



**IRON MOUNTAIN® IRON CLOUD™  
SERVICE LEVEL AGREEMENTS AND SERVICE LEVEL OBJECTIVES**

The purpose of this document is to establish the Service Level Agreement (SLA) and Service Level Objective (SLO) measurements used to manage performance expectations between Iron Mountain and Customer for the Iron Mountain® Iron Cloud™ Services.

1. **Definitions.** As used in this document, the following defined terms shall have the meanings set forth below in this Section 1. Capitalized terms used but not expressly defined in this document shall have the meaning set forth in the Iron Cloud Services Agreement.

“**Downtime**” is measured from the time of Customer notification of the Unavailability condition to Iron Mountain until the time Iron Mountain notifies the Customer that the condition is corrected.

“**Geo Resilient**” means Data is automatically protected across a minimum of three Iron Mountain Data Centers.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the total number of Downtime minutes experienced in a month divided by the total number of minutes in such month.

“**Single Site**” means Data is stored in a single Iron Mountain Data Center.

“**Unavailable**” and “**Unavailability**” means a normal function of the Service or service component delivered and managed by Iron Mountain is not available to the Customer.

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

2. **Iron Cloud Service Desk - Service Level Objectives.** Iron Mountain shall classify all service errors as follows:

<b>Error Severity</b>	<b>Definition</b>
1 (“S1”)	Critical: Severe problem preventing Customer or group of customers from performing critical business functions
2 (“S2”)	High: Customer or group of customers able to perform job function, but performance of job function degraded or severely limited
3 (“S3”)	Medium: Customer or group of customers performance of job function is largely unaffected
4 (“S4”)	Low: Minimal system impact; includes feature requests and other non-critical errors

Iron Mountain will use commercially reasonable efforts to support customers with technical advice and assistance in connection with their use of the Service according to severity level. The table below sets forth Iron Mountain targets for service support responses to service errors based on severity level:

<b>Severity Level</b>	<b>Response Time</b>	<b>Work Effort</b>	<b>Status Update(s)</b>
S1	10 minutes response time	Continuous until resolution is achieved	Two updates daily
S2	30 minutes response time	Continuous until resolution is achieved, Prioritized behind S1	One update Daily
S3	Four Hour response time	During business hours	Two weekly Updates
S4	One Day response time	During business hours prioritized behind S3	Once a week

In the event that Iron Mountains fails to meet the Service Level Objectives for Initial Target Response Times as set forth above in any monthly billing cycle, and Customer provides Iron Mountain with documentation of such failure within ten (10) days of the error event, Iron Mountain will issue undisputed credits to Customer's account as follows:

Service Level Objectives	Service Credit
Severity 1 greater than 30 minutes	\$1000 per incident
Severity 2 greater than 60 minutes	\$500 per incident

3. **Monthly Uptime Percentage SLA and Service Level Credits.** With respect to the Services listed below, Iron Mountain will use commercially reasonable efforts to make the Service(s) subscribed to by Customer available with a Monthly Uptime Percentage equal to or greater than the service commitment percentage listed in the below table for each such Service during any monthly billing cycle (the "Service Commitment"). In the event that Iron Mountain fails to meet a Service Commitment during any monthly billing cycle and Customer provides Iron Mountain with the documented periods of Downtime within ten (10) days of the Downtime event, Iron Mountain will issue undisputed credits to Customer's account based upon the calculation set forth in the below table for the Service(s) that fail to meet the applicable Service Commitment. Service Credits for Monthly Uptime Percentage are calculated as a percentage of the "Applicable Monthly Charges," which shall mean the total charges paid by the Customer (excluding one-time payments such as implementation) for the affected Service component or SKU for the monthly billing cycle in which the Unavailability occurred in accordance with the below table. SLA's are measured and reported on a monthly basis, credit bearing and considered part of the Services.

Service	Service Commitment for Monthly Uptime Percentage	Monthly Uptime Percentage Range for Service Credit Calculation	Service Credit Percentage
Iron Cloud Object Storage (Geo Resilient)	99.95%	Between 99.95% – 99.0%	10%
		Less than 99.0%	25%
Iron Cloud Object Storage (Single Site)	99.0%	Between 99.0% – 98.0%	10%
		Less than 98.0%	25%
Iron Cloud Deep Storage	99.0%	Between 99.0% – 98.0%	10%
		Less than 98.0%	25%
Iron Cloud Secure Offline Storage	99.9%	Between 99.9% – 99.0%	10%
		Less than 99.0%	25%
Iron Cloud Secure Offline Storage with Vault Lock	99.9%	Between 99.9% – 99.0%	10%
		Less than 99.0%	25%
Iron Cloud Data Protection Services Powered by Veeam®	99.99%	Between 99.99% – 99.0%	10%
		Less than 99.0%	25%
Iron Cloud Infrastructure Services	99.99%	Between 99.99% – 99.0%	10%
		Less than 99.0%	25%
Iron Cloud Critical Protection and Recovery	99.95%	Between 99.95% – 99.0%	25%
		Between 99.0%-97.0%	50%
		Less than 97.0%	100%
Iron Cloud Data Replication	99.5%	Between 99.5% – 98.5%	10%
		Less than 98.5%	25%

4. **Durability SLA for Iron Cloud Object Storage.** The Iron Cloud Object Storage (Geo Resilient) and Iron Cloud Object Storage (Single Site) technology platforms provides 99.99999999% of data durability indicating the level of data protection and integrity.
5. **Durability SLA for Iron Cloud Secure Offline Storage.** The Iron Cloud Secure Offline Storage and Iron Cloud Secure Offline Storage with Vault Lock technology platforms provides 99.99999999% of data durability indicating the level of data protection and integrity.
6. **Application of Service Credits.** Service Credits for failure to meet Service Commitments and Service Level Objectives apply only against future payments otherwise due from the Customer for the applicable Service. Service Credits will not entitle the Customer to any refund or other payment from Iron Mountain. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account.
7. **Sole and Exclusive Remedy.** Customer's sole and exclusive remedy for any Unavailability or failure to meet the SLA's or Service Level Objectives, is the receipt of a Service Credit (if eligible) in accordance with the terms of this document.
8. **Exclusions.** Downtime excludes any period of Unavailability or inoperability: (i) not reported in accordance with the terms of this document, and (ii) due to any of the following reasons:
  - 4.5.1. Force Majeure Events (as defined in the Iron Cloud Services Agreement).
  - 4.5.2. Iron Mountain is not responsible if the Customer's LAN, WAN, or Internet connection is not operational and a redundant telecommunication circuit is not available at the Customer location.
  - 4.5.3. Iron Mountain is not responsible for any downtime resulting from network or system modifications by Customer personnel not authorized by Iron Mountain.
  - 4.5.4. Iron Mountain is not responsible if the Customer's owned and managed application(s) is not operational and files cannot be retrieved through the Customer's application server. The application must be functional in order for files to be retrieved.
  - 4.5.5. Customers will receive 48 hours' notice of planned upgrades involving a service disruption. Planned upgrades that include a service suspension for less than 24 hours are not considered Downtime.
  - 4.5.6. Iron Mountain is not responsible for any Downtime resulting from misuse, operator error, inadequate environmental or air conditioning failure, viruses, power failure or supply of power outside of specification, and *Force Majeure Event* conditions.
  - 4.5.7. Notwithstanding the foregoing, Iron Mountain shall have the right, in the event of a security incident or disaster that impacts Internet security infrastructure or transmissions in a manner which may cause undue risk to the data or systems of Iron Mountain or its customers, to temporarily suspend Customer access to the Service. During any such suspension, Iron Mountain will use commercially reasonable efforts and best practice processes to ensure the integrity of Customer Data. Such suspensions will only be in effect during and no longer than a period equal to the time necessary to eliminate risk to the data or systems of Iron Mountain or its customers. Any such suspension will not constitute Downtime for purposes of this document.