# **Exhibit E SDSC Cloud Storage and Compute**

This attached Exhibit provides the scope of service, billing procedures, account expiration procedures, and other terms specific to the SDSC Cloud Storage and Compute 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

SDSC hereby agrees to provide Customer access to the following Cloud services:

- On-Demand SDSC Cloud Storage provided by the SDSC-managed OpenStack Cloud Storage service.
  - o Storage project scope is defined in Exhibit A of the SDSC ITSS Core Service Level Agreement.
  - Customer has the ability to manage storage objects and containers within the project per the project limits defined by SDSC System Administrators.
  - o Two copies of the data will immediately be stored on separate physical systems within the SDSC datacenter upon initial upload.
  - A third copy will be stored on a third physical system within the SDSC datacenter as soon as feasibly possible.
- On-Demand SDSC Cloud Compute provided by the SDSC-managed OpenStack Cloud Compute service.
  - o Compute project scope is defined in Exhibit A of the SDSC ITSS Core Service Level Agreement.
  - Customer has the ability to manage instances and persistent storage within the project per the project limits defined by SDSC System Administrators.

### C. Billing

Initial cost estimate is attached in Exhibit A. Unless otherwise stated, SDSC Cloud is "On-Demand." Customer will be billed for actual usage after considering any minimum usage charges.

**C.1. Usage Tracking:** Cloud usage data is polled and recorded hourly. Cloud Storage usage is averaged on a monthly basis. Cloud Compute usage is summed on a monthly basis. Monthly billing period length may vary depending on the number of days in the given month.

Storage example: if Customer uploads an initial 500 GB of storage on January 1st 12:00 AM PST and adds 250 GB on January 10th 12:00 AM PST for a total of 750 GB, Customer will be billed for the average usage of 677.42 GB for the January billing period. This scenario is for illustration purposes only and does not reflect minimum billing quantities or billing period length.

Compute example: if Customer creates an m1.medium instance on January 1<sup>st</sup> 12:00 AM PST and shuts it down on January 11<sup>th</sup> 12:00 AM PST, Customer will be billed for summed usage of 240 hours of the m1.medium instance for the January billing period. This scenario is for illustration purposes only and does not reflect minimum billing quantities or billing period length.

**C.2. 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.3. 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

Failure to pay monthly recharges or invoices activates the SDSC Cloud 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 will be notified again. Some Cloud Compute functions may be disabled.
- If a third consecutive bill bounces or 60 days after first notification, whichever comes first, customer will be notified again. Cloud Storage access will be removed. More Cloud Compute functions may be disabled.
- If a fourth consecutive bill bounces or 90 days after first notification, whichever comes first, the customer will be notified, the project will be deleted, any data in the project will be wiped, and any active instances will be destroyed.

NOTE: Customers are responsible for keeping backups of their data outside of SDSC 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.