

TERMS OF SERVICE FOR

SDC Facilities Services

This Service is subject to and governed by the Customer's separate signed Master Services Agreement with CTS. This Agreement is entered into between you and CTS for the provision of CTS' Facilities Services.

A. Service Description

The CTS Facilities Service provides data center facilities to customers who wish to locate IT equipment they own and operate in a secure, professionally managed, state-of-the-art data center. CTS' Colocation Service provides space, power, cooling, connectivity, and physical and security for the server, storage, and networking equipment of CTS customers. For descriptions of these services and the service fee structure, please see the Colocation Service web page on the CTS Service Catalog.

B. Availability/Accessibility

The CTS facilities service is available 24x7 including State holidays. Facilities services are fully redundant so routine maintenance windows are not necessary.

C. Charges

The service fees for facilities services can be found on the Colocation Service web page on the CTS Service Catalog.

D. CTS Responsibilities

The SDC is a secure facility that provides 24 X 7 X 365 staffing, specific environmental, fire alarms/suppression, Uninterrupted Power Supplies (UPS), backup generators and a number of other elements required by the mission-critical resources it houses. CTS facilities responsibilities include the following:

1. Maintain Physical Security in the facility

SDC physical security includes controlled access permissions and access request methods, and managed key and/or access card for access control. The following are the general requirements and practices that govern access to the SDC.

Access to the SDC facility - is limited to authorized personnel only. The SDC is physically secured by card-reader door locks and monitored by a 24-hour guard and Physical Security staff. In addition, security cameras provide 24-hour recorded video surveillance of activity within the SDC.

Access to enclosures - is controlled via hard keys which are granted via a preapproved process in which CTS issues proximity badges and grants Customer access to the specific enclosure key. Hard keys are controlled by a key management system.

2. Provide Lockable IT Equipment Enclosures

CTS provides and installs standard IT Enclosures (four post racks). The usable space in a standard IT equipment enclosure is 42 U. The dimensions are 24" wide (outside) x 48" deep. The inside width is adjustable to meet a 19" or 23" requirement. There are lockable doors on the front and back of the enclosure.

Standard Enclosures are available in five (5) different configurations:

- a) Full height enclosure with less than 21 RU utilized and less than 2.5 KW reserved 208 volt redundant power
- b) Full height 42 U enclosure less than 5 KW reserved 208 volt redundant power
- c) Full height 42 U enclosure less than 7.5 KW reserved 208 volt redundant power
- d) Full height 42 U enclosure less than 10 KW reserved 208 volt redundant power
- e) Full height 42 U enclosure less than 12.5 KW reserved 208 volt redundant power

Custom enclosure sizes and power configurations may be available.

3. Conditioned Space

The SDC will ensure temperature and humidity does not deviate from current data center standards detailed in American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRE) Standards.

4. Power

The SDC has Uninterruptible Power Supply ("UPS") systems. UPS systems receive power from both the commercial power utility, and the standby generators. In case of a commercial power failure, the multiple standby generators are available to provide power within 10 seconds of a commercial power outage. The ten (10) second gap is covered by the UPS battery system. During an extended commercial power outage, the diesel generators provide power using the fuel stored on site.

The SDC has a minimum of a two-day (48 hour) fuel supply, with fuel delivery arrangements. CTS provides one, (1) primary and one (1) backup electrical circuit for fail-over per enclosure. Aggregate power draw per enclosure may not exceed the thresholds defined below. The combined circuit current draw of a primary plus backup circuit pair is required to stay within 80% of the primary's circuit's rated value. A customer may consider procurement of additional contiguous space to accommodate power consumption and heat dissipation. CTS may restrict the ability to add additional power circuits or IT Equipment based on power and cooling consumption within the SDC.

CTS will periodically review Customer's usage of primary and redundant circuits to verify that Customer is not overloading the circuit or using backup circuit as a primary source.

5. Shipping and Receiving

CTS provides Facilities Shipping and Receiving for IT equipment. Specific details must be coordinated with the facilities space management team. Failure to do so may result in a delay or refusal of a shipment as a matter of security.

6. IT Equipment Adds, Moves, Changes and Configurations

The SDC facility space management team will work with customers to design and plan all adds, moves and changes of IT equipment in the data center. The SDC Space Management team will install all cabling between enclosures and or have direct oversight of all IT equipment installations.

E. Customer Responsibilities-

1. Abide by CTS physical security procedures that control access to the facility including ensuring enclosures are locked prior to departure.
2. Identify the list of authorized staff to access the facility and systems collocated therein.
3. Define an escalation path outlining who should be contacted and when in the event of problems with systems that are monitored by CTS staff.
4. Provide vendor name, model number, and specifications for equipment to be collocated. Follow documented communications and ticketing processes.
5. Properly configure systems to use the redundant power and network equipment provided in the facility, if the customer chooses redundant power and network connections.
6. Submit all requests for service or emergencies to the CTS Service Desk – servicedesk@cts.wa.gov.

A. Special Terms

1. CTS Provisioning

Customer understands that CTS will make commercially reasonable efforts to provision Service. However, Customer understands that if additional service is ordered it may or may not be possible to provision that service augmentation dependent upon available capacity with the facility. CTS reserves the right to refuse provisioning of service elements that are not in accordance with accepted practices related to electrical and cooling services.

2. Acceptable Use

Customer agrees to be bound to current terms of CTS Acceptable Use Policy. Terms of the Acceptable Use Policy are subject to change without notice. Customer agrees to be bound to any and all versions of Acceptable Use Policy. Current Acceptable Use Policy is as follows:

This CTS Acceptable Use Policy (AUP) sets forth activities and related rules for acceptable use of CTS colocation facilities. All Providers of CTS are required to comply with this AUP and for providing reasonable assistance to CTS in its investigating and resolving issues, problems, and/or complaints arising out of the services provided to SDC Customers. Violation of this AUP is strictly prohibited. In the event of any deliberate, actual or potential violations, CTS reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by CTS, to block any abusive activity, or to take any other actions as deemed appropriate by CTS in its sole discretion. CTS may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations. Unauthorized use of the colocation facilities 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.

CTS neither controls nor accepts responsibility for the content of any communications that are transmitted or made available to SDC Customers.

In addition, CTS expressly disclaims any responsibility for the accuracy or quality of information provided by third parties that may be obtained through the use of the CTS Network or through the service offered in SDC Colocation.

Storage of HIPAA Regulated Information

NO "PERSONAL HEALTH INFORMATION" (AS DEFINED IN 45 CFR SECTION 160.103) OR ANY OTHER INFORMATION REGULATED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) ADMINISTRATIVE SIMPLIFICATION REGULATIONS, 45 CFR PARTS 160, 162 AND 164, SHALL BE STORED IN THE SDC OR CTS COMPUTER EQUIPMENT OR ELECTRONIC MEDIA, OR TRANSMITTED TO OR FROM CTS FACILITY WITHOUT FIRST ENTERING INTO A BUSINESS ASSOCIATE AGREEMENT WITH CTS WITH MUTUALLY ACCEPTABLE TERMS. CUSTOMERS SHALL ENSURE THAT ANY AND ALL INFORMATION REGULATED BY HIPAA IS USED AND DISCLOSED ONLY AS PERMITTED UNDER HIPAA.

Emergency Situations

In an emergency situation, CTS may at its discretion and without prior notice, take emergency intervention steps in a manner deemed appropriate by CTS to expeditiously terminate any threat posed by the emergency situation.

Emergency situations that may require intervention may include, but are not limited to:

- Threats to the life, health, or safety of the public, CTS employees, Customers, contractors, vendors, or other personnel.
- Threats to the safety, stability, availability, or security of the CTS facility, data communications infrastructure, or other CTS Customer's equipment or data.
- Customer's equipment found to be in violation of any applicable law.
- Lawful order(s) from a court, law-enforcement agency, government administrative agency, or other public safety agency with jurisdictional authority.