

Service Level Agreement (SLA)

(INSERT NODE NAME HERE)

Effective Date:

Service Provider	NODE NAME
Service Provider Type	INGESTION NODE ONLY/REPLICATION NODE ONLY/ INGESTION NODE AND REPLICATION NODE

Business Relationship Manager	INSERT NAME OF NODE CONTACT PERSON
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For Ingestion Node Services:

Deposit Agreement Date	Name of Depositor	Invoice Date
DATE	DEPOSITOR NAME	

SERVICE LEVEL AGREEMENT

This **SERVICE LEVEL AGREEMENT** (this “**Agreement**”) is entered into and made effective as of this ____ day of ____, 2016 (“**Effective Date**”), by and between the University Corporation for Advanced Internet Development d/b/a Internet2 (“**Internet2**”) on behalf of the Digital Preservation Network (“**DPN**”) and _____, a _____ located at _____ (“**Service Provider**”) (Internet2 and Service Provider each are referred to herein as a “**Party**,” and collectively “**Parties**”).

DPN is a federation of academy-based digital repositories for Ingesting, Replicating, preserving, and Restoring Content of Depositors; and comprises a network of Ingestion Nodes and Replication Nodes geographically distributed across the United States of America.

Internet2 is assisting DPN with facilitating certain of DPN’s duties; and

Service Provider is a member of DPN and desires to be an Ingestion Node and/or a Replication Node as set forth herein in the attached schedules and will provide related services (“**Services**”); and

The Parties desire to enter into this Agreement to enable Service Provider to serve as an Ingestion Node and/or Replication Node.

The Parties hereby agree to the following:

1. **DEFINITIONS.**

In addition to the other definitions contained in this Agreement, definitions of terms used in this Agreement are contained in Exhibit A.

2. **PAYMENT.**

Internet2 will pay Service Provider the fees specified in Exhibit B for the Ingestion Node Services and/or Replication Node Services as defined and contemplated in the Schedule(s) herein. All fees referred to in this Agreement and in any of its Exhibits are in United States dollars and do not include any duties, taxes or handling fees. Whenever imposed, all duties, taxes and handling fees are payable by Service Provider. Income or other taxes that are required to be paid or withheld by Service Provider, under the laws of jurisdictions other than the United States, in connection with the fees paid by Internet2 hereunder, are the sole obligation of Service Provider and shall be exclusive of the fees paid by Internet2 to Service Provider.

3. **TERM.**

This Agreement is effective upon the Effective Date and will continue in effect for five (5) years (the “**Initial Term**”); provided, however, this Agreement shall automatically renew for additional one (1) year terms (each a “**Renewal Term**,” the Initial Term and Renewal Term collectively referred to hereinafter as the “**Term**”) unless either Party gives the other written, non-renewal notice at least one (1) year prior to the end of the Initial Term or any Renewal Term.

4. **RESPONSIBILITIES AND REQUIREMENTS.**

(a) Responsibilities and requirements in support of this Agreement include the following:

(i) Upon receiving notice of Content requiring Replication from an Ingestion Node, DPN will facilitate the distribution of the Content to its Replication Nodes for purposes of maintaining the copies of the Content in backed-up, Dark Storage.

(ii) DPN will track deposits made into DPN by the Service Provider, including but not limited to: (a) checking the Content against a centrally held registry; and (b) maintaining an auditable record of actions taken on Content during transmission, Storage, maintenance and Restoration sufficient to demonstrate the provenance and authenticity of replicated Content.

(iii) DPN will assist Service Provider with capacity management based on Depositor forecasts; demand for replication services to be forecast one year in advance with quarterly review/updates.

(iv) DPN will report to each of Service Provider's Depositors regarding the Ingestion and Replication of each Depositor's Content and its accounts. Each year during the Term, DPN will report to the Depositor: (a) when the Depositor's Content was deposited; (b) where the Depositor's Content currently resides; and (c) when the Depositor's Content was last checked.

(v) DPN will specify and assist with identification, packaging, transmission, Fixity Checks, preservation strategies, Replication, and Restoration of Content as set forth in Exhibit C.

(vi) DPN will process any request from a Depositor requesting Restoration services and enter into a Restoration Service Agreement with such Depositor. In the event Service Provider receives a Restoration request from a Depositor, Service Provider will promptly forward such request to DPN. Upon receiving a request by DPN, Service Provider will provide Restoration services to a Depositor within a reasonable amount of time.

(vii) DPN will notify Service Provider within twenty-four (24) hours of discovery of any known breach of, or challenge to, the Network potentially affecting the Service Provider.

(viii) DPN will provide timely payment for Services rendered by Service Provider.

(ix) DPN will provide reasonable availability of DPN representative(s) when resolving a Service related incident or request.

(b) Service Provider agrees to the following responsibilities and requirements:

(i) Service Provider will employ generally accepted industry practices to protect its computer networks and the Network, restricted areas of services and any databases used in connection with this Agreement, and operate in a secure manner to protect the integrity of the processing, transport, and Storage of Content that it holds.

(ii) Service Provider will hire staff to support DPN service provided under this Agreement. DPN may reimburse Service Provider for expenses related to this Agreement as set forth in Exhibit B.

(iii) Service Provider will notify DPN within twenty-four (24) hours of any loss of connection to the Network expected to last more than forty-eight (48) hours or any failure of the connection to perform as expected for a high performance advanced network connection which failure lasts more than forty-eight (48) hours.

(iv) Service Provider will notify DPN within twenty-four (24) hours of discovery of any known or suspected breach of or challenge to the Network or any Network Service security, or any known or suspected unauthorized use of a Service Provider's facilities to access the Network.

(v) Service Provider will notify DPN promptly of any security breach that could result in the unauthorized access or disclosure of Content.

(vi) Service Provider will review and agree to collaboratively amend the technical specifications by DPN for identification, packaging, Replication, Fixity Checks, reporting, and Restoration. The technical specifications in its current form as of the Effective Date are provided in Exhibit C.

(vii) Except as provided in 5(b), Service Provider will not overwrite, replace, or update Content without written and confirmed consent from DPN.

5. **CONTENT OWNERSHIP, DELETION AND LICENSE.**

(a) **Ownership of Content.** Except as provided in the Deposit Agreement, neither DPN nor Service Provider make any claim to the ownership, copyright, or other intellectual property associated with Content Ingested into the Network.

(b) **Deletion of Content by DPN and Service Provider.** Service Provider may delete Content, or only the ability to find Content, during the Term of this Agreement only under the following circumstances:

- (i) DPN provides written consent to delete the Content or portions thereof;
- (ii) the Content violates any Applicable Law or this Agreement;
- (iii) Service Provider is compelled to do so by a court order;
- (iv) the Content is replaced with an uncorrupted copy of the Content from another Replication Node in the Network due to corruption, errors, or data loss;
- (v) the Content is replaced with an uncorrupted copy of the Content during data migration due to storage upgrades; or
- (vi) the Content is harming Service Provider's networks, operations, or hardware.

(c) **Testing.** Each Party understands and agrees that any Content used for testing purposes only (“**Test Content**”) will not be stored in the preservation environment and will be deleted upon completion of the designated test period. Test Content will be labeled “test.”

6. **LIMITATION OF LIABILITY.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, AGENTS OR CONTRACTORS (INCLUDING DPN), WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, NOT BE APPLICABLE TO A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

EXCEPT FOR SECTION 7 (INDEMNIFICATION) THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL EITHER PARTY'S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED ONE THOUSAND DOLLARS (\$1,000).

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, DPN AND INTERNET2 SHALL NOT BE LIABLE TO ANY THIRD PERSON, FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY INTERRUPTION OR TERMINATION OF PARTICIPATION, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), THAT WAS CAUSED BY SERVICE PROVIDER, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER SHALL NOT BE LIABLE TO ANY THIRD PERSON, FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY INTERRUPTION OR TERMINATION OF PARTICIPATION, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), THAT WAS CAUSED BY DPN OR INTERNET2, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, AUTHORIZED ORGANIZATIONS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR DPN, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS.

7. **INDEMNIFICATION.**

To the extent permitted by governing law, each Party agrees to indemnify, defend and hold harmless the other Party including their members, directors, officers, trustees, and employees (collectively referred to herein as “*Indemnitees*”) against and from any and all costs, expenses, damages, losses, liabilities, penalties, fines and claims (including but not limited to reasonable attorneys' fees and costs) incurred by the Indemnitees in connection with any third-party claim, action, demand, suit or proceeding under, arising out of, caused by, or relating to (i) any material breach of any representation, warranty, or covenant by a Party under this Agreement; or (ii) the willful misconduct of a Party or any agents or employees of that Party.

8. **WARRANTIES.**

(a) **Representations and Warranties.** Each Party represents and warrants to the other Party that (i) it has the right and power to enter into this Agreement; (ii) it has the rights necessary to allow for digital preservation of the Content of the Depositors; and (iii) it will maintain appropriate administrative, physical, and technical safeguards for protection of the security and integrity of the Network. Further, Service Providers that are Ingestion Nodes also represent and warrant that they have the right and power to deposit the Content of the Depositors into the Network and to perform its obligations hereunder;

(b) **Security.** Each Party warrants that it employs and will employ generally accepted industry practices to protect its computer networks, restricted areas and any databases used in connection with this Agreement. Service Provider will respond immediately to remedy any known security breaches that impact the Services. All accessible servers under this Agreement will reside behind secure firewalls. Service Provider will ensure an adequate patch management process is in place that ensures timely identification and implementation of security patches to the infrastructure of the Network. Service Provider shall notify DPN immediately of any known security breaches or holes that relate to or affect the Services.

(c) **Additional Service Provider Representations and Warranties.** In addition to the representations and warranties set forth above and notwithstanding anything to the contrary contained in this Agreement, Service Provider represents, warrants and covenants to DPN that: (i) it is an Equal Opportunity Employer; (ii) it has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; and (iii) no officer, director, partner or other managerial agent of Service Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof.

9. **PRESS RELEASE; MARKETING MATERIALS.**

(a) **Press Release.** Neither Party shall have the right to issue a press statement or press release regarding this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(b) **Marketing Materials.** Each Party shall have the right during the Term to identify the other Party in any marketing material and use the other Party’s trademarks or logo, including displaying such trademarks or logo (“*Marks*”) on its website, so long as the requesting Party has received prior written approval from the other Party. Title to and ownership of the Marks will remain with the owner of the Mark. If permission to use a Mark is granted to a Party by the other Party, use of the Mark will remain exactly in the form provided and in conformance with any trademark usage policies provided. The other Party will not form any combination marks with the Party’s Mark. The other Party will not take any action inconsistent with the Party’s ownership of the Marks and any benefits accruing from use of the Mark will automatically vest in the owner. Prior to using the Mark for any activity hereunder, each Party will obtain approval of the form of such use from the Mark’s owner. Each Party represents, warrants and covenants that its marks do not and will not infringe the intellectual property rights of any third party.

10. **TERMINATION.**

(a) **Material Breach or Default.** If either Party commits a material breach or default in the performance of such Party’s obligations under this Agreement, the aggrieved Party shall have the right to give the breaching or defaulting Party written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within thirty (30) days after the breaching or defaulting Party’s receipt of such notice (or such later date as may be specified in such

notice), the aggrieved non-breaching and non-defaulting Party, at its option, shall have the right to elect to terminate this Agreement on written notice to the other Party at any time thereafter while the breach or default remains uncured. In addition, Internet2 shall have the right to terminate this Agreement on thirty (30) days' notice to Service Provider in the event that Internet2 does not approve of any assignment made pursuant to Section 11(c).

(b) **Termination for Convenience.** Each Party shall have the right to terminate this Agreement in whole or in part, without cause and for its own convenience, by giving the other Party a written notice, specifying the date upon which such termination becomes effective. The termination date must be at least one (1) year from the date of the notice.

(c) **Effect of Termination.**

(i) Upon any termination of this Agreement for convenience by either Party, the terminating Party shall pay for any reasonable and necessary transfer fees and costs, including but not limited to Network egress fees, staffing, and other directly related costs arising from activities to transfer Deposit Agreements, as applicable, and any Depositor Content ingested and/or Replicated by Service Provider to another Service Provider ("**Transfer Costs**").

(ii) Upon termination by Service Provider pursuant to Section 10(a), Internet2 shall pay the Transfer Costs.

(iii) Upon termination by Internet2 and DPN pursuant to Section 10(a), Service Provider shall pay the Transfer Costs and shall refund to Internet2 on a pro-rated basis any prepaid fees for Services not yet provided.

(iv) Upon termination of this Agreement for any reason, Service Provider shall refund to Internet2 any prepaid infrastructure fees, depreciated on a five (5) year straight line basis

11. **GENERAL TERMS.**

(a) **Contractual Relationship.** The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture, agency relationship or partnership between the Parties or to impose any partnership liability upon any Party, and neither Party shall have the right or power to obligate or bind the other except as expressly provided in this Agreement.

(b) **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

(c) **Assignment.** Neither Party shall assign or otherwise transfer all or part of this Agreement or its rights or obligations hereunder without prior written approval from the other Party, which such approval shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 may, without any prior notice to or consent of Service Provider, assign or delegate, in whole or in part, its rights and duties under this Agreement to a subsidiary or another non-profit entity for the purpose of carrying out the intent and purpose of this Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

(d) **Entire Agreement; Amendment.** This Agreement, together with any other Exhibits or Schedules, which may hereafter be attached hereto in accordance with the terms of this Agreement, constitutes the entire agreement and understanding between the Parties and supersedes any and all prior agreements, communications, discussions, oral or written, between the Parties.

(e) **Severability.** If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect.

(f) **Dispute Resolution.** In the event of any dispute relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussions or through the use of a mediator.

(g) **No Drafting Presumption.** The Parties agree that the terms of this Agreement were mutually negotiated and shall not be construed either in favor or against either of them by virtue of a Party's involvement in preparing or reviewing this Agreement.

(h) **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, including, but not limited to, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence. This is conditional, however, provided that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

(i) **Good Faith.** The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

(j) **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original.

(k) **Compliance With Applicable Laws.** Each Party will comply with all Applicable Laws in connection with the subject matter of this Agreement and its performance under this Agreement.

(l) **Post-Termination Obligations.** Upon termination of this Agreement, any liabilities accrued before the effective date of the termination will survive.

(m) **Survival.** The provisions of this Agreement, which by their nature are continuing, shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement.

(n) **Contractors/Agents.** Each Party shall have the right to use independent contractors, subcontractors, or other non-employees (collectively "**Contractors/Agents**") to perform any of its obligations or to act on behalf of the Party. All actions of Party Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement.

(o) **Insurance.** Service Provider represents and warrants that it has, and will maintain, in force adequate worker's compensation, commercial general liability, error and omissions, and other forms of insurance sufficient to protect from the conduct, acts or omissions of Service Provider, its employees, or its Contractors/Agents.

(p) **Notices.** Unless otherwise provided for in this Agreement, any notice, communication, request or reply ("**Notice**") under this Agreement made by either Party to the other must be in writing and shall be effectively given if: (i) addressed to the Party to be notified and deposited in the United States Postal Service (USPS) using certified or registered mail, postage prepaid with return receipt requested, or shipped by a nationally recognized overnight courier service; (ii) delivered in person; or (iii) sent via email for such Party with a confirmation telephone call, provided, however, that any notice asserting a material breach or default or terminating the Agreement shall also be delivered in writing by overnight courier. Any notice mailed is effective three (3) days after it is deposited in a depository of the USPS or other overnight services, and any Notice delivered in person to a Party shall be effective when received. All notices shall be addressed as set forth below (or to such changes in address of which one Party notifies the other in accordance with the foregoing).

If to Service Provider:

If to Internet2: 1150 18th Street NW
Suite 900
Washington, DC 20036
Attn: Mary Molinaro
Chief Operating Officer and Service Manager, DPN
mary@dpn.org

With copy to: 1150 18th Street NW
Suite 900
Washington, DC 20036
Attn: John S. Morabito, Esq.
Vice President, External Relations and General Counsel

(q) **Third Party Beneficiaries.** Each Depositor shall be deemed a third-party beneficiary of this Agreement and shall have the right to enforce the terms of this Agreement against Service Provider..

[signature page follows]

ACCEPTED AND AGREED:

**UNIVERSITY CORPORATION FOR
ADVANCED INTERNET DEVELOPMENT:**

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

EXHIBIT A

Abbreviations and Definitions

In addition to the other definitions contained in this Agreement, the following terms will have the following meanings when used in this Agreement:

“Initial Expenses” has the meaning set forth in Exhibit B.

“Affiliate” means, with respect to any Person, any Person controlling, controlled by, or under common control with such Person. For purposes of this definition, the term **“control”** means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Applicable Law” means, with respect to any Person, matter, or thing, any current or future federal, state, or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any authority applicable to such Person, matter or thing.

“BagIt” means a hierarchical file-packaging format designed to support disk-based storage and network transfer of arbitrary Content that ensures the integrity of each preserved digital object for durability.

“Capacity” has the meaning set forth in Exhibit B.

“Content” means the documents, materials, and information deposited by a Depositor.

“Deposit Milestone” has the meaning set forth in Exhibit B.

“Depositor” means an institution or organization that contracts directly with the Service Provider or another DPN service provider to have its Content deposited into the Network.

“Expenses” has the meaning set forth in Exhibit B.

“Fee” has the meaning set forth in Exhibit B.

“Fixity Check” means the process of verifying that Content has not been changed or corrupted.

“Ingest,” “Ingestion,” or “Ingesting” means the process of bringing into the Network Content i) received from a Depositor; or ii) obtained by the Ingestion Node from the Depositor at the request of the Depositor.

“Ingestion Node” means the Service Provider, which may provide Ingestion services on behalf of DPN to the Depositor at the request of the Depositor. An Ingestion Node may also serve as a Replication Node (as provided under a separate schedule) on behalf of DPN.

“Ingestion Node Services” has the meaning set forth in the Ingestion Node Schedule.

“Network” means the Ingestion Nodes and Replication Nodes in DPN.

“Normal Business Hours” has the meaning set forth in the Ingestion Node Schedule.

“Person” means an individual, partnership, corporation, limited liability company, university, trust, decedent’s estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

“Replicate,” “Replication,” or “Replicating” means the process of reproducing Content received from a Depositor for maintaining within the Network.

“Replication Node” means the Service Provider which provides Content Replication, Storage, and Restoration services on behalf of DPN to the Depositor at the request of the Depositor

“Replicating Node Services” has the meaning set forth in the Replicating Node Schedule.

“Restore,” “Restoration,” or “Restoring” means the act of returning Content to the Depositor.

“Storage” or “Dark Storage” means the Content copies are inaccessible, except for preservation actions

“Termination Year” means the final year of the Agreement, ending on the date of termination.

“*UUID*” or “*Universal Unique Identifier*” is a 128-bit number used to uniquely identify some object or entity on the Internet.

EXHIBIT B

FEES

1. Fees and Expenses.

1.1 **Fees.** Internet2 shall pay Service Provider a quarterly fee (“**Fee**”) equivalent to \$___ per terabyte (TB) per month of Content stored pursuant to this Agreement, not to exceed \$__ per TB per year.

1.2 **Expenses.** Internet2 shall pay Service Provide for all reasonable and related expenses (“**Expenses**”) incurred in performing Services pursuant to this Agreement, provided they are approved in writing or by email, in advance, by Internet2 and upon receipt of the reimbursement request from Service Provider.

2. **Billing and Invoicing.** Service Provider shall provide Internet2 with quarterly invoices detailing the number of TBs stored by each Depositor per month during the invoiced quarter and the total number of TBs stored during the invoiced quarter. A TB stored for 15 days, a day being 24 consecutive hours, in a month shall be deemed stored for the entire month for purposes of invoicing. Service Provider shall include in the invoice any pre-approved Expenses as provided under Section 1.2 of this Exhibit B, above. Internet2 shall pay invoices within 30 business days of their submission to Internet2.

EXHIBIT C
DPN Technical Specifications

I. DPN IDENTIFICATION AND PACKAGING SPECIFICATIONS

Ingestion Node Service Provider:

1. Service Provider packages Depositor Content in a format compatible with the DPN architecture.
2. Service Provider ingests packaged Content by programmatic calls to the DPN software.

II. SPECIFICATIONS REGARDING TRANSMISSION, FIXITY CHECKS, PRESERVATION STRATEGIES AND RESTORATION OF CONTENT

A. Transmission

DPN Transfer/Syncing application

1. Service Provider makes Content available to other DPN Replication Nodes by programmatic calls to the DPN software.
2. Service Provider updates the DPN registry based on the status of the replication requests.

B. Fixity Checks

1. Service Provider accesses the Content objects via programmatic means and uses an agreed upon algorithm to verify the integrity of the Content copy.
2. Service Provider updates the DPN registry based on the status of the fixity operation.

C. Preservation Strategies

1. Service Provider maintains a preservation environment which implements the Open Archival Information System Reference Model (as defined by ISO 14721:2012).

D. Restoration

Service Provider recovers Content from DPN Nodes

1. Service Provider receives a request for Restoration from a DPN.
2. Service Provider retrieves the identified object from its storage and makes provisions to deliver, or make accessible, to the Depositor.

III. SECURITY OBLIGATIONS OF SERVICE PROVIDER

Specified in Section 8(c) of the Agreement.

INGESTION NODE SCHEDULE

This Schedule sets forth the additional terms and conditions under which the Service Provider will provide Ingestion Node Services (as defined below) pursuant to this Agreement.

1. SERVICE PROVIDER SERVICES, RESPONSIBILITIES, AND REQUIREMENTS.

(a) Service Provider hereby agrees to provide the services described below (the “*Ingestion Node Services*”):

(i) Service Provider will Ingest Content from Depositors according to the technical specifications provided in Exhibit C for purposes of preserving each Depositor’s Content in Dark Storage for twenty (20) years from the date the Depositor is invoiced. Service Provider may not Ingest any Depositor’s Content unless Depositor has entered into the Deposit Agreement with Internet2.

(ii) Service Provider will permit each Depositor to deposit its Content at any time between the effective date of the Depositor’s Deposit Agreement and the first anniversary date of such effective date.

(b) Service Provider will Ingest Depositors’ Content into the Network using DPN’s BagIt specifications.

2. SERVICE MANAGEMENT.

(a) **Support Availability.** Coverage parameters specific to the Ingestion Node Service(s) covered in this Agreement are as follows:

(i) **DPN Support for Service Provider.** DPN will provide telephone and email support to Service Provider between 9:00 a.m. and 6:00 p.m. (“*Normal Business Hours*”) Eastern Standard Time (EST).

(ii) **DPN Support for Depositors.** DPN will provide telephone support to Depositors within two (2) business days.

(iii) **Service Provider Support for DPN.** Service Provider will provide telephone and email support to DPN during Normal Business Hours in Service Provider’s local timezone.

(iv) **Service Provider Support for Depositors.** Service Provider will provide telephone support to Depositors within two (2) business days.

(b) **Support Requests.** In support of the Services outlined in this Agreement, the Service Provider will respond to Ingestion Node Service related incidents and/or requests for Restoration submitted by Depositors within the following time frames:

(i) Service Provider will acknowledge request within eight (8) hours during Normal Business Hours.

(ii) Service Provider will communicate with the Depositor about the Services Service Provider can provide to assist with Restoration.

(iii) Service Provider will provide to DPN, within ten (10) working days, a plan and timeline for Restoration of Content to be returned to Depositor.

[signature page follows]

ACCEPTED AND AGREED:

UNIVERSITY CORPORATION FOR ADVANCED INTERNET DEVELOPMENT:

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

[signature page to Ingestion Node Schedule]

REPLICATION NODE SCHEDULE

This Schedule sets forth the additional terms and conditions under which the Service Provider will provide Replication Node Services (as defined below) pursuant to this Agreement.

1. SERVICE PROVIDER SERVICES, RESPONSIBILITIES, AND REQUIREMENTS.

(a) Service Provider hereby agrees to provide the services described below (the “**Replication Node Services**”):

(i) Upon receiving notice from DPN of Content requiring Replication, Replication Node will make a copy of the Content to preserve in Dark Storage during the Term.

(ii) Service Provider will receive from Ingestion Nodes up to the number of terabytes of Content per year set forth in Exhibit B (“**Capacity**”) to preserve in Dark Storage during the Term;

(iii) Service Provider will accept additional Content from other Replication Nodes as requested by DPN, if such Content is within the agreed Capacity;

(b) Service Provider agrees to the following responsibilities and requirements:

(i) Service Provider will obtain DPN’s pre-approval regarding infrastructure purchasing costs and lead times necessary to bring new infrastructure online.

(ii) Service Provider will perform bit auditing and Fixity Checks on each copy of Depositors’ Content no less than once every twenty-four (24) months per Content copy and will use reasonable efforts to replace corruption, errors and data loss of any of the Content by requesting an uncorrupted copy from another Replication Node in the Network.

(iii) Service Provider will provide the Replication Node Services to the agreed Capacity on an annual basis, with quarterly updates to provide estimates on volume as set forth in Exhibit B.

2. TERMINATION.

(a) In addition to the termination provisions provided in Section 10 of the Agreement, Service Provider agrees to ensure a replacement copy of the Content is available on the Network before deleting any of the Content upon termination of the Agreement.

[signature page follows]

ACCEPTED AND AGREED:

UNIVERSITY CORPORATION FOR ADVANCED INTERNET DEVELOPMENT:

By: _____

Name: _____

Title: _____

SERVICE PROVIDER:

By: _____

Name: _____

Title: _____

[signature page to Replication Node Schedule]