

TERMS OF SERVICE FOR Wireless Service (Updated 11/3/2020)

This Service is subject to and governed by the Customer's separately signed Master Services Agreement (MSA) or Customer Service Agreement (CSA) as applicable with Consolidated Technology Services (CTS), calling itself Washington Technology Solutions or "WaTech" for short. The reference to WaTech means the same as Consolidated Technology Services. This Agreement is entered between you and CTS for the provision of the Washington Wireless Service. For the purposes of this agreement "You", "Your" and "Customer" are used interchangeably and mean the entity to which WaTech is providing service.

A. Service Description

WaTech Wireless Service is a secure statewide enterprise wireless service, which provides agency employees and guests with greater mobility and productivity. WaTech Wireless supports the following use cases:

Wireless Network/SSIDs	Users	Access to	Authentication
<Local Agency Name>	Employees	Agency resources	Joined to Active Directory & User Certificate
Roaming	Employees	Your agency resources while visiting another agency	Joined to Active Directory & User Certificate
Sponsored Guest	Guests	Internet	Assigned Username & Password
Guest	Guests	Internet	Pre-Shared Key

In order to participate in the WaTech Wireless Service, agencies must meet the following requirements:

Basic Requirements for the WaTech Wireless Service	Local Agency	Roaming	Guests
✓ Connectivity to the State Government Network (SGN)	Required	Required	Required
✓ Member of the WaTech Enterprise Active Directory Forest (EAD)	Required	Required	-
✓ Connectivity to the WaTech MPLS Wide Area Network (Agency VRF)	Required	Required	-

B. Availability

WaTech Wireless Team provides support of the systems defined in this Terms of Service Monday through Friday, 8 a.m. to 5 p.m. Scheduled maintenance will occur outside of regular business hours and will only be used when necessary (e.g., hardware and software upgrades, software patches, faulty hardware replacement, application changes).

1. WaTech Support Center contact information

Email: support@watech.wa.gov.

Telephone: 360-586-1000 or toll-free 855-WaTech1 (855-928-3241)

C. Charges

Please visit our website for current pricing information: <http://watech.wa.gov/solutions/it-services/Wireless-Service>.

*Sites turned-up between the 1st and 15th of the month, billing will begin on the 1st of that month. Sites turned up between the 16th and 31st of the month, billing will begin on the 1st of the following month. Returned equipment or equipment from decommissioned sites billing cancellation will follow the same time lines as sites turn-up above once received by WaTech.

D. Responsibilities

1. WaTech responsibilities:

- Perform wireless site surveys.
- Provide wireless APs and standard mounting brackets.
- Manage the infrastructure components: Prime Infrastructure (PI), Identity Services Engine (ISE), Mobility Services Engine (MSE), wireless controllers, and APs.
- Manage web filtering, firewall, IPS/IDS, and DHCP services for guest access.
- Provide IP addressing for wireless APs and users. WaTech and customer will need to coordinate VLAN assignment for APs in flex connect mode.
- Provide monitoring, troubleshooting, and second-tier support.

2. Customer responsibilities:

- Provide cabling/wiring for APs.
- Purchase optional hardware for non-standard installations, such as outdoors, power injectors, external antennae, etc.
- Provide current floor maps to WaTech to be loaded into PI.
- Collaborate with WaTech prior to any changes to floor maps which could impact location of APs.

- Install APs in a secure manner, using either mounting brackets or security locks.
- Provide AP connectivity, switching, and routing (layer 1-3) services for APs.
- Update LAN and firewall configurations to enable wireless service in their environment.
- Manage and maintain AD groups, GPOs, and DHCP services for wireless access.
- Set up guest accounts using the Sponsor Portal in ISE.
- Perform user administration and troubleshooting using PI.
- Provide first-tier end user support.
- Uninstall and return hardware to WaTech from decommissioned sites.

E. Special Terms

1. **CONTENT DISCLAIMER.** The internet contains material that you may find objectionable or offensive. WaTech does not publish or control, nor is responsible or liable for any third-party information, content, services, products, software or other material that can be accessed through the Service. The Customer is solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products and other information, and the quality and merchantability, accurateness, timeliness or delivery of such services, products and other information. The Customer is responsible for paying any charges that may incur from third parties through the use of the Service, and that personal information may be available to third parties that are accessed through the Service.
2. **PRIVACY AND SECURITY.** Wireless systems transmit voice and data communications over a complex network. The privacy and security of such voice and data transmissions cannot be guaranteed. The Customer acknowledges that the Service is not inherently secure, and understands that wireless communications can be intercepted by equipment and software designed for that purpose. WaTech is not liable to the Customer or any other party for any lack of privacy experienced while using the Service.
3. **PROHIBITED CONDUCT BY USERS.** In using any of the Services, the Customer or their users shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by these Service Terms.
4. **ACCESS POINT NOT WORKING.** If an access point is deemed faulty by WaTech, then WaTech will ship a replacement Access Point at no additional cost to the Customer. Customer is responsible for uninstalling and reinstalling access point.
5. **ACCEPTABLE USE.** The Customer agrees to take responsibility for providing notice and obtaining consent from the wireless service end users to an acceptable use policy as set forth below, the terms of which are incorporated herein by reference:

6. **ACCEPTABLE USE AGREEMENT.** WaTech provides internet access points in selected areas for guests (“You”) with portable computers or devices capable of receiving wireless signals. You will be able to access the internet from your wireless device when within range of an access point (Service). You should have up-to-date virus protection on Your personal laptop computers or wireless devices, as well as staying up to date with applicable OS security patches. This Agreement is in addition to any restrictions and terms You have with Your Internet Service Provider and any agreement we have with You for providing other services You use as part of this Service.

Use of this wireless network is allowed to users with an assigned username and password, authentication, or pre-shared key only. You will be responsible for preserving the confidentiality of your password or key and will notify us of any known or suspected unauthorized use of the Service. This Service is not to be used by minors. If you are under the age of 18, please have a parent or guardian sign in for You.

Use of this wireless network is provided as a service by WaTech. It is not the intent of WaTech to create a traditional or limited public forum and WaTech may restrict access to certain sites and communication protocols found to be malicious and inappropriate.

You should be aware that there are security, privacy, and confidentiality risks inherent in wireless communications and technology, and WaTech does not make any assurances or warranties relating to such risks. This Service, the wireless network and any products or services provided on or in connection with this wireless network by WaTech are provided on an “as is” and “as available” basis and without warranties of any kind. All warranties are hereby excluded and disclaimed. If you are a WaTech Customer, service levels provided in your WaTech Service Level Agreement may apply.

Unauthorized use of the Service is strictly prohibited. Unauthorized use includes, but is not limited to, any use that violates any applicable rule, law, policy or other regulatory requirement. You agree not to use the Service to transmit any defamatory, abusive, obscene, threatening or illegal material, or any other material that infringes on the rights of others.

Pursuant to 17 U.S.C. §512(i), it is the policy of the WaTech to terminate in appropriate circumstances the Services of users who are repeat infringers.

By using the Service You agree that WaTech is not liable for any costs or damages arising from your use of this Service and WaTech does not control any materials, information, products or services on the Internet. To the extent allowed by law, you agree to indemnify, defend, and hold WaTech and the state of Washington harmless from any claims arising out of, or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement, any applicable law or regulation, or the rights of any third party.

WaTech may but has no obligation to monitor and audit the users of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. WaTech retains the right to deny access to anyone who we believe has violated these terms or any other term of this Agreement.

If you are a state employee, please note the wireless Service is a state resource subject to the Ethics in Public Service Act, agency policies, and other applicable rules. Please also note the Indemnification provisions are not applicable to your use of the Service for official job duties.