



**SERVICE SPECIFIC TERMS AND CONDITIONS:
Iron Mountain® Iron Cloud™ Data Replication**

The Iron Mountain® Iron Cloud™ Data Replication Service is licensed for use by Customer under these Service Specific Terms and Conditions (“SSTC”) and the Framework Agreement for Managed Services (or Framework Amendment for Managed Services) between the Parties (“FAMS”). The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC.

1. Definitions.

“**Data Center**” means a data center or facility from which the Services are provided.

“**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.

“**Leased Appliance**” means any hardware device (including any agent, operating system and any other software preloaded or otherwise installed onto the hardware) leased by Iron Mountain to Customer as part of the Services, and described in the applicable Schedule.

“**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.

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

“**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.

2. Provision of Services.

2.1. Provision of Services. Subject to the terms and conditions set forth in this SSTC and the FAMS, Iron Mountain shall perform the Services and the Professional Services as further described in an applicable Schedule. Iron Mountain shall store Data in Data Centers located in the United States. Customer acknowledges that performance of transmission and/or retrieval of Data are a function of the bandwidth that Customer chooses to employ in connection with the Services.

2.2. License Grant for the Leased Appliance. If the Services include an Leased Appliance, as described on an applicable Schedule, Iron Mountain grants to Customer a non-exclusive, non-transferable license for the term of this SSTC to use the Leased Appliance in accordance with the Documentation and the terms of the FAMS. Iron Mountain or its Suppliers retain all right, title and interest to the Leased Appliance and related Documentation and reserve all rights not expressly granted to Customer. Effective upon Iron Mountain’s shipment of the Leased Appliance to Customer, Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the Leased Appliance, except for normal wear and tear. The Leased Appliance will remain the property of Iron Mountain or its Suppliers, will not become a fixture or realty, and Customer shall return the Leased Appliance to Iron Mountain within thirty (30) days following the expiration or termination of this SSTC.

2.3. Transmittal of Customer Data to Iron Mountain. Customer shall transmit Data to the Data Center through a secure network connection in accordance with the acceptable methods and requirements for Data transmittal set forth in the Schedule and this SSTC. Customer assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its Data prior to and during the transmission or transfer of its Data to Iron Mountain.

2.4. Suspension of Services by Iron Mountain. Iron Mountain may suspend, or limit Customer’s or any of its user’s use of the Services provided under this SSTC (including, without limitation, its transmission or retrieval of Data) immediately upon written notice to Customer, without liability, for the any one of following reasons: a) the Services are being used by Customer or any of its users in violation of any applicable federal, state, or local law, ordinance or regulation; b) the Services are being used by Customer or any of its users in an unauthorized manner; c) the Customer’s or any of its user’s use of the Services adversely affects Iron Mountain’s provision of services to other customers or poses a security risk to Iron Mountain’s systems; or d) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Services to Customer. During any such suspension, Customer shall remain responsible and liable for all fees due for the suspended Services. If any of the forgoing grounds for suspension continues more than thirty (30) days, Iron Mountain shall have the right to terminate the Services for cause and without an opportunity to cure by Customer.

2.5. Changes. Iron Mountain may change or modify the Services, including adding or removing features and functionality, at any time and will use commercially reasonable efforts to notify Customer of such changes, provided that in no event will any such changes materially and adversely affect Customer.

2.6. Access. Customer is solely responsible for obtaining and maintaining all equipment, computers, networks, and communications, including Internet access, required to access and utilize the Services and for all expenses related thereto. Iron Mountain is not responsible for any issues relating to such access. Customer agrees to maintain and update a nationally recognized anti-virus program within its respective computer systems that are used in connection with the Services.

3. Term and Termination.

3.1. Term. The term of this SSTC shall commence on the Effective Date of the initial Schedule executed under this SSTC and shall continue for so long as the applicable Schedule(s) are in effect (the “Term”).

3.2. Effect of Termination. Upon termination or expiration of this SSTC, Iron Mountain shall cease to provide the Services and Customer shall pay Iron Mountain all outstanding fees owed, provided however, if Data has not been fully removed from the Data Centers following expiration or termination of the Services, Iron Mountain shall continue to provide the Services on a monthly basis in accordance with the terms hereunder and Customer shall continue to pay the fees until Data has been fully removed from Iron Mountain’s Data Centers. Customer acknowledges that there are no refunds of pre-paid amounts. If requested, Iron Mountain shall provide Professional Services in accordance with the rates set forth in the applicable Schedule, in order to remove the Data in accordance with Customer’s instructions and as set forth in the Schedule.

4. Service Level Agreement (SLA)

4.1. Introduction. The purpose of this section is to establish the measurements used to manage performance expectations between Iron Mountain and Customer for the Iron Cloud Data Replication Service. Service Level Agreements (SLA’s) are measured and reported on a monthly basis, credit bearing and considered part of the Iron Cloud Data Replication Service

4.2. Availability SLA. Iron Mountain will use commercially reasonable efforts to make the Service subscribed to by Customer available with a Monthly Minimum Uptime Percentage (defined above) of at least 99.5% for the Iron Cloud Data Replication Service and 99% for the Iron Cloud Deep Storage Service during any monthly billing cycle (the “Service Commitment”).

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

Error Severity	Definition
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:

Severity Level	Response Time	Work Effort	Status Update(s)
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

4.4. Service Level Credits. In the event that Iron Mountains fails to meet the Service Commitment (defined above) during any month of the Term 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 as follows:

Iron Cloud Data Replication

Monthly Uptime Percentage	Service Credit Percentage
99.5 – 98.5%	10% of Applicable Monthly Charges
Under 98.5%	25% of Applicable Monthly Charges

Iron Cloud Deep Storage

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 98.0% but less than 99.0%	10% of current monthly charges
Less than 98.0%	25% of current monthly charges

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 above schedule.

In the event that Iron Mountains fails to meet the Service Level Objectives for Initial Target Response Times as set forth above in Section 4.3 during the Term, 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

Service Credits apply only against future payments otherwise due from the Customer for the 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. Customer’s sole and exclusive remedy for any Unavailability or failure to meet Service Level Objectives, is the receipt of a Service Credit (if eligible) in accordance with the terms of this SSTC.

4.5. **Exclusions.** Downtime excludes any period of Unavailability or inoperability: (i) not reported in accordance with the terms of this SSTC, and (ii) due to any of the following reasons:

- 4.5.1. Force Majeure Events (as defined in the FAMS).
- 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* 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 SSTC.