Washington State Department of
Information Services

COMPUTER SERVICE DIVISION
SERVICE LEVEL AGREEMENT

Live Communications Service	Washington's Lottery

DIS Service Level Agreement Number **2010-001**
DIS Customer Service Agreement Number **1160-0**

Washington's Lottery
814 E 4th Ave
Olympia, WA 98506

1. **Purpose**
   This Service Level Agreement Number (SLA) Number 2010-001 is executed by the Department of Information Services (DIS), Computer Services Division (CSD) and Washington's Lottery (Customer) pursuant to the terms and conditions of Customer Service Agreement Number (CSA) 1160-0. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA. This SLA sets forth the obligations of the parties with respect to DIS' provision of Live Communications Server (LCS) services to Customer.

2. **Term and Termination**
   The term of this SLA is effective upon the date of execution by both parties. Either party may terminate this agreement with ninety (90) days written notification to the other party, unless defined otherwise in an attached Service Schedule.

3. **Service Description**
   3.1. The Department of Information Services offers LCS access to agencies that are part of the Statewide Enterprise Active Directory. This service provides agencies with access to shared LCS services without having to purchase and maintain their own.

   3.2. The Enterprise Live Communications Server is located in the secured state "root Exchange" domain (WAX) hosted by DIS. Administrative access will be managed consistent with practices followed for the Full Exchange Administrator and Enterprise Administrator roles on the Enterprise Active Directory and Exchange Enterprise root domains.

4. **Scheduled Maintenance**
   A weekly maintenance window for this service is established for <u>Saturday 8:00 a.m. to Sunday 6:00 p.m.</u>. This maintenance window will only be used when necessary (hardware and software upgrades, software patches, faulty hardware replacement, application changes, etc.). DIS will notify the Customer in advance of any scheduled maintenance that will affect Customer in accordance with the DIS Problem and Change Management policy http://change.dis.wa.gov/.

5. **Availability Management**
   The system(s) defined in this Service Level Agreement will be available 24 hours a day 7 days a week with the exception of scheduled maintenance as defined in this Service Level Agreement. DIS provides the following hours of support:

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Operations Support on-site 24 hours a day 7 days a week including weekends and holidays
Technical Support on-site Monday through Friday 8 am to 5 pm

5.1. DIS staff pro-actively monitor availability of managed systems using:
    5.1.1.   Tools that automate testing the services provided by each system and generate alerts and reports on failures.
    5.1.2.   Tools that provide central reporting on the status of server hardware.
    5.1.3.   Application and system event logs providing date, time and name of process monitored
    5.1.4.Tools that identify hardware failure and pre-failure conditions
    5.1.5.   Software that measures the availability and responsiveness of servers, applications and databases

6. Change Management
6.1. All changes to DIS Data Center computing and network environments are managed to promote or provide stability and minimize the impact of the changes to its customers. All changes to the DIS computing and network environments are implemented in accordance with DIS Information Technology Service Management Operations Manual (DIS ITSM Operations Manual)
6.2. In the case of changes to software on the LCS Server that would require the customer to purchase additional user software licenses (such as client access licenses) or perform device operating system upgrades, customers will be given notice prior to the change.

7. Problem Management
DIS provides automated event-driven problem management enabled by:

7.1. Timely Customer notification of identified events that may have an adverse affect on service delivery.

7.2. Timely Customer notification of failed processes. (See Information Technology Service Management Operations Manual http://dccm.dis.wa.gov/default.asp).

7.3. Establishing and maintaining processes that ensure efficient Customer problem resolution.

7.4. The DIS Service Desk is the single point of contact for Customer problem reporting, escalation and notification. All Customer communications regarding this service should be directed to the DIS service desk.

8. Security Management
8.1. DIS provides a security system infrastructure that protects its Customers from unauthorized external access to or broadcast on the Internet of the customer's intellectual property, proprietary and confidential data.
8.2. DIS policy allows physical access to the Data Center by DIS authorized personnel only.
8.3. DIS will secure the platform against known security risks. Any observed security breaches or suspicious activity will be reported to the Customer.
8.4. DIS and the Customer will cooperate in efforts to maintain platform and network security including patch management.
8.5. Messages are not scanned for viruses on the Live Communication Service server.

9. Physical Environment Management
9.1. Physical access to data center is restricted and electronically monitored
9.2. Rack mounted computer systems
9.3. Environmental controls and monitoring of Data Center physical environment
9.4. Fire detection and suppression systems
9.5. Conditioned power
9.6. Un-interruptible power supply

9.7. Raised floor

10. Restoration Management
10.1. Message sent via LCS are automatically retained at DIS for thirty (30) days in a log file. During that thirty (30) day period the DIS administrator can utilize an LCS archive reporting tool that can retrieve sessions between users.
10.2. This service provides system backups for the LCS Server and the SQL database that contains the device configuration files. It does not provide for the backup of the data other than restoration of service in the event of a disaster.
10.3. DIS is responsible for restoring the system from the last backup in the event system restoration is needed.

11. Business Continuity and Disaster Recovery
11.1. Business Continuity (BC) is an overarching plan developed to provide continuation of the Agency's business function in the event of an interruption to the normal conditions of operation. This involves planning for facilities, resources and other infrastructure.

11.1.1. DIS' facility (see section 11, Physical Environment Management) mitigates a number of potential threats to BC in place for the threats of power loss, fire, unauthorized access, and component failure.

11.2. Disaster Recovery (DR) is a plan to recover a specific part of the business after an outage caused by an interruption to the normal conditions of operation. This involves planning to operate the specific part of the business at an alternate location.

11.2.1. In the event of a declared disaster, DIS will rebuild the Live Communications service based on the best alternative at the time. DIS is currently designing disaster recovery architecture including an appropriate Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for Live Communications services. In the interim, should a declared disaster occur, DIS will assess the situation, determine the best alternative for recovery, and communicate timelines to the customer. Every effort will be given restore service in a timely manner.

12. Support
12.1. Support for agency servers, desktops and software, including Office Communicator, are the sole responsibility of the agency. DIS does not offer onsite support for configuration, installation or maintenance of agency desktops or software. Documentation for configuration of Office Communicator will be provided to agencies at the time of service initiation and updated as necessary.
12.2. LCS logs each instant message session and stores it on the server for thirty (30) days. If Customer would like DIS to retrieve a session within the thirty (30) day period, an Authorized Data Retrieval contact can make a request to the DIS Service desk for a ticket to be created asking for the retrieval. The DIS Service desk will create the ticket and escalate it to DIS CSD Production Support for execution. DIS CSD Production Support will retrieve the session and provide it to Customer's Authorized Data Retrieval contact.

13. Access to Software
Customer understands that DIS licenses software from third party providers for the purpose of providing services to its Customers. Such software may be accessed by Customer as part of the services provided to the Customer hereunder. Customer agrees that it will not, nor will it allow its

agents, employees or its authorized third parties to decompile, disassemble, reverse engineer or otherwise access the source code of any software provided by DIS whether the software is developed for DIS or licensed by DIS from a third party provider. Customer shall be liable to DIS and/or any third party provider of software for any breach of this provision.

14. **Setup and Migration Services**
    DIS will assist the customer with establishing Live Communication Service policies and other configurations to be performed at the LCS Server level. DIS will assist the customer with the setup of their first device and will provide support documentation for the Live Communication Service.

15. **DIS Does Not Support:**
    15.1. Customer written or purchased applications with access through the Live Communication Service. DIS will assist with implementation that is necessary from the server, but will not provide assistance or troubleshooting with the application. The customer must provide all specifications for configuration and perform a risk assessment to the effect of the application on other customers on the system. DIS reserves the right to remove applications that cause system instability or performance issues.
    15.2. Troubleshooting of problems on the customer's Exchange environment
    15.3. Desktop and end user support at the agency site, including:
        15.3.1. Installation, troubleshooting and upgrade of desktop software including Live Communication Service Desktop Software.
        15.3.2. Problems with the Live Communication Service device other than email and calendar synchronization issues.
    15.4. Recovery of deleted sessions
    15.5. Session retention and disclosure.
    15.6. Backup or recovery of data stored on the Live Communication Service other than system configuration data stored on the SQL database.

16. **Service Fees**
    A summary of the total monthly service fee is set forth in Attachment 2010-001A.

    Billing for this service will begin: **November 2009**

    During the month of installation, if installation is completed on or before the 15th, the entire month will be billed. If installation is complete on or after the 16th, billing will begin the following month.

17. **Service Level Agreement Changes:**
    This SLA may be modified at any time upon mutual written agreement of the parties. Any such modifications will be annotated in an amendment to this SLA and will take precedence over the applicable section of the SLA.

    DIS and Customer may hold annual pricing review meetings. The purpose of these meetings will be to review pricing and levels of support associated with the changes in this agreement. If it is determined that service levels have changed, prices will be adjusted to reflect those changes.

18. **Roles and Responsibilities**
    DIS and Customer will establish additional mutually agreed upon roles and responsibilities that will be set out in Attachment 2010-001B. DIS and Customer will assign staff accountable to review and

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update these roles and responsibilities when the need arises, and to manage DIS and Customer expectations and increase confidence in the working relationship.

19. Customer and DIS Contact List

Customer and DIS Contact Information is defined in Attachment 2010-001C.
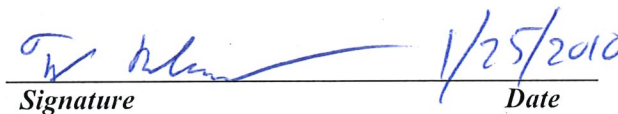
20. Authorization/Acceptance

This SLA and the underlying CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Execution of this SLA by both parties constitutes an addendum to the underlying CSA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this SLA. Customer hereby authorizes DIS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.

APPROVED	APPROVED
State of Washington	**State of Washington**
Department of Information Services	**Washington's Lottery**
Computer Services Division	

Signature 1/28/10 *Date*	*Signature* 1/25/2010 *Date*
Cammy Webster	Terry Rudeen
Print or Type Name	*Print or Type Name*
Assistant Director	Information Services Director
Title	*Title*

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Live Communication Server Service Washington's Lottery Summary of Fees	Attachment 2010-001A

Live Communication Service Fee (per agency user, per month) $0.78
       Includes:
       Work with agency to establish LCS Policy
       24X7 Service Desk Support

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Live Communication Server Service Washington's Lottery Roles and Responsibilities	Attachment 2010-001B

This page documents the Roles and Responsibilities of the service provider (DIS) and Washington's Lottery (Customer). DIS and Customer will establish mutually agreed upon roles and responsibilities.

1. Customer Responsibility:

1.1. Responsible for purchase, maintenance, and support of the Live Communication Service and client access license for the LCS Server. Single CALS and packages are available from DIS and are listed on TechMall on the Master Contract page (http://techmall.dis.wa.gov/master_contracts/mc.asp). Any desktop software associated with the Live Communication Service is the sole responsibility of the agency.

1.2. Responsible for end user and workstation support.

1.3. Responsible for product training pertaining to use of the Live Communication Service.

1.4. Customer will follow best practices for patch management as described by WACIRC and implemented by the ISB on their workstation environment.

1.5. A connection to the State Governmental Network (SGN).

1.6. Provide a primary technical support person and secondary backup that will be the main contact person with DIS Staff for troubleshooting issues with the LCS server Service, adding additional users to the server, password changes/reset, and end user problems. DIS does not provide direct end user support for this service.

2. DIS Responsibility:

2.1. Will establish a distribution list for agency administrators to inform them of planned outages and maintenance activities.

2.2. Will provide and manage system software on servers managed by DIS.

2.3. Will monitor LCS server for health problems and report any issues to technical contact.

2.4. Provide hardware and software for Enterprise LCS Servers.

2.5. DIS will follow best practices for patch management as described by WACIRC and implemented by the ISB.

2.6. Will provide documentation and assist agency technical contact in setting up access with the first workstation activation(s) for the agency.

2.7. Will provide troubleshooting guidelines for the LCS service.

3. Customer Responsible for Records Retention

3.1. Customers are encouraged to develop their own policies on employee use of LCS. Customers using LCS are responsible for complying with the records retention and public disclosure requirements set out in RCW 40.14 and 42.56.

3.2. The decision whether to preserve a communication session facilitated by LCS is the responsibility of the Customer in light of applicable policy and records retention requirements.

3.3. Saving Instant Messaging sessions can be accomplished only while the session is open and current. Once the session is closed, the information is no longer available to Customer. DIS offers a limited retrieval of instant message sessions through its logs, but only for 30 days from the date of the session (See Section 12.2).

3.4. Retention for longer periods requires Customer action while the LCS session is open. Before closing the session, saving can be performed much like any Microsoft Office Application: click on "File" and then "Save as" and enter a path and file name to save the message stream on a shared local area network (LAN) drive. Customer may then retain these files to comply with the records retention and public disclosure requirements set out in chapters 40.14 and 42.56 RCW.

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Live Communication Server Service Washington's Lottery Customer and DIS Contact Lists	Attachment 2010-001C

1. Customer Contact List

Customer Help Desk	Phone	(360) 664-4700
	Email	helpdesk@walottery.com

Signature/Purchase Authority	Name	Terry Rudeen
	Title	Information Services Director
	Phone	(360) 664-4708
	Email	trudeen@walottery.com

Primary Technical contact Authorized Data Retrieval contact	Name	Jim Jensen
	Phone	(360) 664-4704
	Email	jjensen@walottery.com

Secondary Technical contact Authorized Data Retrieval contact	Name	Richard Frady
	Phone	(360) 664-4705
	Email	rfady@walottery.com

Billing contact	Name	Tonya Mazzarelli
	Phone	(360) 664-4774
	Email	tmazzarelli@walottery.com

Billing Code/Account Number		1160-0-5900-LC

2. DIS Contact List

DIS Service Desk	Phone	(360) 753-2454 or 1-888-241-7597
	Email	servicedesk@dis.wa.gov

CSD Billing Contact	Name	CSD Business Resource Office
	Email	csdbro@dis.wa.gov

Planning and Design Manager	Name	Gary Duffield
	Phone	(360) 902-3464
	Email	garyd@dis.wa.gov

Enterprise Server Service Owner	Name	Lance Calisch
	Phone	(360) 902-3319
	Email	lancec@dis.wa.gov