

Exhibit K

SDSC High Security VM Services

This attached exhibit provides the service details, scope of work, account expiration procedures, and other terms specific to the SDSC VM Services portion of the Core SDSC ITSS Service agreement.

A. Term

Please refer to Section 1 of the Core SDSC ITSS Service agreement document for terms of this agreement. The entire agreement, or this portion of the agreement, may be terminated by Customer or SDSC according to termination of service terms as provided herein and per the core service agreement.

B. Scope of Work and Responsibilities:

SDSC will provide the following VM Services:

VM systems and specifications as described in Exhibit A. This system(s) will be hosted in SDSC's high security VM environment. Customer is responsible for all management aspects of systems in this environment.

The high security environment has the following attributes that may assist customers in meeting data regulation requirements:

- Physical environment and Security – The VM host systems and attached storage are located in a secured and locked rack within SDSC's Datacenter. The SDSC datacenter has 24x7x365 on site staff and biometric access control. VM hosts are attached to the datacenter's UPS and Generator backup power.
- Segregated Network Space - Each project, VM, or customer exists on a unique VLAN with public and/or private IP space as requested by the customer. Customer must provide SDSC with a written request to modify default firewall and IP rules.
- Dedicated Physical Firewalls – The High Security VM environment resides behind SRX3600 hardware firewalls. Customer must provide SDSC with a written request to modify default firewall and IP rules.
- VM infrastructure is hosted on segregated private IP space protected by 2-factor authentication and one-time passwords.
- Storage provided to high security VM systems is direct-attached SAN storage located within the secured datacenter. Storage is segregated by dedicated LUNs.

B.1 The labor provided by SDSC is limited to the following:

No additional labor is provided unless requested and listed in Exhibit A as Systems Management or Hourly Labor Services.

B.2 It is Customer's responsibility to determine whether Customer's environment within SDSC's VM Services meets all applicable laws and government regulations, including HIPAA and other data regulations, if applicable.

B.3 The High Security VM environment is an unmanaged environment and customer is responsible for all systems management. SDSC staff does not have log-in access to the systems. SDSC does not create or maintain accounts on systems in the high security environment and will not be able to log into the system for any reason. This includes patching. Patching and upkeep of the system are solely the responsibility of the customer and customer's designated staff.

B.4 The high security environment does not natively meet HIPAA, FERPA, FIPPS or any other data regulation requirements. Customer is responsible for ensuring that the system is secure and any PHI/PII and other regulated data is transferred, stored, and managed appropriately to meet data regulation requirements. SDSC cannot define these requirements for the customer.

B.5 SDSC and its staff are not responsible for the security of the data and are not liable in the event of a security breach, inappropriate data dispersion, or other event that releases PHI/PII and any other regulated data.

C. Cost

C.1. Cost Structure

Each base VM is configured with 1 CPU and 2 GB RAM. Customer may request additional CPU and RAM be added at the current rate per CPU or RAM unit. Deliverables for each VM are listed in section B of this agreement. Current requested VM specifications are listed in Exhibit A.

C.2. Failure to Pay Fees when due

Failure to make payment for SDSC-provided Services will result in Customer's account entering unpaid status; SDSC will attempt to contact Customer regarding the missed payment(s) by sending an email to the Customer's email account on file.

The following actions will be taken:

- After 30 Days of unpaid status: SDSC will discontinue labor and turn off any/all of Customer's VM(s).
- After 60 Days unpaid status: SDSC will delete Customer's VM(s). Customer's account will be removed and all data stored will be deleted. Customer agrees that any account that has been unpaid for 60 days is subject to immediate termination of Services and/or loss of data without constituting a breach under the Agreement, and SDSC will not be held liable for any data that has been deleted under this provision.

D. Termination of Service

D.1 Termination upon Request

Customer may terminate Service by providing notice 30 days in advance of desired termination date. Service will continue until the requested termination date falls, at which time SDSC will be released from responsibility for the data within Customer VM(s) and labor pertaining to the VM(s) as specified in this Agreement. Customer will be responsible for a prorated portion of the final month in which Termination Date falls. Customer will have until that date to retrieve any files from Customer VM(s). **Upon the termination date all data will be deleted from SDSC storage and will no longer be available to the Customer.**

D.2 Other Termination

If Customer violates any of the terms of this Agreement SDSC will immediately terminate Service and send notification to the Customer via the most recent email address provided to SDSC. SDSC may delete or destroy the Data in Customer's VM(s) thirty (30) days from the termination date without constituting a breach under the

Agreement. Customer must retrieve all Data from SDSC's Storage within this 30 day period.

E. Deliverables and cost:

See Exhibit A for deliverables and cost.