



**SERVICE SPECIFIC TERMS AND CONDITIONS:
IRON MOUNTAIN® CLOUD STORAGE FOR MEDICAL IMAGES**

The Iron Mountain® Cloud Storage for Medical Images service is provided to 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”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the FAMS and this SSTC. Capitalized terms used but not otherwise defined in this SSTC shall have the same meaning as set forth in the FAMS.

1. Definitions.

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

“**Equipment**” means any hardware device described in the applicable Schedule.

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. All Data Centers shall be owned, leased and/or managed by Iron Mountain. Iron Mountain will not store Data in any third party data centers. If Customer provides its own VPN devices, it shall be responsible for keeping them updated. Iron Mountain shall maintain reasonable safeguards commensurate with industry standards designed to protect Data. In the event of a security incident or disaster that impacts the Data Center, the security of Data or the data of other customers, Iron Mountain shall have the right to temporarily suspend Customer access to the Services. During any such suspension, Iron Mountain will use commercially reasonable efforts to ensure the integrity of Data. Such suspensions will only be in effect for so long as necessary to eliminate risk to Iron Mountain, Data, and the data of other customers in the Data Center.

2.2. Transmittal of Customer Data to Iron Mountain. Customer shall transmit or otherwise deliver Data electronically to Iron Mountain via VPN devices provided by either Iron Mountain or Customer. If Customer uses its own VPN devices, Customer shall be responsible for updating them from time to time. Authorization for Customer personnel who are given access to Data (“Authorized Users”) is handled entirely by Customer through Customer’s own internal systems administrative functions and Iron Mountain shall have no control over, or liability for, the unauthorized transmission, retrieval or deletion of Data. Customer is responsible for ensuring that only its Authorized Users are given access to the Iron Mountain storage network and such access shall only be used for the purpose of transmitting or retrieving Data.

2.3. Limitation on Customer Rights to Iron Mountain Equipment.

2.3.1. Iron Mountain will provide Customer with the Equipment listed in the applicable Schedule for the Service, which will remain the property of Iron Mountain. Customer agrees to install and use the Equipment in accordance with written instructions provided by Iron Mountain, and shall maintain the Equipment in the same condition as originally provided by Iron Mountain, except for normal wear and tear.

2.3.2. Customer assumes the entire risk of loss of the Equipment while it is in its possession. Customer shall insure the Equipment and use adequate safeguards to protect the Equipment from theft, loss, damage, or misuse and shall be liable to Iron Mountain for the full replacement value. Iron Mountain reserves the right to replace any of the Equipment for maintenance or other service related purposes. Customer shall obtain from its landlord (and/or any relevant entity) such agreement(s) as may be reasonably necessary to allow Iron Mountain the right to enter Customer’s premises and access and/or possess the Equipment in a timely manner.

2.3.3. In the event Customer fails to return the Equipment upon replacement for maintenance purposes or upon termination of the Service, Iron Mountain shall provide Customer with ten (10) business days’ advance notice of such failure and opportunity to cure, after which time Iron Mountain shall invoice Customer and Customer shall be obligated to pay Iron Mountain for the list price of such Equipment.

2.4. Suspension of Services by Iron Mountain. Iron Mountain may suspend, or limit Customer’s use of the Services provided under this SSTC immediately upon written notice to Customer, without liability, for the any one of following reasons: a) the Services are being used by Customer in violation of any applicable federal, state, or local law, ordinance or regulation; b) the Services are being used by Customer in an unauthorized manner; c) the use of the Services adversely

affects Iron Mountain's provision of services to other customers; or d) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Services to Customer.

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"). During the Term, Customer agrees to continue sending Data for archiving in the Iron Mountain Data Center(s) in the ordinary course of business. Iron Mountain agrees to provide storage to Customer on a pay as needed basis for the duration of the Term. In the event Customer stops sending Data, prior to the conclusion of Term, Customer agrees to pay Iron Mountain for: (i) Customer's then existing storage volume for the balance of the Term; and (ii) storage and/or ingestion fees for expected new Data, calculated as the average monthly volume of new Data transmitted since the Effective Date of this SSTC, excluding the migration of legacy data.

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.