Remote Backup

Service Level Agreement
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1. **Service Overview**

1.1. EIS Remote Backup Service provides a fully managed automated and encrypted online backup and recovery service allowing for critical data and system configuration information to be stored off-site. The service is delivered via the Customer’s internet connection which needs to be a minimum of 4Mb ADSL.

1.2. With effect from the Commencement Date, EIS will provide the Customer with the Services as detailed below on KCC working days and between normal working hours. EIS will use reasonable endeavours to provide the level of Service which relates to the Start to Fix Times (for the avoidance of doubt Start to Fix Times does not mean the time to diagnose and rectify any fault). EIS and the Customer, both acting in good faith, shall endeavour to agree the level of priority to be given to a call for faults identified by the Customer. In the event of disagreement, the matter shall be treated as a dispute and shall be dealt with according to the provisions of the Terms and Conditions document.

2. **Duration of Agreement**

2.1. This Agreement shall continue until terminated in accordance with the provisions of the EIS Terms and Conditions.

3. **Service Availability**

3.1. The EIS Service Desk will be available from 08:00 to 17:00 each KCC working day. There will be a maximum of 2 staff training days per year when the Service Desk will close – these will normally be during school holiday periods.

3.2. With the exception of essential maintenance periods, the service is expected to be available for all users 24 hours per day 365 days per year. Where possible we will provide prior notice of maintenance periods via the EIS website in good time and try to minimise actual outage time. Scheduled backups will occur between 17:00 and 06:00 the following day unless otherwise agreed. Data and system restores will be available during normal KCC working hours only.
4. **Service Provision**

4.1. **Backup:** EIS will install and configure software on each server or device which the school have requested the service for. The client will be set to run at a backup at a specific time between 17:00 and 06:00 hours each week day. The client will calculate the difference between files already backed up and any new files and send the changes to the EIS Storage Platform held at EIS offices in Maidstone via the Customer’s broadband Internet connection. On completion, an automatic email will be sent outlining the process. This email will include any errors or exclusions from the backup. Your email supplier must permit the receipt of items from EIS email accounts and your broadband supplier must allow internet access via ports 80, 9091 and 443 to ensure this service is fully available. The speed of backups and restores will be dependent upon the school’s broadband link.

4.2. **Daily Checks:** EIS staff will check the contents of the daily email and respond to any failures either directly via the backup software or by calling the school and requesting a remote connection. It is likely that most issues will be resolved via the software without the need to contact the school. EIS staff will also investigate if the backup client has failed to run and will run a manual backup if appropriate. EIS will check backups that are scheduled to run on Monday to Friday every week excluding bank holidays. (Backups will still run on Bank Holidays but will not be checked until the first working day following the Bank Holiday).

4.3. **Weekend Backups:** Schools can request the backups be run at weekends as well, for an additional cost. In this case, the backups will not be checked by EIS staff until the next working day.

4.4. **School Holidays:** The scheduled backups will also continue to run during school holiday periods and EIS Service Desk staff will undertake the normal backup checks. Schools wishing to shut down their servers in holiday periods do not need to inform EIS. If a backup fails to run in the holiday period, EIS will make reasonable attempts to contact the school via telephone. If our server monitoring determines that the server is switched off and there is no response to telephone calls, we will not check backups until the commencement of the new term.

4.5. **Security:** Your data will be encrypted using very high security techniques (448 blowfish or better) during the transfer from your systems to the EIS storage platform. It remains encrypted whilst it is stored on our systems. The level of encryption is higher than used by banks and retailers for processing credit card transactions. The data can only be decrypted if it is restored through the client which is setup on the Customer’s computer systems.

4.6. **Data Redundancy:** EIS will copy all data to a second site within a KCC utilised data centre and ensure that all data is transferred in its encrypted state and remains secure at the hosted site.

4.7. **Backup Selection:** When the backup software is installed, we will agree with the Customer which folders and files will be selected for backup. These folders and files will continue to be backed up daily, until otherwise requested by the school. This can include the Active Directory System State on Windows 2003/2008/2012 servers. Customers should not attempt to re-configure the client under any circumstances. EIS cannot be responsible for the contents of the backup should the client be amended unless done so by authorised EIS staff. As the client is password protected, this should not be possible. Schools requiring additional folders to be included after the initial setup should contact the EIS Service Desk. Consideration will need to be given to the data limit agreed when requesting additional folders to be included in the backup.

4.8. **Backup Limit:** EIS and the Customer will agree an upper limit for the total amount of data to be backed up at the commencement of the service. EIS undertakes to contact the school via email or telephone should the backup reach the limit. Backups will fail if the total size of the data jumps to 100% of the agreed limit. It’s possible for a school to purchase additional backup space on any working day, this will become immediately available.

4.9. **Data Retention:** EIS will keep daily backups for up to two months which can be restored by EIS Service Desk. This is one month of daily backups and a “roll up” of files from the end of the previous month.
4.10. **Additional Plug-ins:** EIS will provide plug-ins for Capita SiMS (including FMS and Discover), Exchange Servers, Windows System State, SharePoint and SQL databases. These provide additional functionality to permit the safe backups of those products without the need for the applications to be closed down. This means that backups can run successfully even when staff are using these applications. The Microsoft Exchange single Mail Box plug-in can be requested; this will use Microsoft’s ExMerge utility to create a copy of each individual mail box contained within Exchange. This will provide a faster mechanism for restoring individual mail boxes. Additional space will be required and the Customer will be made aware of the additional cost of this.

4.11. **Restores:** Customers can request a restore of data / systems via our EIS Service Desk. All requests for data restores will be given a “High” priority and will start to fix within 1 business hour. Server failures requiring a restore of Windows 2003/2008/2012 System / Active Directory will be performed on Servers installed by EIS within 3 working days of collection of the server from the school. Servers not originally installed by EIS or Servers not covered by an EIS support contract (Administration or Curriculum) will require the original Windows configuration to be rebuilt by the original installer to exactly the same configuration before the issue occurred causing the need for full restore. EIS will then restore the data and the latest Active Directory / User information. If this is not possible EIS will make an additional charge at our standard daily rate for as long as it takes to rebuild the server and in exceptional cases may lead to EIS not being able to restore the server to working condition. An estimate of cost will be provided for agreement by the schools before work commences on this task.

4.12. **Internet Failure:** EIS will not be responsible for unsuccessful backups when there is a failure in the Customer’s broadband internet connection or link to the EIS centre for whatever reason that failure may be. Where there is a broadband failure, EIS will contact the school to ensure you are aware of the failure and we will run a backup as soon as the broadband connection is re-established. Customers using the Kent Public Services Network should refer to the separate SLA covering that service.

4.13. **Power Failure:** EIS will not be responsible for backups where there is a power outage or infrastructure failure at the Customer’s site for however long this may take to resolve where that affects the connectivity to the EIS storage platform.

4.14. **Global File Exclusions:** MP3 music files commonly used by iTunes and other media players will be excluded from backups as they take up a considerable amount of space and are likely to be downloads or copies of CD’s. Customers may opt to exclude common picture and movie files such as JPG and MOV or AVI to reduce the cost of their backup.
5. Responsibilities

5.1. EIS Responsibilities
- EIS is responsible for the support and maintenance of all servers and services relating to this service.
- EIS aims to provide a customer focused cost effective and high quality of service for the areas of work defined within this SLA.
- EIS will advise the customer of any circumstances that may adversely affect the level of the service being provided.
- When a service interruption happens, EIS will respond urgently to restore the service and will work with 3rd party suppliers to enable this to happen.
- EIS is responsible for the replacement and renewal of all equipment located in the primary and secondary data centres that forms part of the infrastructure support service.
- EIS will help with the future design of IT to meet the schools future aspirations.
- IT Consultants will be provided to help with projects or changes. Standard EIS charges will be applied to projects.
- The maintenance of software code and break/fix of end user handsets is included within the service.

EIS as part of the SLA will ensure that all servers and handsets are running supported software and code in order to maintain a stable operating environment.

5.2. School Responsibilities
- Use the defined processes for logging incidents and service requests.
- Train users in the proper use of devices.
- Provide licenced media for 3rd party software (such as Lync or Jabber).
- Respond to requests from EIS, in relation to a current incident or service request.
- Comply with security and policy requirements set by EIS, KCC or its suppliers.
- Nominate a lead contact with suitable authority to provide liaison between EIS and the school for matters relating to the service.
- Make provision to replace and renew equipment located on the school site that forms part of the telephony service as devices become End of Life/unsupportable.
- Provide prompt access to the school based infrastructure for EIS staff or its subcontractors. This includes an emergency contact for out of hour’s access.
- Agreeing projects and the use of new technology with EIS prior to ordering.

6. Continuous Service Improvement

6.1. EIS will commit to on-going improvements to ensure the services provided keep pace with latest teaching methods and customer needs. We will make use of the latest technology where beneficial to the school and learning.

7. Escalation And Complaints Procedure

7.1. If you are not satisfied with the level of service, please contact the Service Level Manager in the first instance. If you are still not satisfied please escalate to the Service Manager and then the EIS Manager.

A complaints process is available should you wish to log a formal complaint. Please put your complaint in writing to the Service Level Manager to invoke this process.
8. **Appendix 1: Definitions**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“EIS”</td>
<td>Means the unit which is owned and managed by KCC</td>
</tr>
<tr>
<td>“Commencement Date”</td>
<td>As set out in Clause 2.2 of the EIS Terms and Conditions</td>
</tr>
<tr>
<td>“Customer”</td>
<td>Means the person or firm who purchases services from EIS</td>
</tr>
<tr>
<td>“KCC”</td>
<td>Means The Kent County Council, Sessions House, County Hall, Maidstone, Kent, ME14 1XQ</td>
</tr>
<tr>
<td>“Response Times”</td>
<td>Means the response times in the table set out in Appendix 2</td>
</tr>
<tr>
<td>“Start to Fix”</td>
<td>Means the time it takes before an attempt is made to start to fix the issue in the table set out in Appendix 2</td>
</tr>
<tr>
<td>“Services”</td>
<td>Means those services described in this document and any variation agreed in accordance the EIS Terms and Conditions document</td>
</tr>
<tr>
<td>“Software”</td>
<td>Means the Software described in this document</td>
</tr>
<tr>
<td>“Supported Products”</td>
<td>Means the Software and Hardware</td>
</tr>
<tr>
<td>“Terms and Conditions”</td>
<td>Means the EIS Terms and Conditions as amended from time to time by EIS</td>
</tr>
<tr>
<td>“Working Day”</td>
<td>Means Mondays to Fridays (inclusive) excluding any bank and other public holidays</td>
</tr>
<tr>
<td>“Working Hours”</td>
<td>Means 08:00 to 17:00 hours (inclusive)</td>
</tr>
</tbody>
</table>
9. **Appendix 2: Response Times**

**Start to Fix Times**

The “start to fix times” in the table below are during core hours on normal working days (Monday to Friday 08:00 to 17:00).

<table>
<thead>
<tr>
<th>Priority</th>
<th>Relevance</th>
<th>Start to Fix</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Failure of a scheduled backup or restore request</td>
<td>1 hour</td>
</tr>
<tr>
<td>Medium</td>
<td>Partial loss of the backup client - i.e. SiMS plug-in</td>
<td>8 hours</td>
</tr>
<tr>
<td>Low</td>
<td>All other reported issues excluding product enhancements</td>
<td>5 Working Days</td>
</tr>
</tbody>
</table>

**Fix Times**

The “fix times” in the table below are during core hours on normal working days (Monday to Friday 08:00 to 17:00).

<table>
<thead>
<tr>
<th>Priority</th>
<th>Relevance</th>
<th>Start to Fix</th>
</tr>
</thead>
<tbody>
<tr>
<td>High</td>
<td>Failure of a scheduled backup or restore request</td>
<td>8 hours</td>
</tr>
<tr>
<td>Medium</td>
<td>Partial loss of the backup client - i.e. SiMS plug-in</td>
<td>4 Working Days</td>
</tr>
<tr>
<td>Low</td>
<td>All other reported issues excluding product enhancements</td>
<td>10 Working Days</td>
</tr>
</tbody>
</table>

9.1. In the event of a major outage effecting a significant number of schools, EIS will provide an alert on our website and a message on our telephone system. Further updates on the progress of resolving the issue will appear regularly on our website.
10. Appendix 3: Software and Hardware

The range of software available and for which EIS is confident in providing full support is constantly evolving. If a particular product is not listed, please contact us to discuss the level of support we will be able to provide.

EIS Remote Backup compatibility

Software

- EIS will install the backup client software on devices using the following operating systems - Windows 2003/2008/2012 Server, Windows XP, and Windows 7/8/10.