

**Interactive Technologies
SERVICE LEVEL AGREEMENT**

**Services:
MULTIMEDIA SERVICES
Maintenance Work**

**Customer: WASHINGTON STATE LOTTERY
DIS Service Level Agreement Number: 2005-001
DIS Customer Service Agreement Number:**

1. Purpose

This Service Level Agreement Number (SLA) is executed by the Department of Information Services, Interactive Technologies (DIS) and Washington State Lottery (customer) pursuant to the terms and conditions of Customer Service Agreement (CSA). The parties acknowledge they have read and understand the terms and conditions in the CSA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA. This SLA sets forth the obligations of the parties with respect to DIS' provision of multimedia services to the Customer.

2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties through **December 31, 2005**, unless extended or terminated upon written notification to the other party.

3. Scope of Work

3.1 Service/Project: DIS shall provide web maintenance services to the Washington State Lottery pursuant to signed work orders that will be attached to this Service Level Agreement as an amendment to the SLA. Each amendment to the SLA will include a description of the service to be provided, the deliverables, the hours to perform the service, the time period and the cost.

3.2 Carlene Covey will be the Project Manager for DIS/Multimedia and the single point of contact.

3.3 Deliverables: Will be determined by services requested by Lottery and documented in an amendment to this SLA.

3.4 Customer Responsibilities: Review materials provided by DIS and provide feedback consistent with the projects timeline. Provide all content in digital format, to the DIS/Multimedia Project Manager.

4. Pricing and Service Fees

Pricing will be at the rate of \$100 per hour for DIS staff time.

5. Billing/Invoicing

Billing/invoicing will be in accordance with procedures outlined in the above referenced CSA and additional terms and conditions listed here. Customer will normally be billed monthly for services rendered during the month. In case of cancellation by the Customer, the Customer will be billed in full for services rendered prior to time of Customer's cancellation.

6. Release

Customer warrants that it has the rights to modify and publish any materials and information provided to DIS for the website.

7. Rights in Data

- 7.1 The final product which is a result of the work performed under this SLA shall be “works for hire” as defined by the US Copyright Act of 1976 and shall be owned by the Customer and licensed to DIS on a perpetual, nonexclusive, royalty-free basis.
- 7.2 Source Materials that originate from work performed under this SLA shall be “works for hire” as defined by the US Copyright Act of 1976 and shall be owned by DIS. DIS grants a perpetual royalty-free license to the Customer to use these Source Materials.

Source Materials shall include, but may not be limited to, all information captured on any magnetic or other media such as film, tapes, diskettes, sound reproductions, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, graphics, and user interface used in the development of the final product. Ownership includes the right to copyright or patent and the ability to transfer these rights.

- 7.3 Materials contained in the final product which are a result of the work performed outside of this SLA shall be “works for hire” as defined by the US Copyright Act of 1976 and shall be owned by DIS and licensed to the Customer on a perpetual, nonexclusive, nontransferable, royalty-free basis.
- 7.4 Materials which the Customer delivers to DIS under this SLA, but which do not originate therefrom, shall be transferred to DIS with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; PROVIDED, that such license shall be limited to the extent which the Customer has a right to grant such a license.

The Customer retains ownership of this material. The Customer shall exert all reasonable effort to advise DIS at the time of delivery of data furnished under this contract, of all known or potential infringements of privacy or other intellectual property contained therein and of any portion of such document that was not produced in the performance of this contract. DIS shall receive prompt written notice of each notice or claim of copyright infringement received by the Customer with respect to any data delivered under this SLA. DIS shall have the right to modify or remove any restrictive markings placed upon the data by the Customer.

8. Modifications/Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

9. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

10. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:



Primary Customer Contact Name:

Agency/Division:

Address:

Phone:

e-mail:

Terry Rudeen

Washington's Lottery

PO Box 43045

Olympia, WA 98504-3045

360-664-4708

terryrudeen@walottery.com

Primary DIS Contact Name:

Address:

Phone:

Fax:

e-mail:

Carlene Covey

DIS-Interactive Technologies

PO Box 42445

Olympia, WA 98504-2445

360-725-5318

360-586-3595

carlenec@dis.wa.gov

11. Authorization/Acceptance

This SLA and the underlying CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Execution of this SLA by both parties constitutes an addendum to the underlying CSA, which remains in full force and effect, except as may be specifically modified and agreed to between the parties within this SLA. Customer hereby authorizes DIS to perform the services described. The parties hereby acknowledge and accept the terms and conditions of this SLA.


AGREED:

WASHINGTON STATE LOTTERY

 2/7/05
Signature Date

Terry Rudeen
Acting Information Services Director
Washington's Lottery

STATE OF WASHINGTON
DEPT OF INFORMATION SERVICES

 2/10/05
Signature Date

Renee Klosterman
Multimedia Production Manager
Interactive Technologies

This Service Level Agreement form has been approved as to form by Chip Holcomb, Assistant Attorney General, on January 7, 2000.



**INTERACTIVE TECHNOLOGIES SERVICES DIVISION
SERVICE LEVEL AGREEMENT
AMENDMENT**

Secure Access Service - Fortress Anonymous	<i>Washington State Lottery</i>
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Service Level Agreement Amendment Number: 01
DIS Service Level Agreement Number: 2003-003
DIS Customer Service Agreement Number: 1160-0

This Amendment documents the parties' mutual agreement to modify DIS Service Level Agreement Number 2003-003 dated *February 27, 2003* (SLA), between the Department of Information Services (DIS) and *Washington State Lottery*. The SLA for *Fortress Anonymous secure access services* is hereby amended as follows:

1. The parties agree that all reference to Fortress Anonymous secure access services, is now known as Secured Gateway Services.
2. Section 3 "*Scope of Work*" shall be deleted in its entirety and replaced with the following:

DIS shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth below.

3.1 Service/Project Overview

DIS provides a secured gateway services to Customer web applications that require no authentication of anonymous users to public (non-confidential) data but require protected access from unauthenticated users outside the state government network (SGN). Secured Gateway is a form of reverse proxy that hides the IP address and location of web resources (Web, Multimedia, Database, etc.) from the Internet. Only the web traffic sent to the gateway will be forwarded to the protected resources on the State Network. These protected resources always send their responses back to the gateway, which then forwards then responses on to the user on the Internet. The end user will see the responses as if they came from the gateway, not the protected web resource.

3.2 Objectives

The Secured Gateways allow business and citizens to access multiple government services via the Internet, using either the reverse technology to protect the identity of state resources (fortress anonymous), a single userID and password that they create themselves, or a digital certificate.

- These gateways protect the location of network resources, data applications and authenticated users by masking the URL.
- Authenticates users at the security gateway before allowing access to requested services.
- Allows only authorized users to access agency applications based on agency approval and access control.
- All gateways comply with state of Washington ISB IT Security Policy and Standards.

3.3 DIS' Responsibilities

DIS shall:

- i. Assure that the production servers will be available 24-hours, 7-day-a-week.
- ii. Provide and maintain the Secured Gateway hardware platform.
- iii. Provide and maintain the Secured Gateway software operating system environment.
- iv. Log all accesses through Secured Gateway.
- v. Assure customers are able to manage their Secured Gateway accounts via an Internet browser by maintaining program interoperability with current browser versions and releases.
- vi. Assure that customers are able to view, create, modify, and delete large numbers of userids through non-interactive processes (i.e. batch).
- vii. Manage the production server physical environment, which may include:
 - a. Assuring only DIS authorized personnel are allowed access by means of electronic monitoring and security guards.
 - b. Environmental controls and monitoring of Data Center physical environment
 - c. Maintaining fire detection and suppression systems
 - d. Providing conditioned power
 - e. Using only un-interruptible power supply.

a. DIS Secured Gateway Does Not Include:

- i. Subscriptions to Internet services, SSL enablement certificates, databases and applications;
- ii. Help desk support for client applications (i.e., help configuring Netscape/Explorer browser software or help configuring client firewalls, etc.);
- iii. Support for Java Applet network connections;
- iv. Internet or Network Access;
- v. Implementation and management of Customer application programs;
- vi. Any guarantee that cookie-based applications will work through the proxy ports.

3.4 Customer Responsibilities:

The Customer shall:

- i. Demonstrate functionality of the application it proposes for secure access prior to Secured Gateway implementation.
- ii. Provide all necessary technical information to DIS necessary to set up Secured Gateway.
- iii. Assure its browser selection is compatible with Secured Gateway.
- iv. Review, with DIS, any changes to this Customer architecture that could compromise the security of Customer or DIS' system or result in system and access problems.
- v. Be responsible for restricting access to State servers by policy, rules, filters and/or other reasonable methods. The filtering will be documented showing the real Customer address (es), the address (es) of the State server(s) and the services (telnet, FTP, WWW, etc) allowed.
- vi. Be responsible for securing their organization's computer resources against all unauthorized access or usage from within the State Government network.

vii. Provide DIS with current contact information for use by the DIS Support Center (Help Desk) to alert the Customer of Secured Gateway problems.

3. Section 12 "Pricing and Service Fees" shall be deleted in its entirety and replaced with the following:

The Customer will be charged the then current rate for the service they are receiving. Rates will be updated every biennium. Proposed information about Rate Day is located at <http://www.ofm.wa.gov/budget/rateday/default.asp>. If the Customer adds an application during the biennium, there is no additional charge.

All other terms and conditions of the original SLA, as amended, shall remain in full force and effect.

This Amendment, effective *July 1, 2007*, is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DIS and *Washington State Lottery*.

APPROVED

State of Washington
Department of Information Services



Signature

Phil Davis

Print or Type Name


SGS Manager

Title

9/10/08
Date

APPROVED

Washington State Lottery



Signature

Terry Rudeen

Print or Type Name

Information Services Director

Title

9/4/2008

Date