

Service Level Agreement (SLA) (INSERT NODE NAME HERE)

Effective Date:

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

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

Deposit Agreement Date	Name of Depositor
DATE	DEPOSITOR NAME

This **SERVICE LEVEL AGREEMENT** (this "**Agreement**") is made effective as of this ____ day of ____, 2016 ("**Effective Date**") by and between the University Corporation for Advanced Internet Development (d/b/a, and hereinafter "**Internet2**") on behalf of the Digital Preservation Network (hereinafter, "**DPN**") and _____, a _____ located at _____ (hereinafter, "**Service Provider**") (Internet2 and Service Provider are each 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 Replicating Node as set forth herein in the attached Exhibits; and

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

For good and valuable consideration, the Parties covenant and 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 Replicating 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/OR REQUIREMENTS.**

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

(i) Upon receiving notice of Content requiring Replication, Replicating Nodes will make copies of the Content received from the Ingestion Node and distribute the Content to its Replicating 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: (i) checking the Content against a centrally held registry; and (ii) 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: (i) when the Depositor's Content was deposited; (ii) where the Depositor's Content currently resides; and (iii) 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 assist as set forth in Exhibit C.

(vi) 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 reviews and updates.

(vii) 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.

(viii) DPN will notify Service Provider of any known breach of, or challenge to, the Network potentially affecting the Service Provider.

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

(x) 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/or requirements:

(i) Service Provider will employ best 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, in consultation with DPN, hire staff to support DPN activities. DPN will reimburse Service Provider for the reasonable salaries actually paid to the staff hired to support DPN activities within a reasonable amount of time upon receipt of reimbursement request from Service Provider.

(iii) Service Provider will notify DPN within twenty-four (24) hours of any loss of connection to the Network lasting 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 forth-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 review and agree or 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.

(vi) 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; or
- (iii) Service Provider is compelled to do so by a court order.

(c) **Testing.** Each Party understands and agrees that any test Content used 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), 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, Service Provider agrees to indemnify, defend and hold harmless DPN, and Internet2, 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 Service Provider under this Agreement; or (ii) the negligence or willful misconduct of Service

Provider or any agents or employees of Service Provider. Notwithstanding Section 11(f), (Choice of Law/Dispute Resolution), this Section 7 (Indemnification) shall be construed and enforced in accordance with the laws of _____, without reference to its choice of law rules.

8. WARRANTIES.

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other 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 represent and warrant that it has the right and power to deposit the Content of the Depositors into the Network and to perform its obligations hereunder;

(b) **Viruses.** Service Provider will neither insert nor permit the insertion or introduction of any virus or other computer software routine intended to disable, damage, erase, disrupt or impair the Network (“*Viruses*”). In addition, Service Provider will take all commercially reasonable actions and precautions to prevent the introduction and proliferation of Viruses into the Network. Service Provider is not responsible for the unauthorized access to the Content or the unauthorized use of DPN unless the unauthorized access or use results from Service Provider’s failure to meet its security obligations stated in Exhibit C of this Agreement. Service Provider shall make every reasonable effort to (i) protect the availability, and integrity of Depositor’s Content; (ii) provide Depositors with an opportunity to review Service Provider’s security plan, operating documentation, and other relevant documentation upon request; (iii) notify Depositor in the event of a material change in Service Provider’s security plan; and (iv) notify Depositor promptly of any security breach that could result in the unauthorized access or disclosure of Depositor’s Content.

(c) Service Provider employs and will employ best 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. 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. DPN shall have the right to conduct vulnerability tests through a remote scan of the hosting site, through a vendor that is certified and approved by Service Provider upon prior notice to Service Provider. Service Provider shall notify DPN immediately of any known security breaches or holes.

(d) 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: (a) it is an Equal Opportunity Employer; (b) 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 (c) 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.** Upon any termination of this Agreement for convenience by either party or for material breach by Service Provider, Service Provider shall pay for any transfer fees and costs incurred by Service Provider, DPN, and Internet2 to transfer Deposit Agreements, as applicable, and any Depositor Content ingested and/or Replicated by Service Provider to another Service Provider ("**Transfer Costs**"). Service Provider shall refund to Internet2 the difference between the [[Fixed fees]] paid by Internet2 to Service Provider during the termination year and the Transfer Costs. Service Provider will also refund to Internet2 any prepaid infrastructure fees, depreciated on a five (5) year straight line basis, upon termination of this Agreement.

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 or partnership between the Parties or to impose any partnership liability upon any Party.

(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 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) **Choice of Law/Dispute Resolution.** This Agreement will be construed and enforced in accordance with the laws of New York, without reference to its choice of law rules. 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. In the event any dispute cannot be resolved

informally, the Parties agree that any legal action or proceeding arising out of or related to this Agreement must be brought in the courts of New York, New York. The Parties consent to the exclusive jurisdiction of New York, waiving any objection to the propriety or convenience of such venues.

(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 (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) 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 or its employees, agents and contractors.

(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:

(q) **Third Party Beneficiaries.** This agreement confers rights and remedies upon DPN as set forth in Sections 6 (Limitations of Liability) and 7 (Indemnification). No person, other than the Parties and DPN has any rights or remedies under this Agreement.

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:

“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.

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

“Contractors/Agents” has the meaning set forth in Section 11.

“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.

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

“Indemnitees” has the meaning set forth in Section 7.

“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 Replicating Node (as provided under a separate agreement) on behalf of DPN.

“Initial Term” has the meaning set forth in Section 3.

“Marks” has the meaning set forth in Section 9.

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

“Notices” has the meaning set forth in Section 11.

“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.

“Term” has the meaning set forth in Section 3.

“Renewal Term” has the meaning set forth in Section 3.

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

“Replicating 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

“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

“Transfer Costs” has the meaning set forth in Section 10(c).

“Viruses” has the meaning set forth in Section 8(b).

EXHIBIT B

FEES

INGESTION NODE FEES:

[COMPLETE THIS SECTION ONLY IF SERVICE PROVIDER IS PROVIDING INGESTION NODE SERVICES]

Internet2 agrees to pay Service Provider the following Fixed and Variable fees for the Ingestion Node Services (as defined and contemplated in the Ingestion Node Schedule), infrastructure, developer time and systems administration work as provided below:

(a) Description of Fixed Fees:

Yearly Fixed Fees	Price
Web Service Fee	

The yearly Fixed Fees shall be invoiced to Internet2 on the Effective Date of this Agreement. All subsequent yearly Fixed Fees shall be invoiced to Internet2 on the anniversary of the Effective Date until this Agreement has expired or terminated.

(b) Description of Variable Fees:

Variable Fee		Total Fee
<i>Number of Man Days Per Quarter</i>		
<i>Daily Rate</i>		
<i>Quantity of Digital Data Ingested Per Quarter</i>		
<i>Rate</i>		
	Total:	

The Variable Fees payable under this Agreement will be due and payable thirty (30) days after the end of each calendar quarter.

REPLICATING NODE FEES:

[COMPLETE THIS SECTION ONLY IF SERVICE PROVIDER IS PROVIDING REPLICATING NODE SERVICES]

Internet2 agrees to pay Service Provider the following Fixed and Variable fees for the Replicating Node Services (as defined and contemplated in the Replicating Node Schedule), infrastructure, developer time and systems administration work as provided below:

(c) Description of Fixed Fees:

Yearly Fixed Fees	Price
Web Service Fee	
Infrastructure	

The yearly Fixed Fees shall be invoiced to Internet2 on the Effective Date of this Agreement. All subsequent yearly Fixed Fees shall be invoiced to Internet2 on the anniversary of the Effective Date until this Agreement has expired or terminated.

(d) Description of Variable Fees:

Variable Fee		Total Fee
<i>Number of Man Days Per Quarter</i>		
<i>Daily Rate</i>		
<i>Quantity of Digital Data Ingested Per Quarter</i>		
<i>Rate</i>		
	Total:	

The Variable Fees payable under this Agreement will be due and payable thirty (30) days after the end of each calendar quarter.

EXHIBIT C

I. DPN IDENTIFICATION AND PACKAGING SPECIFICATIONS

Ingestion Node Service Provider:

1. Ingestion Node will enter into a Deposit Agreement with a Depositor for the ingestion of its Content into DPN.
2. Ingestion Node and Depositor will identify Content, or Ingest Content to be placed into DPN.
3. Ingestion Node wraps Servicer Provider AIP(s) using DPN Profiled BagIt bag, to include:
 - a. DPN GUID and Ingestion Node UUID
 - b. DPN BagIt includes DPN specific tag files
 - c. DPN Bag includes common check summing
 - d. DPN checksum used for audit of DPN objects
 - e. Descriptive metadata; Formats? Provenance? Rights?
4. Ingestion Node places DPN objects in transfer area.
5. Ingestion Node notifies transfer/syncing application that there are DPN objects to upload:
 - a. Notification is parameterized with transfer location;
 - b. Notification handshake contains DPN UUID or Ingestion Node UUID;
 - c. Protocol tracks and logs transfer process.

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

A. Transmission

DPN Transfer/Syncing application

1. Confirms transfer area exists and has valid DO(s) for transfer
 - a. Checks validity of DPN Bag and validates checksum(s)
 - b. DPN Bag version, format, etc.
 - c. Common checksum format (as specified by BagIt)
2. DPN Replicating Node pulls Content from transfer area, acknowledge Receipt
3. Ingestion Node updates local DPN Registry on acknowledgement of validated Transfer.
4. Transfer application notifies DPN nodes (replicating nodes)
 - a. Update Registry
 - b. Update Registry of non-copy nodes
5. Registry updated by each DPN Node
 - a. Transfer complete, checksum validated
 - b. DPN node(s) holding Content
6. DPN non-copy nodes have updated Registry
7. Clean up of transfer area

B. Fixity Checks

C. Preservation Strategies

D. Restoration

Service Provider recovers Content from DPN Nodes

1. DPN receives a request for Restoration from a Depositor and DPN notifies applicable Service Provider(s).
2. Service Provider notifies DPN that it needs Registry recovery.

3. Service Provider identifies DPN objects from Registry.
4. Service Provider notifies through transfer/syncing application that there are DPN objects to recover
 - a. Notification is parameterized with transfer location.
 - b. Notification handshake contains DPN UUID and Service Provider UUID from Registry, possibly digital signature.
5. Service Provider receives Content, validates DPN Content.
6. Service Provider moves from transfer area to Service Provider preservation area.
7. Service Provider validates Registry.
8. Service Provider delivers Content to Depositor.
9. Service Provider logs recovery event completion.

III. SECURITY OBLIGATIONS OF SERVICE PROVIDER

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 to Depositors the services described below (the “*Ingestion Node Services*”):

(i) Service Provider will Ingest Content from Depositors according to the technical flow chart provided in Exhibit B for purposes of preserving each Depositor’s Content in backed-up Dark Storage for twenty (20) years from the date the Depositor is invoiced. Before Ingesting Content of a Depositor, Service Provider must require Depositor to enter into the Deposit Agreement as set forth herein as Exhibit A-1. The Service Provider **[[may/shall]]** add an addendum to the Deposit Agreement for each Depositor setting forth the Service Provider’s reasonable service management levels.

(ii) Service Provider will permit each Depositor to deposit its Content at any time between the Effective Date and the first anniversary date of the Effective Date.

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

2. **SERVICE MANAGEMENT.**

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

(i) **Support for Service Provider.** DPN will provide telephone and email support to Service Provider between 7:00 a.m. and 8:00 p.m. Eastern Standard Time (EST), including National holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) (“*Normal Business Hours*”).

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

(b) **Service 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 a plan and timeline for Restoration of Content to be returned to Depositor within five (5) working days.

**EXHIBIT A-1 TO INGESTION NODE SCHEDULE
DEPOSIT AGREEMENT**

REPLICATING NODE SCHEDULE

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

1. SERVICE PROVIDER SERVICES, RESPONSIBILITIES, AND REQUIREMENTS.

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

(i) Service Provider will receive up to _____ terabytes of Content (“*Capacity*”) obtained or received by Ingestion Nodes and preserve the Content in backed-up, Dark Storage during the Term;

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

(b) Service Provider agrees to the following responsibilities and/or 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 Replicating Node in the Network.

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

2. TERMINATION.

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