

## STANDARD CONTRACTUAL CLAUSES

<b>Iron Mountain Entity Name and Registered Address</b>	Iron Mountain Information Management, LLC with registered offices located at one Federal Street, Boston, MA 02110 (hereinafter referred to as “ <b>Iron Mountain</b> ” or “ <b>Data Importer</b> ”)
<b>Customer Entity Name and Registered Address</b>	(hereinafter referred to as “ <b>Customer</b> ” or “ <b>Data Exporter</b> ”)

These Standard Contractual Clauses include the Revised Standard Contractual Clauses and supplement all services agreements and the relevant data processing agreement (collectively, the “**Agreement**”) between Iron Mountain and its affiliates and the Customer and its affiliates to the extent that Iron Mountain processes Personal Data on behalf of the Customer in connection with its services and the Customer and its affiliates transfer such data under the 2010 EU Standard Contractual Clauses.

These Standard Contractual Clauses, including all its Parts and Annexes, supplements the Agreement as following:

**1. Interpretations.** All capitalized terms that are not expressly defined here have the meanings assigned to them in the Agreement. In the event of any conflict between these Standard Contractual Clauses and the Agreement, the provisions of these Standard Contractual Clauses shall prevail.

**2. Definitions:**

**2.1.** the “**2010 EU Standard Contractual Clauses**” means the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

**2.2.** the “**2021 EU Standard Contractual Clauses**” means the European Commission’s Decision of Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available [here](#)<sup>1</sup>.

**2.3.** the “**2022 UK Addendum**” means the international data transfers (Addendum) and a document setting out transitional provision, available [here](#)<sup>2</sup>, issued under Section 119A of the Data Protection Act 2018 and approved by the UK Parliament on the 21<sup>st</sup> March 2022.

<sup>1</sup> [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)

<sup>2</sup> <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>

**2.4.** the “**Revised Standard Contractual Clauses**” means collectively 2021 EU Standard Contractual Clauses and the 2022 UK Addendum.


**2.5.** “**Personal Data**” shall only mean the personal data relating to data subjects who are in the EU/EEA/UK/Switzerland and that is subject to the services under the Agreement.

**3.** Iron Mountain and the Customer wish to supplement the Agreement with these Standard Contractual Clauses to replace the 2010 EU Standard Contractual Clauses with the Revised Standard Contractual Clauses.

**4.** These Standard Contractual Clauses includes the following Parts: (i) Part A – Transfers of EU/EEA Personal Data; (ii) Part B – Transfers of Swiss Personal Data; (iii) Part C – Transfer of UK Personal Data, (iv) Annex 1 – Description of the Transfer; (v) Annex 2 – Technical and Organizational Measures; and (vi) Annex 3 – List of Sub-processors, which shall apply as relevant for the transfer of Customer Personal Data by Iron Mountain in connection with its services.

**5.** The Revised Standard Contractual Clauses shall apply to Iron Mountain and its affiliates as “data importers” and to the Customer and its affiliates as “data exporters”.

**6.** The signature to and dating of the Agreement shall constitute all required signatures and dates for the Revised Standard Contractual Clauses. These Standard Contractual Clauses may be executed by the Customer and Iron Mountain electronically or in writing, in its entirety and in counterparts.

<b>Iron Mountain</b>  Name: Julia Bonder-Le Berre  Title: Global Privacy Officer  Date: 8/18/2022  Signature:  <small>33C8959E68124F9</small>	<b>Customer:</b>  Name:  Title:  Date:  Signature:
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## PART A – TRANSFERS OF EU/EEA PERSONAL DATA

If and to the extent that the Customer or its affiliates transfer EU/EEA Personal Data (as defined below) outside the EEA to Iron Mountain or its affiliates in connection with Iron Mountain's services under the Agreement, this Part A and Annex 1, 2 and 3 apply, and the Parties agree as following:

- 1. Transfer controller to processor or processor to subprocessor.** The text from **MODULE TWO** of the 2021 EU Standard Contractual Clauses shall apply where the Customer or its affiliates is a Controller, and Iron Mountain or its affiliates is a Processor; and the text from **MODULE THREE** shall apply where the Customer or its affiliates is a Processor, and Iron Mountain or its affiliates is Sub-processor. The relevant provisions contained in the 2021 EU Standard Contractual Clauses (available [here](#)<sup>3</sup>) are incorporated by reference and are an integral part of these Standard Contractual Clauses. No other modules or any clauses marked as optional in the 2021 EU Standard Contractual Clauses shall apply.
- 2.** The 2021 EU Standard Contractual Clauses shall apply to (i) any transfers of Customer's EU/EEA Personal Data from the 27<sup>th</sup> September 2021 where such transfer originates from the EEA and is an international transfer which is restricted under Chapter V of the EU GDPR; and (ii) any transfer of Customer's EU/EEA Personal Data from 27<sup>th</sup> December 2022 where such transfer originates from the EEA and to which 2010 Standard Contractual Clauses applied prior to the 27<sup>th</sup> September 2021. "**EU/EEA Personal Data**" means personal data subject to the EU General Data Protection Regulation (2016/679) ("**EU GDPR**").
- 3. Use of sub-processors.** For the purposes of clause 9 (a) of the 2021 EU Standard Contractual Clauses, option 2 (General Written Authorization) to the use of sub-processors for the performance of the services shall apply. The Customer acknowledges and agrees that Iron Mountain may engage new sub-processors through the mechanism agreed in the Agreement and that the current Iron Mountain's list of sub-processors is available [here](#)<sup>4</sup>.
- 4.** The information required for the purposes of the Appendix to the 2021 EU Standard Contractual Clauses are set out in Annex 1 – Description of the Processing/Transfer, Annex 2 – Technical and Organizational Measures, and Annex 3 – List of Sub-processors.
- 5. Governing law and choice of forum.** For the purposes of clause 17 of the 2021 EU Standard Contractual Clauses, option 2 Governing law shall apply, and these clauses shall be governed by the law of the EU Member State in which the data exporter is established.
- 6. Certification of deletion.** For the purposes of clause 8.5 and 16(d) of the 2021 EU Standard Contractual Clauses, a certification of deletion of Personal Data shall be provided by Iron Mountain to the Customer only upon Customer's written request.

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<sup>3</sup> [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)

<sup>4</sup>

[https://www.google.com/url?q=https://www.ironmountain.com/-/media/files/Utility/Legal/EU-Personal-Data-Subprocessors-List.xlsx&sa=D&source=docs&ust=1658314614575982&usq=AOvVaw0wHrmKG5C\\_CPnRURdORglz](https://www.google.com/url?q=https://www.ironmountain.com/-/media/files/Utility/Legal/EU-Personal-Data-Subprocessors-List.xlsx&sa=D&source=docs&ust=1658314614575982&usq=AOvVaw0wHrmKG5C_CPnRURdORglz)

**7. Personal data breaches.** For the purposes of clause 8.6(c) of the 2021 EU Standard Contractual Clauses, personal data breaches shall be handled in accordance with the mechanism agreed in the Agreement.

**8. Audits.** For the purposes of clause 8.9 of the 2021 EU Standard Contractual Clauses, audits of these clauses shall be carried out in accordance with the audit mechanism agreed in the Agreement.

**9. Complaints.** For the purposes of clause 11 of the 2021 EU Standard Contractual Clauses, Iron Mountain shall inform the Customer if it receives a complaint from a Data Subject with respect to Personal Data and shall communicate the complaint to the Customer in accordance with the mechanism agreed in the Agreement.

## **PART B – TRANSFERS OF SWISS PERSONAL DATA**

If and to the extent that the Customer or its affiliates transfer Swiss Personal Data (as defined below) outside Switzerland to Iron Mountain or its affiliates in connection with Iron Mountain's services under the Agreement, this Part B and Annex 1, 2 and 3 apply, and the Parties agree as following:

**1. Transfer controller to processor or processor to subprocessor.** The 2021 EU Standard Contractual Clauses under Part A shall apply where the Customer or its affiliates is a Controller, and Iron Mountain or its affiliates is a Processor, and/or Customer or its affiliates is a Processor, and Iron Mountain or its affiliates is a Sub-processor, except that:

a. the competent supervisory authority under the clause 13 of the 2021 EU Standard Contractual Clauses shall be the Swiss Federal Data Protection and Information Commission;

b. the applicable law for contractual claims under clause 17 of the 2021 EU Standard Contractual Clauses shall be Swiss law and the place of jurisdiction for actions between the parties pursuant to clause 18 (b) shall be the Swiss courts.

**2.** Reference to the EU GDPR in the 2021 EU Standard Contractual Clauses are to be understood as references to the Swiss Federal Act on Data Protection of 19 June 1992 (as may be amended or replaced from time to time) ("**FADP**").

**3.** The 2021 EU Standard Contractual Clauses shall apply to (i) any transfers of Customer's Swiss Personal Data where such transfer originates from Switzerland and is subject to the FADP; and (ii) any transfer of Customer's Swiss Personal Data from 27<sup>th</sup> December 2022 where such transfer originates from Switzerland and to which 2010 Standard Contractual Clauses applied prior to the 27<sup>th</sup> September 2021. "**Swiss Personal Data**" means personal data subject to the FADP.

**4.** The term "member state" in the 2021 EU Standard Contractual Clauses shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with clause 18 (c) of the 2021 EU Standard Contractual Clauses.

## PART C – TRANSFERS OF UK PERSONAL DATA

If and to the extent that the Customer or its affiliates transfer UK Personal Data (as defined below) outside the UK to Iron Mountain or its affiliates in connection with Iron Mountain's services under the Agreement, this Part C and Annex 1, 2 and 3 apply, and the Parties agree as following:

**1. Transfer controller to processor or processor to subprocessor:** The 2021 EU Standard Contractual Clauses under Part A and the 2022 UK Addendum shall apply where the Customer or its affiliates is a Controller, and Iron Mountain or its affiliates is a Processor, and/or Customer or its affiliates is a Processor, and Iron Mountain or its affiliates is a Sub-processor.

**2.** The 2021 EU Standard Contractual Clauses and the 2022 UK Addendum shall apply to (i) any transfers of Customer's UK Personal Data where such transfer originates from the UK and is Restricted Transfer under the Retained Regulation (EU) 2016/679 as applicable as part of UK domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations 2019 (as may be amended from time to time) ("**UK GDPR**"); and (ii) any transfer of Customer's UK Personal Data from 21<sup>st</sup> September 2022 where such transfer originates from the UK and to which 2010 Standard Contractual Clauses applied prior to the 21<sup>st</sup> September 2022. "**UK Personal Data**" is personal data subject to the UK GDPR.

**3. Part 1: Table 1 - 3 of the UK Addendum:** Information about the Parties (Table 1); Selected SCCs, Modules and Selected Clauses (Table 2); and Appendix Information, including Annex 1A: List of Parties, Annex 1B: Description of Transfer and Annex 1C: Technical and organizational measures to ensure the security of data (Table 3), shall be considered completed by reference to the information provided in these Standard Contractual Clauses, including Part A and Annex 1, 2 and 3. **Table 4 of the UK Addendum:** Customer and Iron Mountain acknowledge and agree that the UK Addendum may be terminated by either Party.

**4. Part 2: Mandatory Clauses of the UK Addendum:** Customer and Iron Mountain acknowledge and agree to the Mandatory Clauses of the UK Addendum as available [here](#)<sup>5</sup>.

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<sup>5</sup> <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>

## ANNEX 1

### A. LIST OF PARTIES:

Data Exporter (i.e. Customer) and Data Importer (i.e. Supplier/Iron Mountain) as defined in the Agreement.

### B. DESCRIPTION OF TRANSFER:

#### Categories of data subjects whose personal data is transferred:

Personal Data processed by Iron Mountain for and on behalf of its Customer may relate to:

Past and present employees; past and present contractors or consultants; agency-supplied contractors or consultants and external secondees; job applicants and candidates; students and volunteers; individuals identified by employees or retirees as beneficiaries, spouse, domestic/civil partner, dependents and emergency contacts; retirees; past and present directors and officers; shareholders; bondholders; account holders; end-users/consumers (adults, children); patients (adults, children); by-passers (CCTV cameras); and website users.

#### Categories of personal data transferred:

Personal Data processed by Iron Mountain for and on behalf of its Customer is:

Any type of Personal Data provided by the Customer and held in Iron Mountain's or its Subprocessor's inventory management systems, including potential data relating to the Customer and/or the Customer's own clients, employees etc., and/or any type of Personal Data processed for purposes of digital imaging, electronic vaulting or digital archiving or other services of Iron Mountain.

#### Sensitive data transferred (if applicable):

Depending on Iron Mountain's services and the nature of the Customer's business, the Customer may submit sensitive data to Iron Mountain's systems, the extent of which is determined and controlled by the Customer in its sole discretion.

#### The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

The transfer takes place on a continuous basis.

#### Nature of the processing:

Collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### Purpose(s) of the data transfer and further processing:

Provision of services as defined in the Agreement.

**Data retention:**

The personal data will be retained by the Data Importer for the duration of the services offered to Customer.

**For transfers to (sub) processors, also specify subject matter, nature and duration of the processing:**

For the duration of the Agreement with Customers, Subprocessors provide among others Information Technology (IT) and consulting services, including global IT support, event reporting and management services.

**C. COMPETENT SUPERVISORY AUTHORITY**

The supervisory authority responsible for the supervision of the data processing activities of the Data Exporter.

**ANNEX 2**

**TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, the Data Importer shall implement technical and organizational measures to ensure the confidentiality, integrity, availability of the Personal Data and to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. Such technical and organizational measures are either described in the Agreement or contained in the Security Assurance Reference Guide of Iron Mountain that was provided to the Data Exporter earlier.

**ANNEX 3**

**LIST OF SUBPROCESSORS:** The current Iron Mountain's list of Subprocessors is available [here](#)<sup>6</sup>.

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[https://www.google.com/url?q=https://www.ironmountain.com/-/media/files/Utility/Legal/EU-Personal-Data-Subprocessors-List.xlsx&sa=D&source=docs&ust=1658314614575982&usg=AOvVaw0wHrmKG5C\\_CPnRURdORglz](https://www.google.com/url?q=https://www.ironmountain.com/-/media/files/Utility/Legal/EU-Personal-Data-Subprocessors-List.xlsx&sa=D&source=docs&ust=1658314614575982&usg=AOvVaw0wHrmKG5C_CPnRURdORglz)