

## **Exhibit D**

### **SDSC Project Storage**

This attached exhibit provides the scope of service, billing procedures, account expiration procedures, and other terms specific to the Project Storage portion of the SDSC ITSS Core Service Level Agreement.

#### **A. Term**

The term of this agreement is defined in Section 1 of the SDSC ITSS Core Service Level Agreement. This Exhibit may be cancelled separately per Section 4.4 of the SDSC ITSS Core Service Level Agreement.

#### **B. Scope of Service**

Service Provider hereby agrees to provide Customer the initial quantity of Project Storage services listed in Exhibit A.

- Customer may request to increase or decrease the scope of Project Storage services before the term of this agreement expires by emailing [support@sdsc.edu](mailto:support@sdsc.edu).
- Two copies of the data will be stored on separate physical systems within the SDSC La Jolla data center.
  - Project storage replication creates second copy of data once per day.
  - Daily replication schedule is set at the discretion of SDSC and may not be modified by Customer.
- Project Storage Hotel grants Customer access to an allocation of storage space on a Project Storage Hotel node, which is shared with other customers.
- Project Storage Condo grants Customer SDSC maintenance of a full Project Storage Condo node.
  - Customer must have purchased and retain ownership of the Project Storage Condo node hardware throughout the term of service. Hardware vendor must meet SDSC ITSS standards in order for SDSC ITSS to provide maintenance.
  - Maintenance includes monitoring, troubleshooting, and collaborating with hardware vendor to replace failed hard drives.

#### **C. Billing**

Initial cost estimate is attached in Exhibit A. Modifications to the quantity listed in Exhibit A will affect costs as defined in sections C.1 and C.2 below.

**C.1 Project Storage Hotel:** Storage is provisioned in 1 TB increments. Charges are calculated by the number of 1 TB units actively provisioned at the time of billing. Use is capped at the current 1 TB increment until additional storage is requested.

Example: if a single 1 TB allocation is provided, the user will be unable to use more than 1 TB until an additional 1 TB (or more) is provisioned. If user is provisioned 1 TB on January 1, then expands to 2 TB on January 10, then provisions another 1 TB on January 12, the user will be billed for three 1 TB increments (3 TB total) on January 15th.

**C.2 Project Storage Condo:** For a monthly maintenance recharge rate assessed per Condo node, SDSC will receive hardware shipments, stand up hardware, test hardware, put hardware in production, monitor production systems, and replace failed drives for up to maximum duration of hardware warranty. Adding additional Condo nodes will increase the monthly maintenance recharges proportional to the amount of Condo nodes added.

**C.3. Payment Information:** Customers have the ability to modify SDSC Cloud billing recharge and intercampus transfer information independent of this agreement. Please refer to Section 4.2 of the Core SDSC ITSS Service agreement for additional information.

**C.4. Rates:** SDSC reserves the right to review and adjust rates. SDSC will notify customer of any storage rate adjustments at least sixty days prior to the effective rate change date.

**D. Failure to Pay Fees:**

Failure to pay monthly recharges or invoices activates the SDSC ITSS Unpaid Account Policy, which is defined by the following guidelines:

- Customer will be notified when the most recent bill bounces.
- If a second consecutive bill bounces or 30 days after first notification, whichever comes first, Customer's account will become read only. Customer will not be able to add any new content to the account, or any group account to which Customer has access. Customer may only download Customer's data for 30 days.
- If a third consecutive bill bounces or 60 days after first notification, whichever comes first, Customer's account will be locked and Customer will be unable to log into the system via any mechanisms. Read and write privileges are removed.
- If a fourth consecutive bill bounces or 90 days after first notification, whichever comes first, Customer's account will be removed and all stored data will be deleted.

**NOTE:** *Customers are responsible for keeping a backup of their data outside of SDSC storage systems.*

**Customer agrees that any account that has been unpaid for 90 days is subject to immediate termination. SDSC will not be held liable for any data that has been deleted under this provision.**