Service Level Agreement
Botany Backup Service

1. **Overview**
   a) Definitions

Term	Description
SLA	Service Level Agreement
UBC	University of British Columbia
UBC IT	UBC Information Technology Services
Botany	Department of Botany, UBC
Botany IT	Botany Information Technology Unit
VS	Virtual Server
VSS	Virtual Server Service
Customer	Owner of the account to Botany Backup Service
DNS	Domain Name System
URL	Uniform Resource Locator
HTTP	Hypertext Transfer Protocol
FTE	Full Time Employee
PI	Primary Investigator

   b) Parties

   The purpose of this SLA between Botany IT and the customer is to establish a statement of targets and protocols for using the Botany Research Data Backup Service as detailed below.

   c) Terms

   This agreement is valid from the date the customer starts backing up data to the storage server, and is automatically renewed each year, for a term of one year, unless otherwise negotiated or terminated.

   d) Intent

   As both parties are fellow members of UBC, the intention of this SLA is, first and foremost, to foster the customer's satisfaction and quality of service, through clarification of both parties' expectations, needs and responsibilities. The policies and procedures outlined in this SLA are intended to ensure that each party is able to meet the other party's needs, in good faith and to the best of their abilities.

2. **Brief Description of the Botany Research Backup Service**
   a) This service is built with the CrashPlan PROe backup software developed by Code 42 Software. More information about this software may be found at http://www.crashplan.com/enterprise/ .
   b) For better redundancy and data integrity, this service has multiple backup destinations: the Biological Sciences Building, Biodiversity Research Centre, and EOAS in UDC. Each user device will be backed up to at least two destinations depend on which department the user belong to. Each destination has one storage server that hosts data archives. The master server (backup.botany.ubc.ca), which has the user, device and licensing database, is a virtual

server provided by UBC IT VSS. Customers may access the web interface of the master server at http://backup.botany.ubc.ca:4280 for account maintenance and data recovery. Slave servers are physical servers located in different buildings.

c) There are two types of customer accounts: a regular account and a research data account. Most customers will get a regular account to back up data in their primary computer(s). Botany Faculty members who have invested in a share of the Botany Storage Cluster may obtain a research data account to back up research data in their lab computers.

d) Both regular account and research data account will have the backup archives stored on at least two backup servers.

e) To use this service, the customer will need to download and install a client side application onto the device that will be backed up. The client side application is available for devices running Windows (both 32bit and 64bit), Mac OS X, Linux, or Solaris operating systems. Users may download the client side application by logging into the web interface of the master backup server at http://backup.botany.ubc.ca:4280.

f) By default each Botany faculty member may have one free regular account to backup data from up to 4 devices, with a total back-up space of 200GB. This service is designated for backing up work related data. We do not have the capacity to back-up non-work related personal data. It is the customer's responsibility to only select appropriate data to back up in the client side application setting. Botany IT staff will assess the customer's need on a case by case basis if the customer requires more back-up space.

g) Faculty members who have invested in the Botany Storage Cluster may obtain one free research data account to back up research data from up to 4 devices in the respective lab. The space quota will be defined by the member's space allocation plan for his/her share of space on the Botany Storage Cluster.

h) In addition to backing up data to our backup servers, the client side application will also allow customers to back up data to an external hard drive connected to the device.

i) User data will be encrypted when it is transferred from the user's device to any of our backup destinations. This data remains encrypted at the destination regardless of whether it is an external hard drive or our backup servers.

j) For a regular account, the client side application will back up selected files to our servers every 15 minutes when there is an appropriate network connection. Users may recover an older version of a file by rolling it back to a specific date and/or time. Users may be able to recovery any file that has been deleted within a period of 6 months. All user data will be preserved for 365 days unless notified otherwise. For a research data account, the default backup frequency is every 4 hours.

k) Users may recover selected files or folders using either the client side application the master server web interface. There is no limit for the client side application in terms of how many files a user can recover. However, there is a size limit of 250MB when users recover files through the web interface.

l) The client side application can back up to or recover user data from this service through any network, including a home network, hotel network, or another University's network in a foreign country, as long as the network is not blocked by their respective internet provider.

m) Users may also restore data or manage accounts through the master server web interface (http://backup.botany.ubc.ca:4280). But access to this web interface is limited to UBC's internal networks. To access the web interface from outside of UBC, users will need to connect to UBC's myVPN network first (please visit http://it.ubc.ca/services/email-voice-internet/myvpn for detailed instructions).

n) For details on how to use this service, please refer to the user manual provided by Botany IT.

3. **Policies and Procedures**

a) For the purpose of this SLA: "normal office hours" are defined as 9:30 am to 5:00pm on weekdays.

b) Customers can send in a request, or report any issues to Botany IT helpdesk by email at helpdesk@botany.ubc.ca . If the applicant of the service request falls under the eligible list defined in **8. Eligibility and Cost**, Botany IT helpdesk staff will create an account for the user within 1 business day; otherwise, the service request will be escalated to the Botany IT Change Advisory Board for approval. Botany IT helpdesk staff will either resolve customer issues or escalate critical issues to the appropriate Botany IT staff within 1 business day.

c) This service is designated for backing up UBC administrative, teaching and research related data. Users should not use it for personal non work related data.

d) Customers may share his/her account with a third party (for example, student, Postdoctoral fellow, or staff under his/her supervision), but Botany IT will only communicate with the main account holder (and/or authorized contact person designated by the account holder) for any related issues (such as username and password). The account owner should relay the information to whomever applicable. The customer is solely responsible for the actions of the third party.

e) Botany IT will work on any issues with the Botany Backup Service during normal office hours, until the issue is resolved. Any reported issues or requests will be considered "normal" priority and dealt with the next-business day, unless it is specified as critical or emergency by the customer.

f) Work requests outside of "normal office hours" will normally be performed on a best effort basis.

g) Botany IT procedures require that Botany IT Advisory Board approval is obtained for any changes to production systems. An affected customer will be notified a minimum of 72 hours in advance of any such scheduled impacts to the system(s). In most instances, provisioning or changes to configuration of a user account and/or recovery of user data will not require Botany IT Advisory Board approval.

h) The Customer agrees to notify Botany IT of any changes to the ownership and purpose of an existing user account, or sharing of the account with any third party.

4. **Availability and Continuity**

a) Botany IT's objective is to provide access to the Backup Service 24 hours per day, every day of the year, except during necessary planned interruptions of service, upgrades, reconfiguration or other unplanned interruptions. Botany IT will minimize the number and

duration of these interruptions. Botany IT will attempt to coordinate with all affected customers to schedule planned interruptions during periods that are least disruptive.

b) For standard support issues, Botany IT commits to a normal first response time of 1 business day during normal office hours. For support issues deemed critical by Botany IT and the customer, Botany IT commits to a maximum first response time of 2 hours; all other issues will be handled during the next business day.

c) Both Botany IT and the customer agree to a planned regular maintenance window every first Sunday of each month from 7:00 pm to 11:00 pm as needed to allow scheduling of regular maintenance changes, patches, upgrades, etc. Both parties must be notified of any such maintenance changes, as well as the planned change schedule.

d) This SLA applies primarily to the specific system described; in the event of service interruption due to other causes, Botany IT is committed to realizing the resumption of the customer's service and support as soon as is reasonably possible.

5. **Security and Privacy**

a) The Servers used by this service are to be configured behind a firewall, restricting access to/from ports, protocols and client IP addresses as appropriate.

b) Application and content level security of the client side devices is the responsibility of customers, unless there is another agreement between the customer and Botany IT.

c) The customer is responsible for understanding and respecting relevant Federal and Provincial laws, UBC's Policy #104, Acceptable Use and Security of UBC Electronic Information and System, and the Information Security Standards published by the Information Security Governance Committee (UBC).

d) While effort is made to secure the system and provide a safe environment, the customers should never assume that their data is in a secure environment or will meet federal, provincial or commercial standards for data protection. Customers are responsible for employing available security mechanisms for protecting the confidentiality and integrity of their own information, where required.

e) Users must notify Botany IT immediately if they suspect that their data or device has been compromised.

f) If Botany IT suspects that the data or/and device has been compromised, the customer will give Botany IT the authority to freeze and isolate the data and/or application from the network due to a security risk. While this is happening, an attempt to notify the account owner will be made.

g) All user data will be stored in an encrypted format. Botany IT staff will only convert the encrypted user data to human readable format when they obtain written approval from the customer. Botany IT staff will not look at the customer's files under any circumstances.

h) If the customer shares his/her account with a third party, it is the customer's responsibility to ensure that all federal and provincial laws, along with UBC policies, are followed by the third party. The customer must also ensure that the third party understands the security and privacy risks of sharing the account.

i) Please note that Botany IT may be forced to hand over account access and records to a third party with approval from the head of unit and the Office of the University Counsel, as defined in the UBC Information Security Standard: Accessing Electronic Accounts and Records. More details about UBC Information Security Standards may be found at http://cio.ubc.ca/securitystandards .

6. **Performance**

Performance of this service relies heavily on UBC VSS, the network speed between the client device and our servers, and the performance of the client device. These factors are beyond the control of Botany IT. Botany IT shall assist the customer and UBC IT in identifying any performance bottlenecks.

7. **Disaster Recovery**
   a) The master server of this service is a virtual server provided by UBC IT Virtual Server Services. The master server relies on the backup solution provided by UBC IT as the disaster recovery method. Up to 12 weeks of weekly snapshots will be saved so that the server can be rolled back to an older state as recorded in a particular snapshot.
   b) Most customer data archives are stored in two of three available locations: the UBC IT Data Centre, the Biological Sciences Building, and the Biodiversity Research Centre. This ensures that we can still recover a customer's data in the event that one of the backup destinations is lost.
   c) User accounts, devices, and licensing database will be copied from the master server in the UBC IT Data Center to the slave server in the Biological Sciences Building once a day. This will ensure that if the master server cannot be recovered through the method described in a), we can still rebuild the service by importing the database into a new master server.
   d) Botany IT will conduct service level recovery (or complete service rebuild) within 3 business days, in the event of a Backup Service interruption. An attempt to notify the account owner will be made while this is under way.

8. **Eligibility and Cost**
   a) All Botany professors and instructors are eligible customers for one free regular account per FTE.
   b) All Botany research faculty members who have invested in the Botany Storage Cluster may obtain one free research data account.
   c) As sub units of Botany, UBC Herbarium and the Bio-imaging facility are also eligible customers for one free regular account per unit.
   d) There are a small number of accounts currently used by other organizations (such as UBC Botanical Garden, Faculty of Sciences Dean's office, and Department of Earth, Ocean & Atmospheric Science), based on specific agreements between Botany and the corresponding organization, or as per instruction from the Botany Head.
   e) By default, each regular account has a 200GB space limit. Botany IT will assess additional need on a case by case basis. Quota for a research data account is defined by the specific

space allocation plan provided by the PI for that research lab, provided that the PI has invested in the Botany Storage Cluster for his/her share of storage space.

f) All Botany eligible customers may purchase additional backup accounts at a yearly cost of $60 per account. Each account can back up a maximum of 4 devices.

g) Customers from other organizations must obtain approval from the administrator of that organization first for additional accounts.

h) Any request from customers in other organizations will be escalated to the Botany IT Advisory Board.

9. Cancellation, Termination, and Suspension of Service

a) Botany IT may terminate, restrict or suspend use of the Botany Backup Service if the customer's use violates UBC's Policy #104, Acceptable Use and Security of UBC Electronic Information and System, federal laws, provincial laws, or any of the terms and conditions within this Agreement.

b) Botany IT reserves the right to refuse or terminate service to the customer with 90 days written notice, if the customer is deemed, at the sole discretion of Botany IT, to have a negative impact on the operation of the Service.

c) Botany IT reserves the right to freeze and isolate the account or archive data of customers without prior notice if customers' accounts or archive data cause problems on the network or to the Backup Service.

d) The parties may, at any time, in mutual consultation and agreement, terminate this agreement. A written notice must be issued to the other party one month prior to the termination.

e) By default, a customer's archive data will remain on our backup servers for 30 days after termination of this agreement, unless the customer requests for the data to be removed from the service sooner.

10. Force Majeure

Neither Botany IT nor the customer shall be liable for any delay, interruption or failure in the performance of the stated obligations if it is caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by failure to pay, labour disputes, or other similar events beyond the control of the affected parties that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the affected party shall promptly notify the other and provide adequate information on the particulars of the event. The affected party shall make a reasonable effort to avert or remedy the event.

11. Unenforceable Provisions

If any part of the Terms and Conditions is found to be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of the part that is invalid or unenforceable, without in any way affecting the remainder of the Terms and Conditions.