



Consolidated Technology Services • WA

## TERMS OF USE FOR LYNC

This Service is subject to and governed by Customer's separate signed master services agreement with CTS. This Agreement is entered into between you and CTS for the provision of CTS' Microsoft Lync Service. This Service is available for Customers of CTS' Shared Services Email (SSE) service and who have purchased the appropriate level of CALS and have licenses for Microsoft Lync software.

- A. **Service Description-** Lync (previously Live Communication Server) is an enterprise realtime communications service providing the infrastructure for enterprise instant messaging, presence and structured conferences (audio, video, and web conferencing).
- B. **Availability-** CTS provides service support 24x7 including State holidays. The system(s) defined in this Service Level Agreement will be available 24x7 with the exception of scheduled maintenance as defined herein. Scheduled maintenance is established between Sundays 10:00 AM to Sunday 4:00 PM. This scheduled maintenance window will only be used when necessary (e.g., hardware and software upgrades, software patches, faulty hardware replacement, application changes).
- C. **Charges-**
1. LyncBasic Service (requires a Microsoft Standard CAL) of Lync include:
    - CTS Rate: \$3.50 per user per month
    - Instant messaging (sometimes called "chat")
    - Presence awareness
    - Web conferencing
    - Video conference participation
    - Application and desktop sharing
    - Mobility (Lync on smart phones and tablets)

D. **CTS Responsibilities-**

CTS provides Tier 1 Service Desk Support 24x7x365.

CTS provides Tier 2 Technical Support Monday through Friday 8 AM to 5 PM and on call support after hours.

**Comment [OR(1):** This is from the Shared Service Email SLA.



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CTS staff provides 24x7 electronic monitoring of the Lync environment.

CTS follows Change Management practices in accordance with CTS Change Management Policy. All changes to State Data Center computing and network environments are managed to promote or provide stability and minimize the impact of the changes to CTS customers.

CTS follows standardized Incident Management practices in accordance with CTS Incident and Problem Management Policy in order to restore normal service operation as quickly as possible and minimize the adverse impact on business operations.

CTS provides Security Management processes in accordance with OCIO and CTS Security Policy.

CTS provides Physical Environment Management in accordance with best practices so that the service is managed effectively and securely including:

- Rack mounted computer systems;
- Environmental controls and monitoring of State Data Center physical environment;
- Fire detection and suppression systems;
- Conditioned power;
- Un-interruptible power supply;
- Raised floor; and
- Restricted and electronically monitored physical access to the State Data Center.

#### E. **Customer Responsibilities**

**Data Backup:** Customer shall be responsible to complete a backup of all existing data and programs on all affected systems. CTS WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities.

#### **Appropriate Use: Customer shall assure its users do not:**

- Use functionality it is not licensed to use;
- Use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- Use the online service in a way that could harm it or impair anyone else's use of it;
- Use the online service to try to gain unauthorized access to any service, data, account or network by any means;

**Comment [OR(2):** Content from Shared Service email SLA



Falsify any protocol or email header information (e.g., “spoofing”);

Use the online service to send “spam” (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.); or

Remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

**Microsoft CAL’s are the responsibility of the customer.**

**The Customer is responsible for the following support activities:**

Management and response to litigation and public disclosure requests, legal holds, and search of Customer records stored on the Symantec Enterprise Vault;

Product training pertaining to use of products and services in the Lync environment;

Following best practices for patch management of the Customers desktop and computing environment as described by WACIRC and implemented by the OCIO;

Abiding by all Washington State Enterprise Active Directory Standards for practices pertaining to their agency;

Providing a technical support person and backup that will be the main contact person with CTS Staff and agency staff for agency computer network, Exchange/Outlook and Lync client;

Purchasing, installing, and managing all Customer desktops, network resources, and firewalls;

Purchasing, installing, and managing virus protection on all desktops and workstations which connect to the Lync environment.

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**F. Special Terms**

**Recording Notice:** Recording Notice. The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s). You additionally agree to the Supplemental Recording Terms set forth below.

**Microsoft Licensing Compliance:** Customer shall use the Microsoft licenses/Client Access Licenses pursuant to the applicable terms, product use rights, license, and other documentation between Microsoft

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and the Customer. Customer warrants that its use of the Service does not violate any applicable third party contract or license.

**Procuring Microsoft Licensing:** Customer is responsible to determine the necessary Microsoft Licenses and CALs needed to access this service. CTS shall not be liable for any Customer violation of the Microsoft End User Licensing Agreement.

- a. Licensing model: One or more of the following license types — user or device subscription license, services subscription license or add-on subscription license.
- b. Lync CALS can be purchased via:
  - i. Stand alone
  - ii. Core CAL
  - iii. ECAL
- c. There are three CAL types:
  - i. Lync Server Standard
  - ii. Lync Server Enterprise
  - iii. Sync Server Plus

**Consent for Data Transfer through Internet based Services:** The Data Transfer Notices at <http://microsoft.com/licensing/contracts> identifies software features that connect to Microsoft or service provider computer systems over the Internet. They also identify the products in which they are found. Some features appear in more than one product. In some cases, you will not receive a separate notice when one of these features connects. You may switch off these features or not use them. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

**Release:** Customer agrees to assume full responsibility for the content of all programming it transmits, broadcasts or records using CTS staff, equipment or facilities.

**Access to Software:** Customer understands that CTS licenses software from third party providers for the purpose of providing services to its customers. Customer may access such software 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 CTS whether the software is owned by CTS or licensed by CTS from a third party provider.

**Indemnification:** You agree to indemnify, defend and hold harmless CTS from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Your use of the Services, Your violation of this Agreement or the infringement or violation by You or any other user of Your account, of any intellectual property or other right of any person or entity.

**Warranties:** LYNC warranties and limitation of liability provisions are located in the applicable DES Enterprise Agreement. No additional warranties are provided.

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**G. Supplemental Terms Applicable to Lync Recording Functions**

**The following terms are embedded in the meeting invitation and provided at the legal URL through the service.**

**IMPORTANT READ CAREFULLY: YOUR USE OF THIS Lync Service (THE “SERVICES”) IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS. BY CLICKING THE “I AGREE” BUTTON OR BY UTILIZING THE LYNC SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

Your session and communicated content may be recorded by the Service, if the Host selects the recording option and signs the Supplemental Terms of Use for the optional recording function.

The Host is responsible for following all applicable laws associated with its choice to deploy the optional recording function, including obtaining any necessary consents or clearances.

Even if the Host does not elect to deploy the optional recording function, CTS does not control the ability of other people on the call to record the session or communicated content.

You agree to comply fully with all applicable laws, policies, ordinances, rules, and regulations with respect to its choice to deploy and use the optional recording function, including laws governing privacy, publicity, and intellectual property.

You acknowledge that privacy laws applicable to Lync recording function may include but are not limited to RCW 9.70.030, which criminalizes recording of private conversations without consent and also creates a private cause of action for violation of its provisions.

**Responsibility for Content of Communication:** You agree that you are solely responsible for the content of all visual, written or audible communications sent by you or in Lync meetings hosted by you.

**Use:** Access to this system is restricted to authorized users only and limited to approved business purposes. By using this system you expressly consent to the monitoring of all activities. Any unauthorized access or use of this system is prohibited and could be subject to criminal and civil penalties. All records, reports, e-mail, software and other data generated by or residing upon this system are the property of the state of Washington and may be used by the State of Washington for any purpose. †

**Unclassified Media:** This web collaboration system is for the exchange of Category 1 and 2 data as classified under the Technology Services Board.

Currently, Category 1 “Public Information” means: information that can be, or currently is, released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

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**Comment [OR(8):** Information about product usage under OCIO standards.



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Currently, Category 2 “Sensitive Information” is: information that may not be specifically protected from disclosure by law, and is for official use only. Sensitive information is generally not released to the public (unless specifically requested).

You represent and warrant that your use will only include Category 1 and Category 2 information. Please be advised that this includes the information you included in, or attached to, your submissions. It is your responsibility to appropriately train your staff. Further, you agree that CTS will not be liable for any damages arising out of your inclusion Category 3 and 4 information, or personally identifiable information, protected under law. You agree that CTS will not have any liability arising from a security breach, but will notify you and use best efforts to provide you the relevant information available to CTS.

You are responsible for maintaining the confidentiality of your account and password; and for restricting access to your computer; and you agree to accept responsibility for all activities that occur under your account or password.

**Records Retention:** You are responsible for following all applicable Records Retention laws applicable to your content of communication. CTS does not retain a copy of these materials as the materials are transitory in nature.

**Cookies:** Lync does not use cookies in the Service.

**Proprietary Rights:** You will not remove, deface or obscure any of CTS or Microsoft’s copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Services. You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Services.

**Comment [OR(9):** Address customer requirements under existing records retention requirement.

**Comment [OR(10):** Addresses Executive order on privacy and concern about tracking cookies.

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**Supplemental Terms of Use and Agreement**  
**For Optional Desktop Sharing Function**

**Comment [OR(11):** WebEx SLA- this section notifies the user of the issues specific to Desktop sharing.

Desktop collaboration is a useful technology that enables effective interaction and communication between dispersed participants. Care should be taken in the Agency’s choice to utilize the technology. Remote control functionality in Lync will not be enabled for external users and Agencies will have the ability to disable it if needed. CTS recommends that agencies using collaboration software consult its assigned Assistant Attorney General (“AAG”) for legal advice.

The following terms establish the Agency’s responsibilities associated with its choice to deploy this function:

**Agency** represents that its use of the Lync desktop control feature is allowable under the organization’s Security Policy.

**Agency** will consider the content of its videoconferences and determine whether use of the optional desktop sharing function is proper for that content. *By way of example only, Agency may risk unauthorized exposure of information and material listed or sent, on or through the Lync system, to other users, the general public or other entities for which the information and material was not intended by Agency.* Agency acknowledges that Lync is not appropriate for content sensitive conferences because of the risk of unintended dissemination of materials.

**Agency** is responsible for complying with applicable records retention requirements. All public records, including electronic records, are subject to state laws governing public disclosure, preservation, retention, destruction, and transfer to the Washington State Archives.

**H. Terms of Use Contact Information**

Unless otherwise indicated, all correspondence regarding this TOU should be directed to:

<b>Primary Customer Contact Name:</b>	<b>Primary CTS Contact Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>E-Mail:</b>	<b>E-Mail:</b>

\*An additional CTS and Customer points of contact document will need to be completed once the customer has acknowledged acceptance this terms of use document.