

**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT**

VERSION 1.0 (08.01.2011)

BETWEEN

DEPARTMENT OF INFORMATION SERVICES

AND

[CUSTOMER]

SHARED SERVICES EMAIL SERVICE LEVEL AGREEMENT

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**SHARED SERVICES EMAIL
SERVICE LEVEL AGREEMENT**

<u>Section 1. The Agreement</u>	Service Level Agreement Number: <unique number identifier>
	Customer Service Agreement Number: <OFM unique Customer identifier>

1.1 Purpose

The purpose of the Service Level Agreement (SLA) is to establish general standards and expectations applicable to Shared Services Email (SSE). Prior to entering into this SLA Customer certifies they it is eligible to receive services from the Washington State Department of Information Services (DIS), has a current Customer Service Agreement (CSA), and acknowledges it has read and understands the terms and conditions therein.

1.2 Parties

This Service Level Agreement (SLA) is entered into by and between the Washington State Department of Information Services (DIS), an agency of Washington State government located at 1110 Jefferson St. SE, Olympia, WA 98504-2445, and [Customer], as certified above, located at [Customer's address] for the purpose of providing Shared Services Email.

1.3 Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. Any such modifications will be in the form of an amendment to this SLA and will take precedence over the applicable section(s) of the SLA. Changes to Attachment 2 – Contact List can be made by unilateral written correspondence from party's authorized signatory.

1.4 Payment and Billing

A summary of the total monthly service fee is set forth in Attachment 1 – Rates of this SLA.

During the month of installation, if installation is completed on or before the 15th, the entire month will be billed. If installation is complete on or after the 16th, billing will begin the following month. Thereafter, billing for this service will be on a monthly basis.

1.5 Entire Agreement/Acceptance of Terms

This SLA and the underlying CSA constitute the entire agreement between DIS and the Customer, and supersedes all other communications, written or oral, related to the subject matter of this SLA. Execution of this SLA constitutes an addendum to the underlying CSA and the CSA remains in full force and effect. DIS and the Customer hereby acknowledge and accept the terms and conditions of this SLA. If there is a conflict of interest between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

1.6 Term and Termination

The term of this Service Level Agreement is effective upon the date of execution by both parties and will expire at the end of sixty (60) months, unless an extension is agreed to and signed by both parties. Either party may terminate this agreement with sixty (60) days written notification to the other Party with a courtesy copy of the notice to the DIS Service Desk unless otherwise provided within this SLA.

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1.7 Definitions

“**Availability**” shall mean the degree to which the service is capable of being used as described in this agreement.

“**Backup**” shall mean a copy of data that is used to restore the original after a data loss event.

“**CAL**” shall mean a Microsoft Client Access License that allows use of the Exchange environment and its functionality.

“**Customer**” shall mean the state or local entity eligible to receive services from DIS that is a Party to this SLA.

“**Customer Help Desk**” shall mean the customer service that provides initial support and assistance to users when an issue or question arises concerning the use or functionality of the products and services provided under this agreement.

“**Customer Records**” shall mean records stored in the SSE environment on behalf of the Customer.

“**DIS Service Desk**” shall mean the service provided by DIS for Customer incident and problem reporting, escalation, and notification.

“**Downtime**” shall mean the duration of time the service is unavailable for use excluding scheduled maintenance. This may be due to a scheduled activity or an unscheduled incident.

“**Exchange**” shall mean the Microsoft Exchange software product for providing server based email to enterprises. It includes all successor products.

“**Mailbox**” shall mean the data store within Exchange that holds the users or resources email’s and related data.

“**Outlook**” shall mean the Microsoft Outlook software product for providing client email access on the desktop to enterprises. It includes all successor products.

“**OWA**” shall mean the Microsoft Outlook Web Application software product for providing client email access from the Internet to enterprises. It includes all successor products.

“**Public Records**” shall mean any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. For the office of the secretary of the senate and the office of the chief clerk of the house of representatives, public records means legislative records as defined in [RCW 40.14.100](#) and also means the following: All budget and financial records; personnel leave, travel, and payroll records; records of legislative sessions; reports submitted to the legislature; and any other record designated a public record by any official action of the senate or the house of representatives.

“**Resource Mailbox**” shall mean the system/group mailboxes for facilities or equipment.

“**User**” shall mean a current or past employee, volunteer, contractor, or any other person working at the direction of the Customer and using Mailbox(es).

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“Vault” shall mean the Symantec Enterprise Vault software product and any successor products.

“WaServ” shall mean the enterprise service provided by DIS for email retention and search capabilities.

Section 2. Email Shared Service Overview

2.1 Description

Shared Services Email (SSE) is the centrally managed email and messaging offering for more than 90 agencies, boards, and commissions of the State of Washington. It provides a consolidated and secure messaging infrastructure with the potential for supporting over 75,000 mailboxes. To provide the greatest flexibility and responsiveness for the agencies this service is designed to be highly available and includes the ability to access email from both the state network and the internet via Outlook, Outlook Web Application (OWA) and mobile devices. The service incorporates a [delegation model](#) that allows for the distributed administration of various components by agencies. (See Agency Delegated Administrator Guide at http://ittransformation.wa.gov/sharedservices/SS_EmailCustomerReadiness.aspx).

SSE includes the features and products listed below:

Features
User mailbox provisioning and management
Interagency calendaring and scheduling
Statewide Global Address Book
Web and Mobile Access
Public Folder Support
Antivirus and Spam Control
Physical and network security
Centralized SMTP email relay
24x7x365 Support
High Availability
Disaster Recovery
Hardware and network monitoring
Operating system and utility software maintenance, patching, upgrading and monitoring
Application software maintenance, patching, upgrading and monitoring
Products
Microsoft Exchange
Symantec Enterprise Vault
Symantec Discovery Accelerator
IronPort
RIM BES (Optional Use)
Secure Email – TBD (Optional Use)

The environment will include support for approved applications. This support will include the use of multiple DNS mail exchanger records (MX records) for applications which require them. This consolidated environment will enhance interagency collaboration through simplified address access and scheduling. A centralized enterprise email infrastructure will reduce operating costs and increase efficiencies across the state by leveraging

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increasingly scarce staff resources. The service will continue to explore ways to achieve greater economies of scale and reduce cost per user, while providing additional functionality in the future.

2.2 Limits on Scope

The following is a list of specific features and activities that are included or excluded under this offering. This list is intended to provide guidance on the limits of coverage that can be expected under this offering. The list will be updated in the future as other features and activities are identified for inclusion or exclusion.

Included
Assistance in initial installation, configuration, updates, and troubleshooting of email clients.
Assistance in connection to email services and troubleshooting associated problems.
Assistance with interoperability of agencies approved applications.
Assistance in resolving email delivery problems.
A default storage limit of 1GB per mailbox.
A default limit of 30MB per message.
Excluded
Support and troubleshooting typically done by a local administrator or local desktop support staff.
Responsibilities of the Customer Helpdesk are defined in Section 5.2 .
Centralized fax services for the sending and receiving faxes.
Desktop workstation hardware support.
Configuration of agencies application software.

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Section 3. Performance Reporting

DIS will create monthly reports and make them available with measures for the following targeted areas:

3.1 Size/Scale

- Volume of email traffic.
- Volume of blocked messages from the internet.
- Volume of blocked messages by Customer.
- Number of Exchange mailboxes by Customer.
- Number of WaServ mailboxes by Customer.
- Total amount of data stored by Customer.

3.2 Availability

- Percentage of availability excluding scheduled downtimes and maintenance windows.

3.3 Defect rates

- Number and duration of Exchange software failures and/or errors that caused a disruption of service.
- Number and duration of Vault software failures and/or errors that caused a disruption of service.
- Number and duration of hardware failures and/or errors that caused a disruption of service.
- Number and duration of other failures and/or errors that caused a disruption of service.

3.4 Customer Responsiveness

- Number of incidents by Customer.
- Average time for initial response.
- Number of tickets closed within 24 hours
- Percentage of tickets closed within 24 hours.

3.5 Continuous Improvement

- Number of *Requests for Change*.
- Number of approved *Requests for Change*.
- Number of successfully completed *Requests for Change*.

DIS will create quarterly reports and make them available with measures for the following targeted area:

3.6 Customer Satisfaction

- Quarterly customer satisfaction survey of random sample of the current users of SSE.

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Section 4. Service Management

4.1 Availability Management

DIS provides service support 24x7 including State holidays. The system(s) defined in this Service Level Agreement will be available 24x7 with the exception of scheduled maintenance as defined herein.

DIS staff provides 24x7 electronic monitoring of managed system availability using:

- Tools that provide central reporting on the status of server hardware;
- Tools that provide central reporting on the status of server software;
- Application and system event logs providing date, time, and name of process monitored;
- Tools that identify hardware failure and pre-failure conditions;
- Software that measures the availability and responsiveness of servers, applications, and databases

4.2 Change Management

DIS follows Change Management practices in accordance with DIS [Information Technology Service Management Operations Manual \(ITSMOM\)](#). All changes to State Data Center computing and network environments are managed to promote or provide stability and minimize the impact of the changes to DIS customers.

4.3 Incident Management

DIS follows standardized Incident Management practices in accordance with DIS [ITSMOM](#) in order to restore normal service operation as quickly as possible and minimize the adverse impact on business operations.

- DIS provides Incident Monitoring, Detection and Tracking
- DIS provides Incident Investigation & Diagnosis
- DIS provides Incident Resolution & Recovery

4.4 Problem Management

DIS follows Problem Management practices in accordance with DIS [ITSMOM](#).

- DIS provides automated event-driven problem management through the use of monitoring tools.
- DIS provides Customer notification as soon as practicable of identified events that have or may have an adverse affect on service delivery to customers.
- DIS provides Customer notification of system failures and outages.
- DIS provides Customer problem resolution satisfaction by tracking, alerting, escalating, and solving problems.
- The DIS Service Desk is the single point of contact for Customer problem reporting, escalation, and notification.
- For events that have an adverse effect on the Customer, DIS will make every effort to provide information on the root cause, corrective action taken, and actions planned for prevention of reoccurrence, within 72 hours of the recovery from the event.

4.5 Security Management

DIS provides Security Management processes in accordance with the [DIS ITSMOM](#) to ensure that information is managed securely for this service.

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- DIS provides a security system infrastructure that protects its Customers from unauthorized external access to or broadcast on the Internet of the Customer's intellectual property, and proprietary or confidential data.
- The current access control method is through the use of the Enterprise Active Directory, in accordance with the Washington State Information Services Board (ISB) [IT Security Standards](#).
- DIS technicians access to data is in accordance with ISB Standards.
- All remote access (e.g., Mobile Devices, OWA) is in accordance with ISB Standards.
- If the content of the email is subject to federal, state, or local regulations or standards, it is the Customer's responsibility to comply with the applicable regulations or standards.
- DIS provided security system infrastructure is located within the State Data Center.
- Physical access to the State Data Center is granted only to personnel who have been authorized by DIS.
- DIS will secure the platform against known security risks. Any observed security breaches or unusual suspicious activity will be reported to the Customer.
- The compromise or suspected compromise of Customer data will be reported to the customer within one (1) business day of discovery.
- DIS and the Customer will cooperate in efforts to maintain platform and network security including patch management.

4.6 Physical Environment Management

DIS provides Physical Environment Management in accordance with best practices so that the service is managed effectively and securely.

- Rack mounted computer systems;
- Environmental controls and monitoring of State Data Center physical environment;
- Fire detection and suppression systems;
- Conditioned power;
- Un-interruptible power supply;
- Raised floor; and
- Restricted and electronically monitored physical access to the State Data Center.

4.7 Standard Maintenance

In order to appropriately manage a highly available Exchange environment there will be occasional, brief (1-2 minute) interruptions of service to individual mailboxes for standard maintenance (e.g., creating a new mailbox, creating a new database for expansion, moving a mailbox from an over-utilized server to an under-utilized server). These interruptions will not prevent the use of the email client when in cached mode and will not result in the loss of any data. When possible these activities will be performed after regular work hours. Any activity during these interruptions will be queued and processed after the interruption. These standard maintenance activities will minimize the number and duration of scheduled maintenance windows.

4.8 Scheduled Maintenance

In order to provide the best customer service, scheduled maintenance windows will be established to perform the required service maintenance for operational health of the environment. The standard change management processes will be followed for all changes. DIS will seek to avoid any possible service interruptions in any changes proposed during these windows, and advise if there is an expected outage.

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Exchange, WaServ, and IronPort

- All scheduled maintenance will follow DIS standard practices for change management as described in the [ITSMOM](#), including notification of Customer of possible impacts to the service. To support the change management process a maintenance window for this service is established between Sunday 10:00 AM to Sunday 4:00 PM. This scheduled maintenance window will only be used when necessary (e.g., hardware and software upgrades, software patches, faulty hardware replacement, application changes).

4.9 Emergency Maintenance

In order to provide the best customer service, emergency maintenance will be performed only when necessary for the operational health of the environment. If practical, Standard or Scheduled Maintenance will be used. If it is not practical to use Standard or Scheduled Maintenance, Emergency Maintenance will be performed according to the procedures outlined in [ITSMOM](#).

4.10 Service Restoration

The SSE service is highly available and designed with multiple standby copies of the mail data stores maintained online. Disaster recovery will entail the activation of connectivity to the appropriate standby copy of the data stores. SSE service restoration is Customer independent; with all agencies merged into a single environment all agencies will become available simultaneously. Due to the unknown characteristics of a disaster it is impossible to determine what the actual duration of an outage will be. The following guidelines reflect a reasonable estimate of duration:

- Short duration outage (e.g., loss of a single server) - outage of less than one hour.
- Moderate duration outage (e.g., loss of a single data center in Olympia) - outage of less than eight hours.
- Long duration outage (e.g., loss of a both data centers in Olympia) - outage of less than 14 days.

To accommodate the variety of possible scenarios which could require restoration of the SSE service, DIS follows industry standard practices for system, application and data backup. DIS performs backups of systems and applications with appropriate onsite and/or offsite storage for all managed servers and data. In the event system restoration is needed, DIS shall provide all necessary resources to restore systems as required.

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Section 5. Support

5.1 Customer Administrator

Customer delegated administrators will be provided with a provisioning tool that will allow functions, such as: add users, change user information, assign user security, administer public folders, and create public distribution lists. The Customer will have the ability to limit users from sending e-mail to the Internet. The Customer will not be able to restrict users from sending e-mail to any other users within the SSE environment. The Customer will be able to control remote access to e-mail by individual users. This limitation can be defaulted to “no access,” with access granted on an individual basis; or be defaulted to granting everyone access and denial of access on an individual basis. The Customer is responsible for the actions of its users and administrators. DIS reserves the right to terminate the access of a Customer’s user or administrator in the event of any actions that threaten the integrity or stability of the SSE environment.

5.2 Customer Helpdesk

Customers are responsible to provide Tier 1 support to its users. This includes support for first contact with users who are experiencing an issue. Customer-provided support will include workstation/client PC support including Outlook. At a minimum, the following is a summary of the Tier 1 troubleshooting activities that the Customer will perform:

- Creating & Deleting User ID
- Profile Setup on Workstations
- Distribution Lists: Setup, additions, deletions
- User Support including OWA
- Troubleshooting/Problems with Client Installation or Profile
- Network connectivity including connectivity to the Exchange Environment and VPN access
- Email issues including Receiving, Sending, and Lost or Deleted Email
- Performance /Slowness Issues
- Offline Storage Table (OST) file Issues
- Updating/Troubleshooting Address Book

5.3 DIS Service Desk

Should the Customer be unable to resolve the problem after completing Tier 1 troubleshooting activities, the Customer Helpdesk will escalate the matter to the DIS Service Desk. The DIS Service Desk, available 24x7, is the single point of contact for Customer requests, problem reporting, escalation, and notification. Regardless of severity or impact, all incidents that fall outside of normal operating parameters will be reported and handled according to established procedures. Contact information for the DIS Service Desk can be found Attachment 2 – Contact List.

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Section 6. Compliance

6.1 Access to Software

Customer acknowledges that DIS licenses third party software for the purpose of providing services to its customers. Customer may access such software as part of the services provided to the Customer hereunder. Customer agrees it will not, nor will it allow its agents, employees or authorized third parties to decompile, disassemble, reverse engineer or otherwise access the source code of any software provided by DIS whether the software is developed for DIS or licensed by DIS from a third party provider. Customer shall be liable to DIS and/or any third party provider of software for any breach of this provision.

In addition, the Customer certifies that it has the necessary number and type of Microsoft Client Access License's (CAL's) to cover its users and acknowledges that it is Customer's sole responsibility to maintain an appropriate number and type of CAL's to cover its Users for the duration of this SLA. For users making use of specific features of Exchange (e.g. multiple mailbox search, journaling, and legal hold) an *Exchange Server 2010 Enterprise CAL* is required instead of an *Exchange Server 2010 Standard CAL*.

6.2 Public Records Requests

If DIS receives a Public Records request under RCW 42.56 for Customer Records, DIS will refer the requester to the Customer's Public Records Officer. Customer is responsible for providing DIS with current contact information for the Customer's Public Records Officer. (See Attachment 2 – Contact List)

At the request of the Customer's Public Records Officer, DIS will assist the Customer in fulfilling the request. Such consulting and assistance may include such tasks as: restoring mailboxes, desktop support, advice on processing of Public Records, analysis and redaction of DIS data within responsive Public Records. For DIS technical assistance contact the DIS Service Desk (See Attachment 2 – Contact List)

Costs incurred by DIS in assisting with public records requests are Customer's responsibility. Prior to undertaking any such requested assistance, DIS will confirm the Customer request and provide an estimate of the tasks and charges, if any, associated with DIS' assistance.

6.3 Record Retention

DIS will retain Customer Records thirty-one (31) calendar days. DIS will not provide discrete backup storage but instead utilize Exchange 2010 live distributed backups which mean that after thirty-one (31) days, the only Customer Records available will be those archived in WaServ. During any time period between the Customer migration into Exchange 2010 and prior to implementing WaServ, DIS will retain the active Customer Records until WaServ is implemented for the Customer. Compliance with Customer specific records retention schedule is the responsibility of the Customer. DIS recommends that Customer use the WaServ service to manage compliance with specific records retention schedules.

6.4 Subpoenas, Investigations, other Legal Processes

(a) Upon service on DIS of valid legal process for Customer Records:

- DIS will promptly notify the Customer's Public Records Officer
- DIS will seek advice of, and respond as directed by, DIS assigned assistant attorney general (AAG). DIS will encourage its AAG to consult with Customer legal counsel about compliance with legal process. To the extent permitted by law or court order, DIS will notify Customer's Public Records Officer of its planned response in advance.

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(b) If DIS is contacted by a law enforcement agency in connection with Customer Records , DIS will refer the law enforcement agency to the Customer's Public Records Officer.

(c) DIS will respond to a request in connection with an internal Customer investigation or personnel matter only if received from an authorized Customer Representative. Customer is responsible for providing DIS with current contact information for the Customer representative (s) authorized to make such requests (See Attachment 2 – Contact List).

6.5 Assignment

DIS will assign its interest in this SLA on October 1, 2011, to the newly created Consolidated Technology Services (CTS) (see SB5931). Thereafter, this SLA may not be assigned by either party to a third party without the prior written consent of DIS/CTS and Customer.

6.6 Waiver

If a breach of a provision of this SLA is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

6.7 Severability

If any term or condition of this SLA or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

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Section 7. Service Levels

7.1 Service Area: Shared Services Email Services

Shared Services Email is DIS's centrally managed email and messaging offering for state agencies, boards, and commissions. Shared Services Email operates in a secure, consolidated environment and provides features typically in a messaging system.

Shared Services Email is powered by Microsoft Exchange and provides access to mail via Microsoft Outlook, the Internet through OWA and mobile devices.

- Shared Services Email operates in a consolidated secure environment by:
 - Ensuring Shared Services Email is functional 99.9% of the time in a 24x7x365 environment, excluding scheduled maintenance.
 - Providing recovery of deleted mailbox contents for up to thirty-one (31) days 100% of the time;
 - Keeping server software releases current to no more than three releases which are fully supportable;
- Provide professional and reliable customer service by:
 - Ensuring an annual customer satisfaction rating of no less than 4.0 on a 5.0 point scale.
 - Assisting agencies in developing training plans for Shared Services Email users.

7.2 Expected Service Levels

DIS will meet Service Level Performance Measurement Targets as defined in the table below.

DIS Service	Measurement Area	Service Level Performance Measure	Service Level Performance Description	Target Performance Level
Shared Services Email	Operational Efficiency	Exchange Availability	The % of time that Exchange is available excluding scheduled maintenance.	99.9%
		WaServ Availability	The % of time that WaServ is available excluding scheduled maintenance.	99.9%
		IronPort Availability	The % of time that IronPort is available excluding scheduled maintenance.	99.9%
	Incident Resolution	Exchange Incident Resolution	The % of Severity Level 1 major incidents resolved within 4 hours or less	90%
		WaServ Incident Resolution	The % of major incidents resolved within 4 hours or less	90%
		IronPort Incident Resolution	The % of major incidents resolved within 4 hours or less	90%
	Effectiveness	Customer Satisfaction	The annual overall customer satisfaction level on a 5.0 scale	4.0

**SHARED SERVICES
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ATTACHMENT 1 - RATES**

	Significant New or Improved Features	Cost per Mailbox per Month
Exchange	Exchange 2010 1 GB of storage Greater Administration Flexibility High Availability Tier Support No Lost Email Encrypted Transmission Inside SGN Improved Outlook Web Access Disaster Recovery	2.64
Gateway	Virus Protection Spam Filtering Inbound and Outbound Content Filtering Disaster Recovery	0.44
WaServ	Email Records Retention Advanced Search and Discovery Reduced Staff Time for Search Reduced Storage Costs Automated Retention Policies Single Instance Store Retention Periods can be Changed Disaster Recovery Data De-duplication	1.82
Total Cost		\$4.90
Storage in WaServ		\$4.27/GB

