



**SERVICE SPECIFIC TERMS AND CONDITIONS:  
IRON MOUNTAIN POLICY CENTER SOLUTION**

The Iron Mountain Policy Center Solution subscription 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 (“Agreement”), which is expressly incorporated into this SSTC. The Parties agree to be bound by the terms and conditions set forth in the Agreement and this SSTC as it relates to the Policy Center Solution subscription. Capitalized terms used but not otherwise defined in this SSTC shall have the same meaning as set forth in the Agreement.

## **1. Definitions.**

“**Customer Admin User**” shall mean the User account used by the Customer to authorize and maintain all other User IDs. The Customer will be responsible for managing User access to the Service through use of the Customer Admin User.

“**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).

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

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

“**Software Service**” means the Iron Mountain Policy Center Solution subscription service specified in the Order Form.

“**Subscription Level**” means the edition type of the Software Service that the Customer has subscribed to. The Software Service is available in Standard, Professional and Enterprise editions. From time to time, Iron Mountain may offer additional Subscription Levels or software modules 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.

“**Unavailable**” and “**Unavailability**” means that Customer is not able to sign in to the Software Service 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. Subscription.**

- 2.1. 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, this SSTC shall control.
- 2.2. 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.
- 2.3. Additional Service. Customer may execute additional Schedules 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. **Maintenance and Training.** Customer will receive the following maintenance and training Services during the term of the Schedule:
  - 3.1. Maintenance Upgrades. Customer shall receive bug-fixes and software enhancements to the Software Service, and all new releases commensurate with their Subscription Level, as designated by Iron Mountain at its own reasonable discretion, and at no additional charge to the Customer.
  - 3.2. Exceptions. Support Services do not include preparation of Data, configuration or customization of Software Service features needed to function in Customer's production environment.
4. **Fees & Payment.**
  - 4.1. Subscription Fees. Customer will 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 Agreement.
  - 4.2. Data Storage & Backup. 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. **Permitted 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, 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 Agreement. Further, Customer Group is granted the following usage rights as stated below for the Services described in the Schedule(s).
  - 5.1. Accessing User Accounts. Iron Mountain will issue User IDs needed by Customer to access and use the Policy Center Solution features specified in the applicable Schedule during the Subscription Period. Customer Admin User 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 Admin User, 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.
  - 5.2. 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 or Statement of Work. Customer is responsible for updates to its internal processes as needed to operate the Software Service and any updates in Customer's computing environment.
  - 5.3. 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 test area or "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.

5.4. User Count Subscription.

5.4.1. *Usage Rights.* Users may access and use the Software Service from any location through User IDs (issued by Iron Mountain or Customer Admin User, 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 is not entitled to a refund for any unused or unassigned User IDs.

5.4.2. *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.

6. **User and Technical Documentation.** The Service contains online Documentation describing the operation of the Software Service under normal circumstances.

7. **Support Services.** 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.

7.1. Service Level Commitment of Support Services.

7.1.1. *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 call-in support line; and (B) assign a Severity Level and adequately describe and document the reported error.

7.1.2. *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 via designated website form or email address; 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.

7.1.3. *Off-hours Support.* Although an Iron Mountain representative may not be available until Normal Hours of Operation, Iron Mountain will provide call-in Support 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 7.1.1 and 7.1.2.

7.1.4. *Severity Level.* The following severity levels shall be assigned in accordance with this Section 8 to support requests and Customer shall be able to view and comment on these using the online support website:

7.1.4.1. **'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.

- 7.1.4.2. **'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.
- 7.1.4.3. **'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.
- 7.1.4.4. **'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.

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

## 8. Service Level Agreement.

- 8.1. 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.

- 8.2. 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%

Iron Mountain will only apply Service Credits against future payments for the Software Service otherwise due from Customer. Iron Mountain may issue the Service Credit as a refund check made out to the party that originally purchased the Software Service. Iron Mountain's sole liability and Customer's exclusive remedy for any Unavailability is the receipt of a Service Credit (if eligible).

- 8.3. 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.

- 8.4. 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.