

**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT**

VERSION 1.2 (4.3.2012)

BETWEEN

CONSOLIDATED TECHNOLOGY SERVICES

AND

[CUSTOMER]

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<u>Section 1. The Agreement</u>	Service Level Agreement Number: <unique number identifier>
	Customer Service Agreement Number: <unique Customer identifier>

1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to establish general standards and expectations applicable to Shared Services Email (SSE). Prior to entering into this SLA Customer certifies they it is eligible to receive services from the Washington State Consolidated Technology Services (CTS), has a current Customer Service Agreement (CSA), and acknowledges it has read and understands the terms and conditions therein.

1.2 Parties

This Service Level Agreement (SLA) is entered into by and between the Washington State Consolidated Technology Services (CTS), an agency of Washington State government located at 1500 Jefferson St. SE, Olympia, WA 98504-2445, and [Customer], as certified above, located at [Customer's address] for the purpose of providing Shared Services Email.

1.3 Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. Any such modifications will be in the form of an amendment to this SLA and will take precedence over the applicable section(s) of the SLA. Changes to Attachment 2 – Contact List can be made by unilateral written correspondence from party's authorized signatory.

CTS reserves the right to make Administrative Changes to the signed SLA without an amendment. The most current version of the SLA, including administrative changes made by CTS, is located on the SSE website at this [URL](#). Continued use of the service after notification that administrative changes have been made represent acceptance of these changes.

1.4 Payment and Billing

A summary of the total monthly service fee is set forth in Attachment 1 – Rates of this SLA.

During the month of migration, if migration is completed on or before the 15th, the entire month will be billed. If migration is complete on or after the 16th, billing will begin the following month. Thereafter, billing for this service will be on a monthly basis based on the number of active mailboxes on the 16th of the current month.

1.5 Entire Agreement/Acceptance of Terms

This SLA and the underlying CSA constitute the entire agreement between CTS and the Customer, and supersedes all other communications, written or oral, related to the subject matter of this SLA. Execution of this SLA constitutes an addendum to the underlying CSA and the CSA remains in full force and effect. CTS and the Customer hereby acknowledge and accept the terms and conditions of this SLA. If there is a conflict of interest between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

1.6 Term and Termination

The term of this Service Level Agreement is effective upon the date of execution by both parties and will expire at the end of sixty (60) months, unless an extension is agreed to and signed by both parties. Either party may terminate this agreement with sixty (60) days written notification to the other Party with a courtesy copy of the notice to the CTS Service Desk unless otherwise provided within this SLA.

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1.7 Definitions

“**ActiveSync**” shall mean the feature of Microsoft Exchange which allows Mobile Device Users to access their e-mail, calendar, and contacts through a Smartphone or similar device.

“**Administrative Changes**” shall mean minor modifications to this SLA that do not affect the substantive rights of the parties (e.g., an update to the URL for a referenced document).

“**Availability**” shall mean the degree to which the service is capable of being used as described in this agreement.

“**Backup**” shall mean a copy of data that is used to restore the original after a data loss event.

“**CAL**” shall mean a Microsoft Client Access License that allows use of the Exchange environment and its functionality.

“**Customer**” shall mean the state or local entity eligible to receive services from CTS that is a party to this SLA.

“**Customer Help Desk**” shall mean the customer service that provides initial support and assistance to users when an issue or question arises concerning the use or functionality of the products and services provided under this agreement.

“**Customer Records**” shall mean records stored in the SSE environment on behalf of the Customer.

“**CTS Service Desk**” shall mean the service provided by CTS for Customer incident and problem reporting, escalation, and notification.

“**Data Loss Prevention (DLP)**” shall mean the tool(s) to identify and process sensitive information in email traffic when it is exiting the State Governmental Network (SGN).

“**Downtime**” shall mean the duration of time the service is unavailable for use excluding scheduled maintenance. This may be due to a scheduled activity or an unscheduled incident.

“**Exchange**” shall mean the Microsoft Exchange software product for providing server based email to enterprises. It includes all successor products.

“**Mailbox**” shall mean the data store within Exchange that holds the users or resources email’s and related data.

“**Mobile Device**” shall mean any Customer issued or personal smartphone, tablet or other computing or communications device used to connect to the SSE environment.

“**Outlook**” shall mean the Microsoft Outlook software product for providing client email access on the desktop to enterprises. It includes all successor products.

“**OWA**” shall mean the Microsoft Outlook Web Application software product for providing client email access from the Internet to enterprises. It includes all successor products.

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“Public Records” shall mean any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in RCW [40.14.100](#) and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives.

“Resource Mailbox” shall mean the system/group mailboxes for facilities or equipment.

“Secure Email Service” shall mean the M86 MailMarshal service provided for use in the SSE environment. The M86 MailMarshal service provides DLP and encrypted email delivery to external email recipients.

“Shared Services Email” shall mean the messaging service offering that includes Exchange 2010 from Microsoft for basic email services, email vaulting, encrypted email to external parties, and security through the acquisition of a product(s) to provide perimeter security and email filtering.

“Tier 1 Support” shall mean the initial support level that is provided for basic user assistance. Tier 1 Support includes troubleshooting and resolving basic problems, including but not limited to:

- Problems with usernames and passwords
- Verification of hardware and software setup
- Menu navigation

If they are unable to resolve a issue they will escalate it to the next level of support.

“User” shall mean a current or past employee, volunteer, contractor, or any other person working at the direction of the Customer and using Mailbox(es).

“SMTP Relay” shall mean the tool(s) to process email from automated systems, including but not limited to bulk mailing of email and other Customer devices for which the SMTP relay facilitates a functionality of the device, such as network attached multi-function scanner / printers.

“Vault” shall mean the Symantec Enterprise Vault software product and any successor products.

“WaSERV” shall mean the enterprise service provided by CTS for email retention and search capabilities.

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Section 2. Shared Services Email Overview

2.1 Description

Shared Services Email (SSE) is the centrally managed email and messaging offering for more than 90 agencies, boards, and commissions of the State of Washington. It provides a consolidated and secure messaging infrastructure with the potential for supporting over 75,000 mailboxes. To provide the greatest flexibility and responsiveness for the Customers this service is designed to be highly available and includes the ability to access email from both the state network and the internet via Outlook, Outlook Web Application (OWA) and Mobile Devices. The service incorporates a [delegation model](#) that allows for the distributed administration of various components by Customers. For more information please see the [Agency Delegated Administrator Guide](#).

SSE includes the features and products listed below:

Features
User mailbox provisioning and management
Interagency calendaring and scheduling
Statewide Global Address Book
Web and Mobile Device Access
Public Folder Support
Antivirus and Spam Control
Physical and network security
Centralized SMTP email relay
24x7x365 Support
High Availability
Disaster Recovery
Hardware and network monitoring
Operating system and utility software maintenance, patching, upgrading and monitoring
Application software maintenance, patching, upgrading and monitoring
Email archival based on agency retention schedules
Products
Microsoft Exchange
Symantec Enterprise Vault
Symantec Discovery Accelerator
IronPort
RIM BES (Optional Use)
Services
Secure Email Service

The environment will include support for approved applications. This support will include the use of multiple DNS mail exchanger records (MX records) for applications which require them. This consolidated environment will enhance interagency collaboration through simplified address access and scheduling. A centralized enterprise email infrastructure will reduce operating costs and increase efficiencies across the state by leveraging increasingly scarce staff resources. The service will continue to explore ways to achieve greater economies of scale and reduce cost per user, while providing additional functionality in the future.

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2.2 Limits on Scope

The following is a list of specific features and activities that are included or excluded under this offering. This list is intended to provide guidance on the limits of coverage that can be expected under this offering, including but not limited to the following. The list will be updated in the future as other features and activities are identified for inclusion or exclusion.

Included
Assistance in initial installation, configuration, updates, and troubleshooting of software clients.
Maintain pre-production environment for system upgrades and testing.
Assistance in configuration and troubleshooting of connections to the SSE environment.
Assistance with interoperability of agencies approved applications.
Assistance in resolving email delivery problems.
A default storage limit of 1GB per mailbox.
A default limit of 30MB per message including attachments.
Creation of ActiveSync Policies
Testing of devices for inclusion on Approved ActiveSync Device List
Maintenance of Approved ActiveSync Device List
Provisioning Secure Email Policies
Administration of the Secure Email Portal.
Tier 1 support for Secure Email problems involving external users.
Installation, management, and upgrade of server software for the SSE environment.
Provide notifications and information in support of Discovery Accelerator upgrades.
Notification of planned outages and maintenance activities.
Excluded
Support and troubleshooting typically done by a local administrator or local desktop support staff. Responsibilities of the Customer Helpdesk are defined in Section 5.2 .
Centralized fax services for the sending and receiving faxes.
Desktop/workstation software and hardware support.
Installation, management, and upgrade of desktop and Mobile Device software including Outlook, WaSERV, Discovery Accelerator and Secure Email Service client software or browser add-ins.
Network connectivity installation, configuration, updates, and troubleshooting.
Customization of reports in WaSERV.
Configuration of Customers application software.
End-user training.
Recipient account administration
Troubleshooting Mobile Device issues.

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Section 3. Performance Reporting

CTS will create monthly reports and make them available with measures for the following targeted areas:

3.1 Size/Scale

- Volume of email traffic.
- Volume of blocked messages from the internet.
- Volume of viruses detected in messages.
- Number of Exchange mailboxes by Customer.
- Number of WaSERV mailboxes by Customer.
- Total amount of data stored by Customer.

3.2 Availability

- Percentage of availability excluding scheduled downtimes and maintenance windows by individual services. For example, OWA, ExchangeDB availability, etc.

3.3 Defect rates

- Number and duration of Exchange software failures and/or errors that caused a disruption of service.
- Number and duration of Vault software failures and/or errors that caused a disruption of service.
- Number and duration of hardware failures and/or errors that caused a disruption of service.
- Number and duration of other failures and/or errors that caused a disruption of service.

3.4 Customer Responsiveness

- Number of incidents by Customer.
- Average time for initial response.
- Number of tickets closed within 24 hours
- Percentage of tickets closed within 24 hours.

3.5 Continuous Improvement

- Number of *Requests for Change*.
- Number of approved *Requests for Change*.
- Number of successfully completed *Requests for Change*.

CTS will create quarterly reports and make them available with measures for the following targeted area:

3.6 Customer Satisfaction

- Quarterly customer satisfaction survey of random sample of the current users of SSE.

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Section 4. Service Management

4.1 Availability Management

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.

CTS staff provides 24x7 electronic monitoring of managed system availability using:

- Tools that provide central reporting on the status of server hardware;
- Tools that provide central reporting on the status of server software;
- Application and system event logs providing date, time, and name of process monitored;
- Tools that identify hardware failure and pre-failure conditions;
- Software that measures the availability and responsiveness of servers, applications, and databases

4.2 Change Management

CTS follows Change Management practices in accordance with CTS [Information Technology Service Management Operations Manual \(ITSMOM\)](#). 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..

4.3 Incident Management

CTS follows standardized Incident Management practices in accordance with CTS [ITSMOM](#) in order to restore normal service operation as quickly as possible and minimize the adverse impact on business operations.

- CTS provides Incident Monitoring, Detection and Tracking
- CTS provides Incident Investigation & Diagnosis
- CTS provides Incident Resolution & Recovery.

4.4 Problem Management

CTS follows Problem Management practices in accordance with CTS [ITSMOM](#).

- CTS provides automated event-driven problem management through the use of monitoring tools.
- CTS provides Customer notification as soon as practicable of identified events that have or may have an adverse affect on service delivery to customers.
- CTS provides Customer notification of system failures and outages.
- CTS provides Customer problem resolution satisfaction by tracking, alerting, escalating, and solving problems.
- The CTS Service Desk is the single point of contact for Customer problem reporting, escalation, and notification.
- For events that have an adverse effect on the Customer, CTS will make every effort to provide information on the root cause, corrective action taken, and actions planned for prevention of reoccurrence, within 72 hours of the recovery from the event.

4.5 Security Management

CTS provides Security Management processes in accordance with the CTS [ITSMOM](#) to ensure that information is managed securely for this service.

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- CTS 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, and proprietary or confidential data.
- The current access control method is through the use of the Enterprise Active Directory, in accordance with the Washington State Office of the Chief Information Officer (OCIO) [IT Security Policies & Standards](#).
- CTS technicians access to data is in accordance with the OCIO [IT Security Policies & Standards](#).
- All remote access (e.g., Mobile Devices, OWA) is in accordance with OCIO [Policies and Standards](#).
- If the content of the email is subject to federal, state, or local regulations or standards, it is the Customer's responsibility to comply with the applicable regulations or standards.
- CTS provided security system infrastructure is located within the state data center.
- Physical access to the state data center is granted only to personnel who have been authorized by CTS.
- CTS will secure the platform against known security risks. Any observed security breaches or unusual suspicious activity will be reported to the Customer.
- The compromise or suspected compromise of Customer data will be reported to the customer within one (1) business day of discovery.
- CTS and the Customer will cooperate in efforts to maintain platform and network security including patch management.

4.6 Physical Environment Management

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

- 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.

4.7 Standard Maintenance

In order to appropriately manage a highly available Exchange environment there will be occasional, brief (1-2 minute) interruptions of service to individual mailboxes for standard maintenance (e.g., creating a new mailbox, creating a new database for expansion, moving a mailbox from an over-utilized server to an under-utilized server). These interruptions will not prevent the use of the email client when in cached mode and will not result in the loss of any data. When possible these activities will be performed after regular work hours. Any activity during these interruptions will be queued and processed after the interruption. These standard maintenance activities will minimize the number and duration of scheduled maintenance windows.

4.8 Scheduled Maintenance

In order to provide the best customer service, scheduled maintenance windows will be established to perform the required service maintenance for operational health of the environment. The standard change management processes will be followed for all changes. CTS will seek to avoid any possible service interruptions in any changes proposed during these windows, and advise if there is an expected outage.

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Exchange, WaSERV and IronPort

- All scheduled maintenance will follow CTS standard practices for change management as described in the [ITSMOM](#), including notification of Customer of possible impacts to the service. To support the change management process a maintenance window for this service is established between Sunday 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).

Secure Email

- All scheduled maintenance on the Secure Email Service occurs every Sunday morning from 12 AM until 2 AM or by special arrangement.

4.9 Emergency Maintenance

In order to provide the best customer service, emergency maintenance will be performed only when necessary for the operational health of the environment. If practical, Standard or Scheduled Maintenance will be used. If it is not practical to use Standard or Scheduled Maintenance, Emergency Maintenance will be performed according to the procedures outlined in [ITSMOM](#).

4.10 Service Restoration

The SSE service is highly available and designed with multiple standby copies of the mail data stores maintained online. Disaster recovery will entail the activation of connectivity to the appropriate standby copy of the data stores and application servers. SSE service restoration is Customer independent; with all agencies merged into a single environment all agencies will become available simultaneously. Due to the unknown characteristics of a disaster it is impossible to determine what the actual duration of an outage will be. In addition, the various components of the SSE service will have differing expectations for the restoration of service. The following guidelines reflect a reasonable estimate of durations for representative outages:

- Exchange
 - Short duration outage (e.g., loss of a single server) - outage of less than one hour.
 - Moderate duration outage (e.g., loss of a single data center in Olympia) - outage of less than eight hours.
 - Long duration outage (e.g., loss of a both data centers in Olympia) - outage of less than 14 days.
- WaSERV (through May 2012)
 - Short duration outage (e.g., loss of a single server) - outage of less than two business days for small subset of users (approximately 5%).
 - Moderate duration outage (e.g., loss of a single server chassis) - outage of less than 7 days for large subset of users (approximately 50%).
 - Long duration outage (e.g., loss of the Olympia data centers) - outage of less than 30 days.
- Secure Email Service
 - Planned failover of cluster hosts would not incur downtime.
 - Unexpected failure of primary host causes the recovery host to take over within 1 – 5 minutes.
 - Complete unavailability of primary site would require about one (1) hour for resumption of operations at remote site.

To accommodate the variety of possible scenarios which could require restoration of the SSE service, CTS follows industry standard practices for system, application and data backup. CTS performs backups of systems

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and applications with appropriate onsite and/or offsite storage for all managed servers and data. In the event system restoration is needed, CTS shall provide all necessary resources to restore systems as required.

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Section 5. Support

5.1 Customer Administrator

Customer delegated administrators will be provided with a provisioning tool that will allow functions, such as: add users, change user information, assign user security, enable/disable ActiveSync for Users, assign ActiveSync policies to Users, administer public folders, and create public distribution lists. The Customer will have the ability to limit users from sending e-mail to the Internet. The Customer will not be able to restrict users from sending e-mail to any other users within the SSE environment. The Customer will be able to control remote access to e-mail by individual users. This limitation can be defaulted to “no access,” with access granted on an individual basis; or be defaulted to granting everyone access and denial of access on an individual basis. The Customer is responsible for the actions of its users and administrators. CTS reserves the right to terminate the access of a Customer’s user or administrator in the event of any actions that threaten the integrity or stability of the SSE environment.

5.2 Customer Helpdesk

Customers are responsible to provide Tier 1 support to its users. This includes support for first contact with users who are experiencing an issue. Customer-provided support will include workstation/client PC support including Outlook. At a minimum, the following is a summary of the Tier 1 support and troubleshooting activities that the Customer will perform:

- Creating & Deleting User ID
- Profile Setup on Workstations
- Distribution Lists: Setup, additions, deletions
- User Support including OWA and Mobile Devices
- Troubleshooting/Problems with Client Installation or Profile, and Mobile Devices
- Network connectivity including connectivity to the Exchange Environment and VPN access
- Email issues including Receiving, Sending, and Lost or Deleted Email
- Performance /Slowness Issues
- Offline Storage Table (OST) file Issues
- Updating/Troubleshooting Address Book

5.3 Customer Responsibilities

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 SSE 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 as outlined in the documents available at:
http://techmall.dis.wa.gov/services/enterprise_active_directory/ead_welcome.asp
- Providing a technical support person and backup that will be the main contact person with CTS Staff and agency staff for agency computer network and Exchange/Outlook.
- 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 SSE environment.

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- Requiring all Users to receive authorization and submit a signed Mobile Device request form, prior to using the ActiveSync feature in SSE.
- Ensure that only Mobile Devices from the approved device list are activated by Users.
- Ensure that ActiveSync enabled users with multiple devices have an appropriate policy applied for their device(s).
- Ensure that email traffic directed to the SMTP Relay is appropriately verified, formatted and scheduled to ensure that it does not cause an impact to the SSE environment.
- Analyzing and correcting any issues with email directed to the SMPT Relay. This may include taking appropriate measures to throttle the flow of messages from the device or application to the SMTP relay point.
- In the event of an unintended and uncontrolled message flood caused by infection or compromise of a workstation or server, it is the Customer's responsibility to immediately remove the device from the network, change the Active Directory credentials for the compromised account, and re-image or otherwise make certain the workstation or server has been completely cleared of infection.

5.4 CTS Service Desk

Should the Customer be unable to resolve the problem after completing Tier 1 troubleshooting activities, the Customer Helpdesk will escalate the matter to the CTS Service Desk. In addition, for users outside the SGN, the CTS Service Desk will provide Tier 1 support for Secure Email. The CTS Service Desk, available 24x7, is the single point of contact for Customer requests, problem reporting, escalation, and notification. Regardless of severity or impact, all incidents that fall outside of normal operating parameters will be reported and handled according to established procedures. Contact information for the CTS Service Desk can be found Attachment 2 – Contact List.

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Section 6. Compliance

6.1 Access to Software

Customer acknowledges that CTS licenses third party software 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 it will not, nor will it allow its agents, employees or authorized third parties to decompile, disassemble, reverse engineer or otherwise access the source code of any software provided by CTS whether the software is developed for CTS or licensed by CTS from a third party provider. Customer agrees it will not, nor will it allow the use, copying, modification, rental, lease, sublease, sublicense, or transfer of any software or service provided under this SLA. Customer shall be liable to CTS and/or any third party provider of software for any breach of this provision.

In addition, the Customer certifies that it has the necessary number and type of Microsoft Client Access License's (CAL's) to cover its users and acknowledges that it is the Customer's sole responsibility to maintain an appropriate number and type of CAL's to cover its Users for the duration of this SLA. For users making use of specific features of Exchange (e.g. multiple mailbox search, journaling, and legal hold) an *Exchange Server 2010 Enterprise CAL* is required in addition to an *Exchange Server 2010 Standard CAL*.

Upon notification of termination for any reason of a license held by CTS, the Customer agrees it will not, nor will it allow its agents, employees or authorized third parties to continue to use the licensed product.

Customer must abide by the license, the copyright, and the use of trademarks obligations for any Software provided by the SSE offering. In addition, the Customer agrees that its employees, agents, or authorized third parties will abide by the license, the copyright, and the use of trademarks obligations and pass-through copyright and similar notices. Relevant End User License Agreements for software provided as part of the SSE service are identified in Attachment 3 and posted on the CTS website.

6.2 Public Records Requests

If CTS receives a Public Records request under RCW 42.56 for Customer Records, CTS will refer the requester to the Customer's Public Records Officer. Customer is responsible for providing CTS with current contact information for the Customer's Public Records Officer. (See Attachment 2 – Contact List)

At the request of the Customer's Public Records Officer, CTS will assist the Customer in fulfilling the request. Such consulting and assistance may include such tasks as: restoring mailboxes, desktop support, advice on processing of Public Records, analysis and redaction of CTS data within responsive Public Records. For CTS technical assistance contact the CTS Service Desk (See Attachment 2 – Contact List)

Costs incurred by CTS in assisting with public records requests are Customer's responsibility. Prior to undertaking any such requested assistance, CTS will confirm the Customer request and provide an estimate of the tasks and charges, if any, associated with CTS' assistance.

6.3 Record Retention

CTS will retain Customer Records thirty-one (31) calendar days. CTS will not provide discrete backup storage but instead utilize Exchange 2010 live distributed backups which mean that after thirty-one (31) days, the only Customer Records available will be those archived in WaSERV. During any time period between the Customer migration into Exchange 2010 and prior to implementing WaSERV, CTS will retain the active Customer Records until WaSERV is implemented for the Customer. Compliance with Customer specific records retention schedule

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is the responsibility of the Customer. CTS recommends that Customer use the WaSERV service to manage compliance with specific records retention schedules.

6.4 Subpoenas, Investigations, other Legal Processes

(a) Upon service on CTS of valid legal process for Customer Records:

- CTS will promptly notify the Customer's Public Records Officer.
- CTS will seek advice of, and respond as directed by, CTS assigned assistant attorney general (AAG).
- CTS will encourage its AAG to consult with Customer legal counsel about compliance with legal process. To the extent permitted by law or court order, CTS will notify Customer's Public Records Officer of its planned response in advance.

(b) If CTS is contacted by a law enforcement agency in connection with Customer Records , CTS will refer the law enforcement agency to the Customer's Public Records Officer.

(c) CTS will respond to a request in connection with an internal Customer investigation or personnel matter only if received from an authorized Customer Representative. Customer is responsible for providing CTS with current contact information for the Customer representative (s) authorized to make such requests (See Attachment 2 – Contact List).

6.5 Waiver

If a breach of a provision of this SLA is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

6.6 Severability

If any term or condition of this SLA or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

6.7 Acceptable Use

Customer agrees that its use of the SSE service by its employees, agents, or authorized third parties follows the terms and conditions in this SLA. In addition, Customer agrees it will not, nor will it allow its employees, agents, or authorized third parties to use the SSE service:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the service, or the equipment used to provide the service, by other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the service;
- to test or reverse-engineer the service in order to find limitations, vulnerabilities or evade filtering capabilities.

6.8 Mobile Device Processes

Customer agrees to have a signed request form prior to enabling a Mobile Device for a User. The request form shall include clear notification to the User of at least the following:

- CTS may wipe and/or disable any ActiveSync enabled Mobile Device without any notification if it deems it necessary to protect the integrity of the SSE environment. This may include, but is not limited to, the following situations:
 - Mobile device is compromised.

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- Mobile Device or its use violates state policies or statutes.
- Technical issues which may compromise the integrity of the SSE environment.
- User email account is deleted or disabled.
- User resigns or is dismissed.
- On advice of CTS counsel.
- The Mobile Device is not under the control of a currently authorized User.
- Customer must notify CTS immediately if a Mobile Device is lost, stolen, compromised or no longer in use.
- Customer must surrender the Mobile Device if required for legal or public disclosure purposes.

6.9 SMTP Relay Processes

In the event of issues with Customer email traffic directed to the SMTP Relay, which is causing disruption of the SSE service, the Customer agrees that CTS may block the traffic until such time as the issue is corrected. CTS will lead the effort with Customer and external parties to resolve issues involving blacklisting. This may include, but is not limited to, the following situations:

- Email is resulting in one or more email domains being blacklisted.
- Volume of email is causing issues.
- Malformed emails are causing overall service degradation.

CTS may employ message flow metering techniques appropriately scaled for a customer's application to most efficiently accomplish the transfer of large scale mail operations. By employing such throttling techniques CTS can maintain a good internet reputation and thus protect the messaging interests of its Customers.

In the event CTS discovers evidence of an unintended and uncontrolled message flood caused by infection or compromise of a workstation or server, CTS will contact the Customer technical contact or service desk to alert them of the situation and instruct them to initiate the defensive actions detailed above under section "5.3 Customer Responsibilities."

SHARED SERVICES EMAIL SERVICE LEVEL AGREEMENT

Section 7. Service Levels

7.1 Service Area: SSE

SSE is CTS's centrally managed email and messaging offering for state agencies, boards, and commissions. SSE operates in a secure, consolidated environment and provides features typically provided in a messaging system.

Shared Services Email operates in a consolidated secure environment by:

- Ensuring all components of the SSE Service are available 99.9% of the time in a 24x7x365 environment, excluding scheduled maintenance;
- Providing recovery of deleted mailbox contents for up to thirty-one (31) days 100% of the time;
- Keeping server software releases current to within no more than three versions which are fully supported by the vendor .

Provide professional and reliable customer service by:

- Involving customers in survey contents;
- Obtaining agency CIO customer satisfaction feedback;
- Ensuring an annual customer satisfaction rating of no less than 4.0 on a 5.0 point scale;
- Assisting agencies in developing training plans for Shared Services Email users.

SSE is powered by Microsoft Exchange and provides access to mail via Microsoft Outlook, the Internet through OWA and Mobile Devices.

WaSERV is the enterprise service provided by CTS for email retention and search capabilities. WaSERV is based on the Symantec Enterprise Vault and Discovery Accelerator products to support record retention for Customers.

IronPort Gateway provides virus, spam and content filtering for the messaging environment.

Secure Email Service is the enterprise service provided by CTS for encrypted email between Users and external entities.

7.2 Expected Service Levels

CTS will meet Service Level Performance Measurement Targets as defined in the table below.

CTS Service	Measurement Area	Service Level Performance Measure	Service Level Performance Description	Target Performance Level
Shared Services Email	Operational Efficiency	Exchange Availability	The % of time that Exchange is available excluding scheduled maintenance.	99.9%
		WaSERV Availability	The % of time that WaSERV is available excluding scheduled maintenance.	99.9%
		IronPort Gateway Availability	The % of time that IronPort is available excluding scheduled maintenance.	99.9%
		Secure Email Service Availability	The % of time that Secure Email Service is available excluding scheduled maintenance.	99.9%
	Incident Resolution	Exchange Incident Resolution	The % of Severity Level 1 major incidents resolved within 4 hours or less	90%

SHARED SERVICES EMAIL SERVICE LEVEL AGREEMENT

		WaSERV Incident Resolution	The % of major incidents resolved within 4 hours or less.	90%
		IronPort Incident Resolution	The % of major incidents resolved within 4 hours or less.	90%
		Secure Email Service Incident Resolution	The % of major incidents resolved within 4 hours or less.	90%
	Effectiveness	Customer Satisfaction	The annual overall customer satisfaction level on a 5.0 scale	4.0

**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT
ATTACHMENT 1 – RATES**

The Shared Services Email rates can be found on the CTS website:

<http://cts.wa.gov/products/Communications/SharedServicesEmail.aspx>

**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT
ATTACHMENT 2 – CONTACT LIST**

CTS Contact List:

Signature Authority

Name
Title
Phone (360)
Email

CTS Service Desk

Phone (360) 753-2454 or 1-888-241-7597
Email servicedesk@cts.wa.gov

Billing Contact

Name
Email

Service Owner

Name
Phone
Email

**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT
ATTACHMENT 3 – END USER LICENSE AGREEMENTS**

The following End User License Agreements for software included in the SSE service can be found on the CTS website:

- Microsoft Exchange
[Microsoft Software License Terms - Exchange Server 2010](#)
- Symantec Software License Agreement:
<http://cts.wa.gov/products/Communications/SharedServicesEmail.aspx>
- Secure Email Service Terms of Use for portal
http://cts.wa.gov/products/Communications/secure_email_terms_of_service.pdf