



**SERVICE SPECIFIC TERMS AND CONDITIONS:  
IRON MOUNTAIN SERVER BACKUP, POWERED BY HP LIVEVAULT®**

The Iron Mountain Server Backup, Powered by HP LiveVault® 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”), 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.**

“**Agent**” means the software or virtual appliance (including any new releases, error corrections, or updates) that will enable Customer’s Data to be transmitted to and retrieved from Iron Mountain’s servers for the Services described in the applicable Schedule. The definition of “Services” as defined in the FAMS is modified to include the Agent.

“**Enhancement**” means a change or addition to the Software or Service, other than an Error Correction or a New Release, that (i) improves the function of; (ii) adds a new function to; or (iii) substantially enhances the performance of the Software or Service, provided that Enhancements shall not include any improvements or new functions, in any form, that have a value or utility separate from the use of the Software or Service and that may be priced and offered separately from the Software or Service.

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

“**Error Correction**” means a change to any Software or Service that allows such Software or Service to re-establish material conformity with the specifications for such Software or Service.

“**Licensed Software**” means Iron Mountain software products set forth in the applicable Schedule, together with all Enhancements, Error Correction, and/or Updates which are generally made available by Iron Mountain to Customer.

“**Module**” means a dependent software program that works with the Software and/or Service but provides separate and optional functionality, described herein, which Iron Mountain may offer to Customer for an additional charge as reflected in the applicable Schedule.

“**New Release**” shall mean any revision of the Software or Service, other than an Enhancement or an Error Correction, for which the version or revision number of such Software or Service is increased by a whole number.

“**Offering**” shall mean the Software, Services and related Equipment, Documentation, or Services from Iron Mountain.

“**Protected Server**” means any server designated by Customer under this SSTC as being assigned to the Service.

“**Shipment Date**” means the earliest calendar day in which Iron Mountain: (i) initially ships to Customer the Software, Equipment, and/or Documentation via a reputable overnight courier; (ii) allows Customer to access the Software and/or Documentation via a file transfer protocol (FTP) site; or (iii) actually installs the Software and provides the Documentation. Without limiting the warranties set forth herein, the Software, Equipment, and/or Documentation will be deemed accepted upon shipment.

“**Updates**” means a new maintenance release of the Software and/or Service that is not designated a New Release or Module.

**2. License.**

2.1. License Grant for Software. If Customer is licensing Licensed Software from Iron Mountain, as set forth on the applicable Schedule, Iron Mountain hereby grants to Customer a limited non-exclusive, non-transferable, perpetual license to: (i) install the Licensed Software in executable form in an aggregate amount equal to the number and type described in the applicable Schedule; (ii) use the Licensed Software only for Customer’s internal business needs; (iii) use the Documentation to support the use of the Licensed Software and Services; and (iv) make a commercially reasonable number of copies of the Licensed Software in executable form only, for non-productive backup purposes; provided, however, that Customer will reproduce and include all of Iron Mountain’s or its Supplier’s copyright notices and proprietary legends on each such copy. At no time will Customer sublicense, sell, rent, lease, transfer, distribute or otherwise commercially exploit or make the Licensed Software or Documentation available to any third party. Customer and all of its users for whom licenses are purchased hereunder shall be bound by and comply with this SSTC.

2.2. License Grant for Equipment. If Customer is licensing Equipment from Iron Mountain, as set forth on the applicable Schedule, Iron Mountain hereby grants to Customer a nonexclusive, non-transferable license for use only under the terms of the Agreement. Iron Mountain and/or its Suppliers retain all right, title and interest to Equipment and related

Documentation and reserve all rights not expressly granted to Customer. Effective upon Shipment Date, Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the Equipment, except for normal wear and tear. The Equipment shall remain the property of Iron Mountain or its Suppliers and will not become a fixture or realty and shall be returned to Iron Mountain within thirty (30) days following the expiration or termination of this SSTC.

### 3. **Term and Termination.**

3.1. **Term.** The term of this SSTC shall commence on the Effective Date of the FAMS and shall continue for so long as the applicable Schedule(s) are in effect, or until the FAMS, this SSTC, or Schedule 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.

3.2. **Termination or Suspension.** Iron Mountain may terminate, limit, or suspend Customer's license grant or Customer's use of the Offering without liability or prior written notice, based on Iron Mountain's reasonable belief that: (i) the Offering is being used in breach of Section 2 of the FAMS or this SSTC or otherwise in a potentially harmful or unlawful manner; (ii) the use of Offering adversely affects Iron Mountain's (or its Suppliers') equipment, security network infrastructure or its service to others; (iii) a court or other governmental authority having jurisdiction issues an order prohibiting Iron Mountain from furnishing the Offering to Customer; or (iv) with prior written notice in the event Customer fails to pay undisputed charges for the Offering after being given notice of non-payment; provided storage Fees will continue to accrue for Customer's Protected Data notwithstanding any suspension, and Customer will remain liable for all Fees. In the event the Offering is suspended, Iron Mountain will promptly notify Customer and will work with Customer to resolve such issues and re-instate the Offering.

### 4. **Support Services.**

4.1. **Provision of Support Services.** So long as Customer has not lapsed in the Fees for Services, Iron Mountain or its Suppliers shall provide Customer with the following:

4.1.1 **Error Correction.** Iron Mountain or its Suppliers shall use commercially reasonable efforts to correct verifiable and reproducible errors when properly reported to Iron Mountain. The error correction, when completed, may be provided in the form of a software patch or bypass around such error.

4.1.2 **Updates.** Iron Mountain or its Supplier shall make available to Customer a copy of each Update.

4.1.3 **Telephone Hotline Support.** Iron Mountain shall provide telephone assistance to Customer. Such assistance shall include without limitation support related to the Software and/or Support Services and how they perform with compatible hardware systems. ("Telephone Support") Telephone Support does not include assistance with the development of custom applications for Software or Support.

4.2. **Commencement of Support Services.** Support Services commence on the Effective Date; therefore, Support Services overlap the Warranty Period set forth in Section 5.1 below.

### 5. **Warranties.**

5.1. **Licensed Software Warranty.** Iron Mountain warrants to Customer that for a period of ninety (90) days from the earlier of: (i) Shipment Date; or (ii) from commencement of provision of Service ("Warranty Period"), the Software and Service will perform in all material respects with the technical specifications provided by Iron Mountain or its Supplier where the Software and Services are loaded onto or used in connection with suitably configured equipment and set up to process data in accordance with such technical specifications ("Limited Warranty"). Iron Mountain does not warrant that the Software and/or Service will be error-free in all circumstances. Customer will provide prompt written notice of any non-conformity. Customer's exclusive remedy and Iron Mountain's sole obligation with respect to a breach of this Limited Warranty will be for Iron Mountain or its Suppliers to use commercially reasonable efforts to repair or replace such Software and/or Service so as to make such Software and/or Service substantially conforming to the technical specifications. Iron Mountain will have no obligation with respect to any failure of the Software and/or Service to perform as warranted under this Section 5.1 if such failure results from Customer's: (a) improper use; or (b) unauthorized changes, repairs, or modifications to the Software and/or Service.

5.2. **Limitation and Disclaimer.** UNLESS EXPRESSLY SET FORTH HEREIN OR OTHERWISE SPECIFIED BY AN IRON MOUNTAIN SUPPLIER, IRON MOUNTAIN AND ITS SUPPLIERS PROVIDE ALL APPLIANCES, DOCUMENTATION, AND LICENSED SOFTWARE WITHOUT WARRANTIES OF ANY KIND. IRON MOUNTAIN DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE LICENSED SOFTWARE, OR THAT IRON MOUNTAIN OR ITS SUPPLIERS WILL CORRECT ALL DEFECTS. IRON MOUNTAIN MAKES NO WARRANTY THAT THE LICENSED SOFTWARE WILL RUN PROPERLY ON ALL HARDWARE, OR THAT THE LICENSED SOFTWARE WILL OPERATE IN THE COMBINATIONS SELECTED FOR USE BY CUSTOMER. THE WARRANTIES SET FORTH IN THE FAMS AND ABOVE IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE

WARRANTIES OF IRON MOUNTAIN UNDER THE AGREEMENT AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY IRON MOUNTAIN AND WAIVED BY CUSTOMER. THE WARRANTIES EXTEND ONLY TO CUSTOMER AND IRON MOUNTAIN WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIM OR DEMAND AGAINST CUSTOMER IN CONNECTION WITH THIS SECTION 5.