



**SERVICE SPECIFIC TERMS AND CONDITIONS:  
IRON MOUNTAIN INFORMATION MAPS**

The Iron Mountain Information Maps Service is licensed for use by Customer under these Service Specific Terms and Conditions (the “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.

1. **Definitions.**

“**Software Service**” means the Iron Mountain Information Maps service and associated Documentation specified in the Schedule.

“**Subscription Level**” means the edition type of Iron Mountain Information Maps that the Customer has subscribed to. Information Maps is available in Bronze, Silver and Gold editions. From time to time, Iron Mountain may offer additional Subscription Levels at its sole discretion.

“**Subscription Period**” means the period during which Customer may use the Service, commencing with the start date and expiring on the end date specified in the applicable Schedule.

“**Term**” shall mean the term of this SSTC.

“**User**” shall mean the Customer and Affiliates’ employees and contractors who use the Software Service through User IDs issued in a manner contemplated by this SSTC.

2. **Term.** The Term shall commence on the Effective Date of the FAMS and continue until all outstanding Subscription Periods under Schedules for the Software Service expire or until this SSTC is terminated in accordance with the FAMS. Expiration or termination of one Schedule shall not affect any other Schedule, unless the SSTC as a whole is terminated pursuant to the FAMS.

3. **Subscription.**

3.1. **Subscription Procedure.** Customer will subscribe to the Software Service under one or more Schedules. The features of the Software Service and the terms and conditions applicable to that order are specified in the Schedule. In the event of any conflict between this SSTC and a Schedule, the SSTC shall control.

3.2. **Initial Service.** Customer will execute an initial Schedule concurrently, upon execution of this SSTC. Iron Mountain will provide the Software Service described in the initial Schedule to Customer for the Subscription Period specified therein according to such Schedule and this SSTC.

3.3. **Additional Service.** Additional Schedules may be entered into by the Parties to subscribe to additional or different features of the Software Service. Unless designated as replacing a specific outstanding Schedule, a new Schedule will be considered in addition to the currently outstanding Schedules.

4. **Maintenance.** Customer will receive the following maintenance of the Software Service during the Term:

4.1. **Maintenance Upgrades.** Iron Mountain shall provide Customer with bug-fixes, enhancements to existing functionality, and all new releases commensurate with its Subscription Level, as designated by Iron Mountain in its reasonable discretion, at no additional charge.

4.2. **Exceptions.** Maintenance does not include preparation of Data, configuration or customization of Software Service features needed to function in the Customer’s production environment.

5. **Fees & Payment.**

5.1. **Subscription Fees.** Customer shall pay an annual subscription fee as set forth in the applicable Schedule (“**Subscription Fee**”) for the Software Service. All other terms and conditions governing the payment of fees, including, without limitation, any late payment provisions, are set forth in the FAMS.

5.2. **Data Storage & Backup Fees.** The price of the Software Service includes online data storage and nightly data backups. All Data is backed up nightly to Amazon Web Services online storage. A rolling archive of Data is maintained for the past fourteen nightly backups, the past twelve monthly backups and all annual backups.

6. **Permitted Use.** Subject to the terms and conditions of this SSTC, Iron Mountain hereby grants to Customer and its Affiliates, and its and their respective employees and contractors (“**Customer Group**”) the right and permission to

access, use, execute, display and perform the Services, worldwide, for Customer Group's internal use only for the Subscription Period in accordance with the terms of this SSTC, the relevant Schedule and the FAMS. Further, Customer Group is granted the following usage rights as stated below for the Services described in the Schedule(s).

- 6.1. **Accessing User Accounts.** Iron Mountain will issue User IDs needed by Customer to access and use the policy manager Service features specified in the applicable Schedule during the Subscription Period. Customer will authorize access to and assign unique passwords and usernames to each other User. User logins are for designated Users and cannot be shared or used by more than one User. Customer will only access and use the Service through the User IDs issued by Iron Mountain or Customer. Users will not share User IDs with each other or with third parties. Iron Mountain may assume a person entering a User ID and password is, in fact, that user, unless otherwise advised by Customer. Iron Mountain may assume the latest email addresses and registration information on file with the Service are accurate and current.
- 6.2. **Data Preparation & Configuration.** Customer will use commercially reasonable efforts to ensure that: (i) Data is in proper format as specified by the Documentation; (ii) its Users are familiar with the use and operation of the Software Service; and (iii) no other software, data or equipment has been introduced by Customer. Iron Mountain will load the Data provided in the format specified and configure the Software Service as part of the Subscription Fee; any additional data preparation or manipulation required by the Iron Mountain to load Data will be billed at general service rates specified on the Schedule. Customer is responsible for updates to its internal processes as needed to operate the Software Service and any updates in Customer's computing environment.
- 6.3. **Evaluation Use.** In the event that Customer is provided with an evaluation license during a trial period (“**Trial Period**”) as set forth in an applicable Schedule, the Software Service being evaluated will include a fully functional “sandbox” where Customer may load test data and evaluate features of the Software Service before deciding whether to subscribe. Iron Mountain will issue Test IDs for this purpose. The testing account permits Customer to deploy the Software Service in a production environment for a period not to exceed thirty (30) calendar days, or such longer period as mutually agreed by the Parties and set forth in an applicable Schedule. Use of the evaluation Software Service beyond the Trial Period requires Customer to execute a Schedule, otherwise the testing account will be terminated and all Data deleted from the test area.
- 6.4. **User Count Subscription.**
  - 6.4.1. **Usage Rights.** Users may access and use the Software Service from any location through User IDs (issued by the Iron Mountain or Customer, as the case may be) up to the number of Users per User type specified on the Schedule. Customer is responsible for all activity occurring under its User IDs. Customer may request Iron Mountain to add/drop User IDs as reasonably needed to accommodate changes in Customer workforce. Customer is not entitled to a refund for any unused or unassigned User IDs.
  - 6.4.2. **Reservation of Rights.** Iron Mountain expressly reserves all rights in the Services not specifically granted to Customer. It is acknowledged that all rights, title and interest in the Services will remain with Iron Mountain (or third party suppliers, if applicable) and that the Software Service is licensed on a subscription basis and not “sold” to Customer. Customer Group expressly reserves all rights in the Data, except the limited right of Iron Mountain to use the Data for the sole purpose of providing the Service features for Customer Group's benefit and only during the Subscription Period. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization, compilation or derivative work thereof.
7. **User and Technical Documentation.** The Software Service includes online Documentation describing the operation of the Software Service under normal circumstances, which shall constitute Iron Mountain's Confidential Information, as defined in the FAMS.
8. **Service Commitment.** Iron Mountain shall use commercially reasonable efforts to (i) make the Services available to Customer with a monthly uptime of at least 95.5%; and (ii) promptly remedy any unscheduled downtime of the Services caused by Iron Mountain (the “**Service Commitment**”).
9. **Technical Support.**
  - 9.1. **Support Requests.** Support requests are triaged by an Iron Mountain representative assigned to the company support pool. Upon initial review, the support request is categorized and assigned to the appropriate support group. Legal requests will be assigned to the research support group, technical requests will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group.
  - 9.2. **Service Level Commitment of Support Services.**

- 9.2.1. **Online Support.** Iron Mountain will provide online Support Services via support website and email during Normal Hours of Operation (currently, 9:30am to 5:30pm Boston time, Monday through Friday, except for NYSE observed holidays). In order to receive such online support service, Customer must: (i) communicate the support request to Iron Mountain; and (ii) adequately describe and document the reported error.
- 9.2.2. **Off-hours Support.** Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide online support systems to allow Customer to initiate a new support request, 24 hours a day, 7 days a week. Customer must follow the same support request procedures set forth in Section 9.2.1.
- 9.2.3. **Severity Level.** The following severity levels shall be assigned in accordance with this Section 9 to support requests and Customer shall be able to view and comment on these using the online support website:
- 'Code Red'** means the reported error is having a material impact on Customer's ability to access the Software Service that cannot be worked around and that needs to be corrected as soon as reasonably possible.
- 'Code Orange'** means the reported error is having a material impact on Customer's ability to access the Software Service that can be worked around or deferred for only a limited period of time.
- 'Code Yellow'** means the reported error is degrading business operations in a way that delays or interferes with some non-critical business operations and can be worked around for a reasonable time.
- 'Code Green'** means the reported error is having a minor impact on business operations that can be worked around and a fix should be included in the next Service update.
- 9.3. **Response to Support Request.** Response time is calculated from the time that Iron Mountain logs-in a service request in proper form from the Customer's authorized contacts. Service requests received after Normal Hours of Operation will be logged at the beginning of the next business day on which Iron Mountain is normally open for business. Iron Mountain will use reasonable efforts to respond to Support Service requests based on their level of severity, as set forth below:

<b>Severity Level Response</b>	<b>Time Commitment</b>
Code Red	Within two (2) hours
Code Orange	Within six (6) hours
Code Yellow	Next Working Day
Code Green	Reasonable Time