



**SERVICE SPECIFIC TERMS AND CONDITIONS:
IRON MOUNTAIN CLOUD SEEDING AND MIGRATION SERVICES**

The Iron Mountain® Cloud Seeding and Migration service is provided to Customer under this Service Specific Terms and Conditions (“SSTC”), in addition to the Iron Mountain Customer Agreement – IM5000 and the applicable Schedule (“Agreement”). Customer and Iron Mountain may be referred to individually as a “Party” or collectively as the “Parties.” The Parties acknowledge that the terms and conditions of this SSTC are expressly incorporated into and apply to the Agreement. Customer shall be bound by all terms and conditions set forth in the Agreement and this SSTC. All capitalized terms not defined herein shall have the meaning provided in the Agreement.

1. **Definitions.** In addition to the terms and conditions set forth in the Agreement, the following additional definitions shall apply to this SSTC.
 - (a) “Services” shall mean the services that are described in the Agreement and the applicable Schedule agreed and executed by the Parties.
 - (b) “Deposits” shall mean, in addition to the definitions set forth in the Agreement, all media, materials and Customer data sent to Iron Mountain and Handled (as defined below) pursuant to the Services.
2. **Additional Terms and Conditions.** In addition to the terms and conditions set forth in the Agreement, the following additional terms shall apply to the Services.
 - (a) Iron Mountain may provide updates, alter or introduce new features or functionality to the Services from time to time.
 - (b) Customer shall at all times comply with any additional Service-specific terms and conditions that are made available to Customer from time to time.
 - (c) Customer understands that the Services include technology and components owned and/or created by a party other than Iron Mountain (“Third Party Technology”). Such Third Party Technology may include open source software. Iron Mountain makes no representations or warranties in relation to Third Party Technology.
 - (d) For purposes of providing the Services, Customer understands that Customer Data may be accessed, processed, copied or stored by Iron Mountain (“Handled”), Google or a third party agent (“Third Party”) in the United States or any other country in which the party Handling the Customer Data is located or maintains facilities. Customer hereby consents to such Handling of Customer Data by Iron Mountain or a Third Party.
 - (e) Customer warrants that: (i) it is the owner or legal custodian of the Deposits; (ii) it has full authority and required consents to direct the Handling and disposition of the Deposits in accordance with this Agreement; (iii) that the Deposits do not include PHI, PII, PCI, any data subject to International Traffic in Arms Regulation (as defined in Section 10 of the Agreement) or sensitive government data, (iv) that the Deposits are not infected with any virus, Trojan horse, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would cause any software or hardware to become inoperable, unsecure or incapable of being used in the full manner for which it was designed and created; (v) that all Deposits are being provided for a lawful purpose, (vi) Iron Mountain’s processing of the Deposits shall not violate the rights of any third party, and (vii) that Customer shall at all times comply with all applicable federal, state, and local laws and regulations as well as laws and regulations of foreign jurisdictions. Customer shall indemnify, defend and hold harmless Iron Mountain for any damages or expenses incurred or that may be incurred by Iron Mountain (including reasonable legal fees) by reason of (i) Iron Mountain’s compliance with the instructions of Customer in the event of a dispute concerning the ownership, Handling or disposition of Deposits, (ii) any breach of the warranties included in this Section 2(e), or (iii) Iron Mountain’s performing the Services under this Agreement.
 - (f) Iron Mountain may, in its sole discretion, immediately suspend or terminate the Services if: (i) Customer is in breach of Section 2(e) above, or (ii) any emergency or security situation arises.
 - (g) Customer shall be responsible for securely shipping Deposits to Iron Mountain. Unless otherwise agreed in writing, Iron Mountain shall utilize a secure carrier to return the Deposits. Customer will provide instructions for the shipping destination. All shipping by Iron Mountain shall be reimbursed by Customer and shall be FOB Shipping Point.
 - (h) Customer agrees to participate in customer reference stories and/or customer success stories upon request and as agreed by the Parties.
 - (i) Upon termination of the Agreement, if Customer has not provided instructions for the return or destruction of Deposits within thirty (30) days of the date of termination, Iron Mountain may securely destroy all Deposits.