



**SERVICE SPECIFIC TERMS AND CONDITIONS:  
IRON MOUNTAIN POLICY CENTER STANDARD EDITION**

The Iron Mountain Policy Center Standard Edition 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.**

“**Content Partner**” shall mean an appropriately skilled attorney qualified in the applicable jurisdiction.

“**Data Set**” shall mean the jurisdictions, legal subject areas, record taxonomy and retention rules that comprise Iron Mountain’s retention schedule as a service as defined in a Schedule.

“**Data Set Subscription**” shall mean the Customer’s subscription to one or more Data Sets as specified in a Schedule, and as further described in Section 2.

“**Major Revisions**” are defined as changes in the Data Set as part of the Subscription that affect the retention period, trigger event, the scope of records affected, or the source object.

“**Minor Revisions**” are updates to the Data Set provided by Iron Mountain as part of the Subscription that do not qualify as Major Revisions.

“**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the Software Service is Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusions (defined herein).

“**Record Retention Rule**” shall mean a suggested period of time an object within a Data Set should be retained as defined in the Schedule.

“**Record Class Taxonomy**” shall mean a classification structure that represents one or more business operations within a Data Set as defined in a Schedule.

“**Service**” means, for the purposes of this SSTC, any of the Software Services, Data Set Subscription, Support Services and training described herein.

“**Service Credit**” is a dollar credit, calculated as set forth herein, that Iron Mountain may credit back to an eligible Customer.

“**Software Service**” means the Iron Mountain Policy Center Standard Edition service and associated Documentation specified in the Schedule.

“**Software Subscription Level**” means the edition type of the Software Service that the Customer has subscribed to as set forth in the Schedule.

“**Term**” shall have the meaning ascribed to such term in the Schedule.

“**Updates**” shall be defined as Minor Revisions and Major Revisions to the Data Set provided by Iron Mountain hereunder.

“**Unavailable**” and “**Unavailability**” means that Customer is not able to sign in to the Software Service system using valid user credentials, over a working Internet connection with a standard web browser.

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

## **2. Data Set Subscription**

2.1. Categorization of a Data Set Subscription. Iron Mountain will provide Customer with legal data and information related to Customer’s information and record retention requirements, limitation periods, and other items, as agreed by the Parties from time to time, in each case, as set forth in a Schedule. The legal data and information is intended to provide the Customer with information to inform decisions regarding recordkeeping requirements. The legal data and information provided by Iron Mountain as part of the Data Set Subscription does not constitute legal opinion and is not provided as part of the practice of law.

2.2. Scope of a Data Set Subscription. Iron Mountain will provide the data and information described above in Section 2.1 for the Data Sets set forth in the Schedule. Iron Mountain’s source type categorization tags and legal area taxonomy terms will be applied to the Data Sets provided to Customer. Iron Mountain will provide one Record Retention Rule suggestion for each node in the Record Class Taxonomy for each in-scope jurisdiction group set forth in the Schedule.

2.3. Source of Data. All Data Set Subscriptions and any Updates related thereto will be provided by Iron Mountain or a Content Partner designated by Iron Mountain, in its sole discretion. The legal information provided by Iron Mountain for each jurisdiction included in Customer’s Data Set Subscription shall be obtained from, or reviewed and approved by, appropriately skilled attorneys qualified in that jurisdiction, whether such attorneys are employees of Iron Mountain or a Content Partner designated by Iron Mountain. The Record Class Taxonomy and Record Retention Rules in the Data Set shall be obtained from, or reviewed and approved by, appropriately skilled resources qualified in the areas of business, whether such resources are employees of Iron Mountain or a Content Partner designated by Iron Mountain.

2.4. Timeline. Upon execution of the Schedule, Iron Mountain will endeavor to commence delivery of the Data Set Subscription that will include components as further defined in the Schedule.

2.5. Updates and Revisions. At least once per 360 day period and otherwise from time to time in its sole discretion, Iron Mountain will provide Customer with Updates to maintain currency of the information for the Data Set. In each case, Updates will be labeled by Iron Mountain as either Major Revisions or Minor Revisions as defined in this SSTC. In the event that Customer notifies Iron Mountain in writing, or Iron Mountain becomes aware of an error or omission in the content comprising the Data Set Subscription, Iron Mountain shall within a reasonable time period provide Customer with an Update correcting such error or omission and include any omitted content in the Data Set Subscription going forward. The obligations to provide Updates under this Section apply to the content of each Data Set, as updated from time to time in accordance with this Section 2.5.

2.6. Language. All information in the Data Set will be provided in US English. Legal text will be delivered in local language, as provided by Iron Mountain or its Content Partner. English translations will be provided on a best efforts basis, in Iron Mountain's sole discretion. .

### **3. Software Subscription.**

3.1. Subscription Procedure. Customer will subscribe to the Software Service under a Schedule. The features of the Software Service and the terms and conditions applicable to that order are specified in the Schedule.

3.2. Initial Service. Iron Mountain will provide the Software Service in combination with the Data Set Subscription described in the Schedule to Customer for the Term specified in such Schedule.

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 currently outstanding Schedules.

3.4. Software Maintenance Upgrades. During the Term, Customer shall receive bug-fixes, enhancements to existing functionality, and all new releases commensurate with their Software Subscription Level, as designated by the Iron Mountain in its reasonable discretion, and at no additional charge. Support Services do not include preparation of Data, configuration or customization of the Software Service.

3.5. Software User and Technical Documentation. The Service contains 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.

### **4. Pricing.**

4.1. Pricing. Pricing for the Service shall be as set forth in the Schedule.

4.2. Payment Policy. All invoicing terms shall be set forth in a Schedule. All other terms and conditions governing the payment of fees, including, without limitation, any late payment provisions, are set forth in the FAMS.

4.3. Data Storage & Backup Fees. The price of the Software Service includes online Data storage and nightly Data backups. A rolling archive of Data is maintained for the past fourteen nightly backups, the past twelve monthly backups and all annual backups.

**5. Terms of Use.** Subject to the terms and conditions of this SSTC, Iron Mountain agrees to and 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 and display the Service and the information and material provided to Customer in connection with the Data Sets for Customer Group's internal use only in accordance with the terms of this SSTC, the relevant Schedule and the FAMS. Internal use excludes the transfer (except to affiliates), sale or commercial use of the Data Sets. Failure to renew a Data Set Subscription shall not affect the Customer Group's right to access, use and display the previously provided information and material internally. This Section shall survive termination of the the Agreement and any applicable Schedule.

5.1. Accessing User Accounts. 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, as the case may be. 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.

5.4. *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). 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.

5.5. *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 and Data Set is licensed on a subscription basis and not “sold” to Customer. Iron Mountain expressly reserves all rights to the Data Set. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization, compilation or derivative work thereof.

## **6. Support Services.**

6.1. 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. Data Set Subscription requests will be assigned to the Data Set Subscription support group, technical requests pertaining to Software Service will be assigned to the engineering support group and Customer account requests will be assigned to the administration support group.

6.2. *Call-In Support.* Iron Mountain will provide call-in Support Services during Normal Hours of Operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). In order to receive such call-in support service, Customer must: (A) communicate the error to Iron Mountain using its designated contact persons; and (B) assign a severity level and adequately describe and document the reported error.

6.3. *Online Support.* Iron Mountain will provide online Support Services via support website and email during Normal Hours of Operation (currently 8:00 a.m. to 8:00 p.m., Monday through Friday, UTC/GMT). 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. At any time, Customer may check on an existing support request, view the name of the support group assigned to the request, the severity level and make additional follow on comments using the online support website.

6.4. *Off-hours Support.* Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide call-in Support Services and online support systems to allow Customer to initiate a new support request or check on an existing support request, 24 hours a day, 7 days a week. Customer must follow the same support request procedures set forth in Sections 6.2 and 6.3 above.

6.5. *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. Support 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.

## **7. Service Level Agreement for Software Service.**

7.1. Service Commitment. Iron Mountain shall use commercially reasonable efforts to make the Software Service available with a Monthly Uptime Percentage of at least 99.5% during each calendar month (the “Service Commitment”). In the event the Software Service does not meet the Service Commitment, Customer is eligible to receive a Service Credit as described below.

7.2. Service Credits. Service Credits are calculated as a percentage of the total charges paid by Customer, pro-rated for the month in which the Unavailable event of the Software Service occurred in accordance with the schedule below:

<b>Monthly Uptime Percentage</b>	<b>Service Credit Percentage</b>
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0%	30%

7.3. Credit Request and Payment Procedures. To receive a Service Credit, Customer or a User shall submit a claim by opening a case in the Software Service Help System. To be eligible, the credit request must be received by Iron Mountain by the end of the calendar month after which the incident occurred and must include: (i) the words “SLA Credit Request” in the subject line; (ii) the dates and times of each Unavailability incident that Customer or a User is claiming; and (iii) the request logs that document the errors and corroborate the claimed outage, with any confidential or sensitive information removed or redacted. If the Monthly Uptime Percentage of such request is confirmed by Iron Mountain and is less than the Service Commitment, Iron Mountain shall issue the Service Credit to Customer within thirty (30) days following the month in which the request is confirmed by Iron Mountain. Customer’s failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

7.4. SLA Exclusions. The Service Commitment does not apply to any Unavailability, suspension, termination or other performance issues of the Software Service: (i) caused by factors outside of Iron Mountain’s reasonable control, including any Internet access or related problems beyond the demarcation point of the Software Service hosted networks; (ii) that result from any negligent or malicious actions or inactions of Customer or its Users; (iii) that result from Customer’s or its Users’ equipment, software or other technology and/or third party equipment; (iv) that result from any maintenance as provided for pursuant to the Agreement; or (v) arising from suspension or termination of Customer’s right to use the Software Service in accordance with the Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, Iron Mountain may issue a Service Credit considering such factors.