SNIA
Storage Networking Industry Association

500 Sansome Street, Suite 504
San Francisco, CA 94111

December 15, 2006

Dear Dan:

The Storage Networking Industry Association (SNIA) is pleased to enter into the Service Level Agreement (SLA) described herein with Regis University ("Regis"). The innovative Regis University MSCIT program, targeted at providing graduate degreed programs in storage technologies on a geographically distributed basis, is consistent with and supportive of the SNIA mission and vision. Regis’ MSCIT program has received a HDS SAN by way of a CIT (Colorado Institute of Technology) grant. CIT’s intent in awarding the grant was to acknowledge Regis’ MSCIT program’s existing contribution to technology education in Colorado and expand its already successful Academic Research Network and Virtual Lab program for its students. Regis’ MSCIT program currently provides graduate masters degrees in systems engineering, software engineering, database administration and executive information systems to over 800 enrolled worldwide students. The location of the SAN at SNIA Tech Center is a logical choice because of existing infrastructure and the potential benefit of an enterprise storage device to both programs. This SLA will provide a framework for SNIA and the Regis MSCIT program to use the equipment with a clear understanding of each party’s responsibilities.

The purpose of this service level agreement is to recognize these synergies and build a strong program to take action.

This SLA will commence upon signing, and expire one year from the commencement date. No less than ninety (90) days prior to the expiration of this agreement, the parties agree to meet for the purpose of extending this agreement. In the event an extension is not agreed upon, Regis shall have ninety (90) days after the expiration of the agreement to relocate its equipment. Notwithstanding the above, in the event Regis does not receive the equipment under the grant as contemplated this agreement will be of no force or effect, and the parties will have no rights or obligations as to each other with respect to it.

Service Level Agreement:

SNIA:
The SNIA will:

1. Place and host equipment for the Regis MSCIT program at the SNIA Technology Center in Colorado Springs, CO.
2. Utilize that equipment for the SNIA Technology Center Institute (TCI) education program. As the TCI program is developed, usage parameters will be communicated and agreed-on with Regis.
3. Provide physical access to that equipment for maintenance purposes by equipment vendor or Regis personnel Monday-Friday, 7:00 AM to 6:00 PM (additional access hours are available upon request).
4. Provide high bandwidth external networking connectivity to Regis equipment on a 7 day by 24 hour basis, with firewall, for Regis.
   a. Bandwidth made available to Regis shall be limited to 50% of a T1 (500 Kb/Sec).
   b. Security policies regarding remote access to the equipment (i.e. VPN requirements, etc.) shall be established and maintained by the SNIA, with input and approval from Regis.

5. Provide technical support for setup of systems, networking, and power from SNIA Technology Center resident engineer. Limited "Hands on support" for remote issues will be supported, resources permitting.

6. Provide power connectivity and pay equipment power costs.

7. Provide in-house shipping/receiving support for equipment shipped-to and from the Technology Center. Provide physical receipt for all equipment and move it to the Technology Center labs. Store packaging materials for the duration of the program period. Physical move the "repackaged" equipment from the Technology Center to the building loading dock (for outbound shipments).

8. With Regis prepare, review and approval a joint press release for simultaneous release announcing the arrangement between Regis and SNIA

9. Provide space on SNIA website for the display of the Regis logo

10. With the approval of Regis, provide the SNIA/Regis program description in SNIA marketing and promotional materials.

11. Provide Regis a point of contact for technical and administrative information.

12. Provide insurance for the equipment and hold Regis harmless from any and all loss incurred by it related to the equipment while it is at SNIA’s Technology Center

The SNIA will NOT:

1. Utilize the Regis equipment for any uses beyond the Technology Center Institute education program, without the prior express written consent of Regis.

2. Provide any network or equipment “uptime” or access guarantees to Regis or Regis students. The equipment and network access are made available on a SNIA “best efforts” basis.

3. Pay the cost of any required physical modifications that are not described above.

4. Assume any liability or provide insurance for the equipment while it is being shipped to or from the Technology Center.

5. Provide internet connectivity beyond what is described above.

6. Pay actual shipping fee’s for equipment shipped-to and/or shipped-from the Technology Center.

Regis will:

1. Send the previously described equipment for the Regis MSCIT program to the SNIA Technology Center in Colorado Springs, CO. Regis shall pay inbound and outbound shipping fees for all equipment.

2. Purchase or provide installation, maintenance, and software update services on the equipment.

3. Assist in the management of the Regis-utilized external bandwidth usage to the agreed limit (50% of a T1, 1.5 MB/Sec). If increased bandwidth is desired or required, Regis will pay for the increased bandwidth.

4. Participate with the SNIA in defining, setting, communicating and enforcing security policies regarding remote access to the equipment.

5. Arrange in advance student/intern access to the Technology Center for equipment maintenance purposes.

6. With SNIA prepare, review and approve a joint press release for simultaneous announcement of the arrangement between Regis and SNIA
7. Provide space on Regis’ website for the display of the SNIA logo.
8. Provide SNIA a point of contact for technical and administrative information
9. Provide the SNIA/Regis program description in SNIA marketing and promotional materials.

Regis will NOT:
1. Enable equipment access to any audience beyond Regis students, researchers, or faculty unless pre-approved by SNIA.

The SNIA is pleased to enter into this agreement with Regis University to manage equipment for use jointly in storage education programs and initiatives.

Signed:

Regis University

__________________________________________________________
Dan Likarish
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Signed: __________________________
Date: __________________________

Storage Networking Industry Association

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Signed: __________________________
Date: __________________________

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