mountain of any violations of this AUP or breach or attempted breach of security related to the Services; (ii) be responsible for ensuring the logical security and configuration of its applications and systems, and maintaining the confidentiality of password and account details; and (iii) accept responsibility and liability for material posted by its Users via the Services.

5. **Privacy.** Customer acknowledges and agrees that the Internet is inherently open and insecure, and therefore any data transmitted by Customer or its Users over the Internet may be susceptible to interception or modification. Iron Mountain assumes no liability for the security or integrity of any data transmitted via the Services.

6. **Complaints and Notices.** Customer shall immediately report security breaches and violations of this AUP via email to NAIMDChelp@IronMountain.com.