



**Service Level Agreement (SLA)**

**between**

**Enterprise Systems Group**

**and**

**(dept name)**

**For Legato Backup Services**

**Fiscal Year 2006-2007**

## I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the Legato Backup services to be provided by the Enterprise Systems Group (hereafter referred to as "ESYS") in support of server(s) managed and hosted in the Data Center located in Butte Hall and operated by (dept name) (hereafter referred to as (dept)); and, to delineate the roles, responsibilities, and relationships of each party, as parties to this agreement.

## II. (dept) RESPONSIBILITIES

1. **Designated Contact Person:** (dept) agrees to identify a Primary and Secondary Designated Contact Person (DCP). The Primary DCP will serve as the primary liaison with ESYS for the delivery and conduct of support services. The Secondary DCP will be fully authorized to assume this role in the absence of the Primary DCP. The DCP facilitates the delivery of support services with ESYS by collaborating on priorities, refining requirements, coordinating scheduling, handling procurements, and disseminating information among appropriate staff.
2. **Legato Backup Configuration:** (dept) is responsible for identifying the servers, data file systems and type of data that should be backed up. (dept) is responsible for identifying the number of permanent tapes to store (e.g. one monthly tape archived for one year). ESYS is responsible for the storing the specified file systems to tape nightly. ESYS is responsible for configuring the Legato Backup client software on the server to include the specified file systems.

## III. Definition of Terms

## IV. SCOPE OF SERVICES

### SUPPORTED SYSTEMS & SERVICES:

1). **Definition of Servers :** Each server must have a Legato backup client installed. Please indicate the names of all servers that require the backup agent.

Server Name	Server IP	Server Administrator

2). **Definition of Data :** ESYS needs to determine the quantity and type of data to backup.

Qualification	Quantity of Data
GB's of full data/week on all server(s)	
GB's of differential data/week on all server(s)	
# of files in a full on all server(s)	
# of files in a differential on all server(s)	
Type of Data to be backed up	
What method is currently used to backup any databases?	
Is your data confidential	

(dept name)

**3). Retention of Data :** ESYS and Central Operations need to store and retain your data.

Qualification	Quantity of Data
# of weeks to retain of backup data	

**4). File Systems :** Please specify the file systems to include in the back up.

File System	Quantity of Data

**5). Tape Retrieval:** As part of our monthly backup costs, we will offer two (2) tape retrievals throughout one academic year (July to June) as part of our service. For tape retrievals that exceed two (2) in a given academic year, we will charge one hour for tape retrieval and provide you with a CAF for services rendered. The first two tape retrieval costs will not be a recovered cost for ESYS as it is above and beyond costs that we've recovered. Therefore, if in a given academic year you do not use this service, you will not receive a pro-rata refund.

**6). Tape Pool:** If (dept) data backup needs are less then 200 GB, (dept) data will be interleaved and stored to tape with data from other servers. This tape will not be shared outside of ESYS or COPS with other server administrators. If (dept) desires a dedicated tape be delivered, an additional charge will be made so that ESYS can create a tape without other server information.

### SERVICE HOURS

The Butte Hall Data Center is open during normal campus business hours. The Data Center is monitored 24 X 7 except Thanksgiving and Christmas. ESYS will respond to tape retrieval requests or questions regarding the back up service M to F; 8 to 5 pm during normal campus working days.

ESYS is not responsible for any damages (dept) may suffer as a result of unanticipated service disruption attributed to ESYS or (dept) hardware or software failures. ESYS does not make implied or written warranties for any of our services. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ESYS.

### SERVICE SATISFACTION

(dept) is encouraged to contact ESYS any time they are dissatisfied with the level of service they have received. The preferred approach is to contact the ESYS Manager, who will make every effort to remedy the situation to (dept)'s satisfaction. The ESYS Manager will discuss the problem with (dept) and take appropriate remedial action.

(dept) should escalate any unresolved issues to the Computing and User Support Services Director if satisfactory progress is not being made toward the resolution of their issue.

### V. TERMS

1. **Effective Term:** This Service Agreement is in effect beginning July 1, \_\_\_\_\_ through June 30, \_\_\_\_\_, unless renewed or terminated as described below.

(dept name)

2. **Termination:** One party may terminate this Service Agreement upon the failure of the other party to substantially perform the duties specified in this Agreement. This Service Agreement is terminated 30 days after written notification of this failure, unless the failing party corrects the failure to the satisfaction of the terminating party. On termination, (dept) is only liable for payment for services performed in accordance with the provisions of this Service Agreement prior to the effective date of termination. (dept) will coordinate with ESYS for the removal of their equipment. Appropriate refunds will be processed upon termination.
3. **Amendments:** Changes to this Service Agreement can take place when both parties agree in writing.
4. **Renewal:** (dept) will be given an opportunity to renew/extend the term of this Service Agreement at least 60 days prior to the expiration date. In the event that either party wishes to re-negotiate any terms or conditions of this Service Agreement, they shall notify the other party of the proposed changes and, if required, a meeting will be held to discuss and agree upon revisions to the Service Agreement.

## VI. CONFIDENTIALITY

(dept) acknowledges that ESYS has full, unrestricted management responsibility for (dept)'s server(s), support hardware and operating system software. ESYS agrees to place the highest priority on protecting the confidentiality of data residing on the (dept) server(s). It is similarly acknowledged that ESYS will not permit others to access (dept)'s resources without the express permission of (dept). However, ESYS reserves the right to access (dept)'s resources in the event of an emergency, to act to prevent loss or damage to University resources, and to investigate a suspected incident or legal or policy violation.

I agree to the terms and service described in this agreement.

\_\_\_\_\_  
(name) /date  
Director  
Computing & User Support

\_\_\_\_\_  
(name) /date  
Director  
(dept name)

\_\_\_\_\_  
(name) /date  
Director  
Communications Services