

Related Data Center Services Rider

This Related Data Center Services Rider (this "Rider") is supplemental to and is incorporated into the agreement governing the services between Iron Mountain Data Centers, LLC or its affiliates ("Iron Mountain") and the applicable customer ("Customer") (the "Agreement") and any order(s) executed pursuant thereto, as may have been amended from time to time ("Order(s)"). This Rider sets forth the terms and conditions pursuant to which Iron Mountain provides the services listed under the Related Data Center Services heading in the applicable Order(s). Iron Mountain may amend this Rider at any time by updating the Rider 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 of the services described herein after such posting. Any terms used but not defined herein shall have the meanings attributed to them in the Agreement.

- 1. Definitions.
- 1.1. "AUP" means the Acceptable Use Policy located at ironmountain.com/onlinecontracts.
- 1.2. **"Campus Cross-Connection"** means a single mode fiber optic Cross-Connection between two data centers located on the same Iron Mountain Campus.
- 1.3. **"Cloud On-Ramp Network Service"** means the provision of communication network connectivity provided by Iron Mountain from Customer to a cloud service provider.
- 1.4. **"Cross-Connection"** means a physical cable connection to a network other than a network operated by Iron Mountain.
- 1.5. "DIA" or "Direct Internet Access" means the internet protocol bandwidth provided by Iron Mountain which features multi-homed connectivity from two or more connections, unless otherwise specified.
- 1.6. "Diverse Metro Wave Network Service" means the provision of two Unprotected Metro Wave Network Services, provisioned along two physically diverse paths. Automatic failover or link protection to be provided by Customer Equipment.
- 1.7. **"Resold Network Services"** means the provision of communication network connectivity provided by any third-party telecommunications provider and sold by Iron Mountain to Customer.
- 1.8. **"Smart Hands"** means the performance of Customer directed requests as set forth in Iron Mountain's Smart Hands Request Catalog in the Customer Portal that are performed without systems access or login, testing or heavy physical labor.
- 1.9. **"Unprotected Metro Wave Network Service"** means the provision of communication network connectivity provided by Iron Mountain to Customer, that provides a point to point fiber optic wavelength from location A to location Z. Each wavelength is provisioned along a single physical path, with no automatic failover or link protection.
- 1.10. **"Virtual Cross Connection"** or "**VXC"** means point to point bandwidth provided by Iron Mountain, which features connectivity from two or more paths unless otherwise specified in the applicable Order.
- 2. Smart Hands.
- 2.1 **General**. At Customer's request, Iron Mountain may perform Smart Hands. In such event, other than as set forth in the SLA, Iron Mountain will not have any liability for, and Customer hereby releases Iron Mountain from, any damages arising out of Iron Mountain's actions in response to, or failure to act on, any Customer request for Smart Hands services hereunder. Each month, Customer shall be entitled to request Smart Hands services in the amount and at the License Fees rate set forth in an applicable Order. Any unused Smart Hands are non-refundable and may not be rolled over to other months or transferred to other Data Centers. Smart Hands requests in excess of the amount set forth in the

applicable Order shall be invoiced to Customer at Iron Mountain's License Fees rates set forth in the Customer Portal and at www.ironmountain.com/onlinecontracts. Each request for Smart Hands will require a separate initiation by Customer to Iron Mountain by an authorized representative of Customer.

- 2.2 Smart Hands (Hours Per Year). For Customers who license Smart Hands (Hours Per Year) (as set forth in the applicable Order), Customer shall have the right, but not the obligation, to request Iron Mountain perform up to the quantity of hours of Smart Hands services set forth as Smart Hands (Hours Per Year) in the applicable Order during each calendar year of Order Term. In the event Customer's Smart Hands requests exceed the quantity of hours set forth in the applicable Order as Smart Hands (Hours Per Year) in any given calendar year, Iron Mountain shall bill Customer for any additional Smart Hands in accordance with the rate card located at ironmountain.com/onlinecontracts. Any unused Smart Hands (Hours Per Year) remaining at the end of any calendar year shall not roll over to the following calendar year and Iron Mountain shall have no obligation to credit Customer the License Fees attributable to any unused Smart Hands (Hours Per Year). Except as otherwise set forth in this Section 2.2, all terms set forth in Section 2.1 will apply to Smart Hands (Hours Per Year).
- Cross-Connections. Subsequent to the execution of an Order that includes Cross-Connection(s), 3. Customer may request that Iron Mountain complete Cross-Connection(s) to or from third-party carriers or providers within the applicable Data Center (or which serve the Data Center), provided that Customer provides to Iron Mountain a fully completed Cross Connect Request Form. Cross-Connection(s) requests in excess of the amount set forth in the applicable Order shall be invoiced to Customer at Iron Mountain's then-current Cross-Connection rate set forth on the rate card located at www.ironmountain.com/onlinecontracts. In addition, Customer shall be responsible for a one-time provisioning fee for each Cross-Connection requested and a one-time disconnect fee for each Cross-Connection decommissioned. at the then current rate set as www.ironmountain.com/onlinecontracts. All points of interconnection, conduit and/or cable routes and other details shall be determined by Iron Mountain in its sole discretion and shall belong to Iron Mountain during and after the Term. The responsibilities of Iron Mountain shall be to run and terminate a physical cable and test the cable to confirm continuity of the physical layer thereof. Customer shall be responsible for the circuit utilizing each Cross-Connection, including the initial turn-up, integration, logical function and use thereof. Customer expressly recognizes that other than completing and maintaining the physical Cross-Connection, Iron Mountain does not have any responsibility whatsoever for the nature, performance, quality, integration, protocol, timeliness, utility or other features of circuit(s) provided by a third-party carrier or provider, which shall be governed solely by Customer's agreement(s) with such carrier or provider. Customer shall not allow any carrier to be located in the Customer Equipment Area.
- 4. **Requesting Additional Services**. Customer may request incremental Smart Hands or Cross-Connections by submitting a written request through the Customer Portal, provided the Customer Portal has such capabilities. Any other modifications or changes shall be reflected in an Order or amendment signed by both Parties.
- 5. **DIA and Network Services**. If DIA services are to be provided hereunder to Customer, the following terms and conditions shall apply:
- 5.1.1. In utilizing the DIA and other Iron Mountain-provided network and connectivity services, Customer agrees to follow Iron Mountain's Rules and Regulations and AUP (as then in effect and located at www.ironmountain.com/onlinecontracts), and may be modified by Iron Mountain from time to time. Iron Mountain uses an industry standard 95th percentile analysis to measure usage for DIA service which allows Customer to burst beyond a given committed rate. In addition, Customer agrees that Customer shall be responsible for the consumption of DIA which is attributable to Customer or its IP space, including any consumption which occurs as a result of any denial of service attack, virus, exploited Customer system or proxy compromise or other exploit of like or kind. Customer shall secure its network and related elements at all times from attack, open proxy hijack and/or other abuse.
- 5.1.2. Customer acknowledges and agrees that Iron Mountain does not provide any logical network security or exercise any control, of any kind whatsoever, over the content of the information passing through the Internet and Iron Mountain (for itself and on behalf of any applicable service provider), disclaims

any and all responsibility and liability as relates to the content of the information passing through the Internet.

5.1.3. Customer acknowledges and agrees as follows: (i) determination of IP address allocation size shall be at the sole discretion of Iron Mountain and in accordance with the applicable Regional Internet Registry's policies and guidelines; and (ii) the IP addresses provided to Customer hereunder shall remain the sole property of Iron Mountain. Iron Mountain hereby grants Customer a non-transferable and non-assignable license to use the IP addresses provided by Iron Mountain during the applicable Term. Iron Mountain reserves the right to require Customer to change its IP addresses with replacement addresses provided by Iron Mountain.

- 5.1.4. In the event of any termination of the applicable Order or this Agreement, Customer, upon written notice to Iron Mountain and in connection with bona fide transition efforts, shall be entitled to retain control over the route of all IP addresses used by Customer during the preceding sixty (60) days for thirty (30) days following the expiration or termination of the Order or this Agreement, provided that the Customer has complied with all of Iron Mountain's Rules and Regulations AUP and agrees to continue to do so during the thirty (30) day transition period and is otherwise in compliance with this Agreement.
- 5.1.5. Customer may resell DIA services provided that (i) Customer shall have obtained all requisite approvals or authorizations as may be required by any applicable governmental entity or regulator or Law, (ii) the obligations of Iron Mountain hereunder shall be solely to Customer and not to any third party, (iii) Iron Mountain shall not have any obligation hereunder to support, supervise or otherwise assist parties other than Customer, and (iv) Customer shall be solely responsible for the actions, omissions and other conduct of any party to which it resells the DIA services, including, without limitation, compliance with this Agreement.
- 6. **Service Level Agreement.** As it relates to the Related Data Center Services, the Service Level Objectives and Service Level Credits set forth below shall apply as if set forth in the Service Level Agreement of the Agreement. The notes and general terms and conditions set forth in the SLA of the Agreement shall apply to the below Service Level Objectives and Service Level Credits as if set forth herein.

I. Service Level Objectives

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

DIA and VXC:

For Customers who deploy dual network feed configurations, Iron Mountain's service level objective is one hundred percent (100%) availability of DIA and/or VXC, as applicable.

Resold Network Service:

Iron Mountain's service level objective will be the service level objective provided by the underlying third-party telecommunications provider.

Unprotected Metro Wave Network Service:

Iron Mountain's service level objective is ninety-nine percent (99%) availability of Unprotected Metro Wave Network Services.

Diverse Metro Wave Network Service:

Iron Mountain's service level objective is one hundred percent (100%) availability of Diverse Metro Wave Network Services.

Cloud On-Ramp Network Service:

Iron Mountain's service level objective is ninety-nine percent and 99/100 (99.99%) availability of Cloud On-Ramp Network Services.

Cross-Connections and Campus Cross-Connections (collectively referred to in this SLA as "Cross-Connections"):

Iron Mountain's service level objective is to ensure that all Cross Connections licensed by Customer from Iron Mountain in the applicable Customer Equipment Area is available and uninterrupted on both the primary and redundant connections.

Smart Hands:

Iron Mountain's service level objective is to acknowledge Smart Hands requests within thirty (30) minutes of such request.

II. Service Level Credits

The table below sets forth Customer's sole and exclusive remedy for a Service Level Failure.

| Service Level Objective | Service Level Failure | Service Level Credit |
|--|--|---|
| Direct Internet Access (DIA) and Virtual Cross Connections (VXC) | DIA or VXC - If Customer deploys dual network feed configurations, it shall be a Service Level Failure if both network feeds are unavailable simultaneously for any amount of time to the Customer Equipment Area. | The Service Level Credit shall equal the total monthly License Fees specific to DIA or VXC, as applicable, for the applicable Customer Equipment Area multiplied by ten percent (10%) for each fifteen (15) minutes or portion thereof. |
| Resold Network Service | Resold Network Failure -It shall be a Service Level Failure as defined by the underlying third-party telecommunications provider. | The Service Level Credit shall equal the credits received and passed through from the underlying third-party telecommunications provider not to exceed the total monthly License Fees specific to the affected Resold Network Service to the Customer Equipment Area. |
| Unprotected Metro Wave Network Service | Unprotected Metro Wave Network Service Failure - It shall be a Service Level Failure if the cumulative availability of each Unprotected Metro Wave Network service is less than ninety nine percent (99%) in any calendar month. | The Service Level Credit shall equal fifty percent (50%) of the total monthly License Fees specific to affected Unprotected Metro Wave Network Service to the Customer Equipment Area. |
| Diverse Metro Wave Network Service | Diverse Metro Wave Network Service Failure - It shall be a Service Level Failure if the cumulative availability of each Diverse Metro Wave Network Service is less than one hundred percent (100%) in any calendar month. | The Service Level Credit shall equal the total monthly License Fees specific to the affected Diverse Metro Wave Network Service to the Customer Equipment Area. |
| Cloud On-Ramp Network Service | Cloud On-Ramp Network Service Failure - It shall be a Service Level Failure if the cumulative availability of each Cloud On-Ramp Network Service is less than ninety-nine percent and 99/100 (99.99%) in any calendar month. | The Service Level Credit shall equal fifty percent (50%) of the total monthly License Fees specific to the affected Cloud On-Ramp Network Service to the Customer Equipment Area. |
| Cross Connections | Cross Connections – Provided Customer takes dual Cross Connections and deploys them in a redundant manner, it shall be a Service Level Failure if a cross connection licensed by Customer from Iron Mountain in the applicable Customer Equipment Area is unavailable on both the primary and redundant connections. | The Service Level Credit shall equal the total monthly License Fees specific to Cross-Connections for the applicable Customer Equipment Area. |
| Smart Hands | Smart Hands – It shall be a Service Level Failure if Iron Mountain fails to acknowledge a Smart Hands | The Service Level Credit shall equal the total monthly License Fees specific to Smart Hands for the applicable Customer Equipment Area. |

| requests within thirty (30) minutes of receipt of such request | |
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As relates to DIA, Customer recognizes that the internet is comprised of thousands of autonomous systems and that this SLA covers the provision of access by Iron Mountain to the global internet. Routing anomalies, asymmetries, inconsistencies and failures, outside of the control of Iron Mountain, can and will occur on other networks. In such instance, Iron Mountain shall use its commercially reasonable efforts to route traffic via an alternative route path, but any such events shall not be deemed to be a Service Level Failure for purposes hereof. Further, if the price of the DIA is not specified specifically on Attachment A (e.g., due to package pricing), the price will be determined by Iron Mountain using Iron Mountain's then current market pricing for DIA.