

## INTRODUCTION

The resources of Integrated Digitized Biocollections (“iDigBio”) are free, publicly-available, open-source computing resources and services. The purpose of this Service Level Agreement (SLA) is to define the terms of service for the website, wiki, portal, appliances, Application Programming Interface (API), Data, information, and other products and services offered by iDigBio (“iDigBio Services”). iDigBio is a program of the Florida Museum of Natural History, a unit of the University of Florida, a public body corporate of the State of Florida.

### Parties to this SLA

By retrieving Data hosted by iDigBio, requesting and accepting a User account with iDigBio, or by utilizing iDigBio Services, a User agrees to the terms of this SLA.

### Commencement Date and Duration of this SLA

This SLA commences on the date the User begins using iDigBio’ Services. This SLA and any subsequent modifications to it are in effect for the duration that the User utilizes iDigBio’ Services or maintains an account with iDigBio. iDigBio may modify this SLA at any time without prior notice to you by posting a revised SLA on the iDigBio website.

iDigBio’ Services are contingent on availability of funding and other resources. iDigBio Services may end or become limited when funding becomes unavailable, resources are insufficient to meet service requests, or for any other reason at the discretion of iDigBio.

## DEFINITIONS

- “Data” means text, metadata, structured data, graphics, audio, video, multimedia, and static images in various digital formats about vouchered biodiversity specimens.
- “Registered User” means anyone who has activated an iDigBio web account or who otherwise has directly interacted with iDigBio staff to receive iDigBio Services.
- “User” means any person who accesses Data hosted by iDigBio; requests, registers, and activates an iDigBio User account; or utilizes iDigBio Services.
- “VPS” means Virtual Private Server services offered by iDigBio. VPS consists of virtual machines hosted for approved users and arranged by special agreement.

## Service Availability

iDigBio will use reasonable efforts to have the iDigBio Services available 95% of the time, but it is likely that availability will vary. iDigBio monitors the availability of all services and will use reasonable efforts to respond to outages.

## Services for Users

The following iDigBio Services are provided to registered and un-registered Users of iDigBio.

### Status Page

The current status of iDigBio Services will be posted on the iDigBio website. This website also provides notification of upcoming scheduled maintenance that may result in outages.

### Feedback Mechanism

A feedback form is provided on the iDigBio website for Users to submit problems with iDigBio services. A response is not guaranteed, but iDigBio staff will use reasonable efforts to read all emails and escalate appropriately.

### Known Issues

iDigBio will use reasonable efforts to provide notification of known issues with the iDigBio infrastructure via the iDigBio website.

## Additional Services for Registered Users

The following services are provided to registered Users of iDigBio.

### Maintenance

Regularly scheduled maintenance of iDigBio Services may occur on Saturday between 8AM to 5PMEST. iDigBio will attempt to schedule other planned outages during nights and weekends following reasonable efforts to provide at least 24-hours' prior notification on the iDigBio website. Unscheduled outages may occur at any time, and iDigBio IT staff will strive to communicate outages to the affected registered Users. iDigBio will use reasonable efforts to inform registered users in advance before interrupting service for emergency maintenance, but such notice is not guaranteed.

### Operation Support

iDigBio's infrastructure has a high level of automation. As part of its VPS offering, iDigBio will perform operating system and application installation, systems performance tuning, software patches, and server configuration using reasonable efforts and existing automation tools. iDigBio will not provide support for User-installed applications. VPS users may choose to decline these services in whole or in part. If any iDigBio services are declined, Users accept responsibility for providing their own systems support and agree to maintain the system in accordance with all iDigBio and University of Florida policies. iDigBio must retain a privileged account (e.g., "root" or "Administrator") on all VPS systems and will conversely make available a privileged account to any VPS customer who requests one. VPS images that are not maintained in accordance with iDigBio and University of Florida policies are subject to termination at iDigBio's sole discretion.

### Monitoring

iDigBio staff monitor vital data center and server information on a daily basis. VPS customers may request monitoring of their systems; however, response to issues unrelated to iDigBio's infrastructure, such as User-written applications, are the Users' sole responsibility.

## FAILURE

iDigBio will use reasonable efforts to maintain the iDigBio Services, including, scheduled maintenance, emergency maintenance, addressing outages, DNS issues. iDigBio cannot guarantee time frames for addressing difficulties with the iDigBio Services. iDigBio is not liable for the failure or delay in performing its obligations under this SLA.

## DATA DURABILITY AND AVAILABILITY

iDigBio Data and systems have a range of resiliency plans that depend on the source, type, and size of the Data in iDigBio stores.

### iDigBio Data

Data stored in iDigBio are served from redundant servers and backed up to a separate storage machine using traditional backup methods. Additional copies are moved off-site weekly to provide data replication. Copies of Data originally submitted to iDigBio will be preserved for the duration of the project. Copies of Data, indexes, and derivative data will be preserved for at least 30 days.

### VPS Virtual Machines

VPS customers may request their virtual machines be copied daily to a separate data storage device and retained for 30 days. This will provide both backup and redundancy for VPS data. Backup space for virtual machines is limited, and the amount of data to be backed up will be negotiated during the initial VPS agreement. iDigBio will use reasonable efforts to perform complete machine restorations within 3 working days and individual file restorations within 1 working day.

### Data Continuity

If iDigBio is unable to continue, iDigBio will use reasonable efforts to make all Data held by iDigBio available to Users who have contributed Data or used VPS services with reasonable notice. All Data will continue to be covered by the original license in effect when the Data were submitted to iDigBio. All Data created by iDigBio will be available in accordance with iDigBio's Intellectual Property Policy, <https://www.idigbio.org/content/idigbio-intellectual-property-policy>.

iDigBio will use reasonable efforts to provide technical assistance in transferring Data to other institutions. This assistance is subject to the other institutions providing access to technical staff and hardware resources capable of receiving the Data. iDigBio will prioritize Data transfer assistance to institutions that contribute Data based on the quantity of records contributed. Institutions that contribute no Data may not be able to receive any assistance in obtaining a copy of iDigBio's Data.

## SECURITY

iDigBio will use reasonable efforts to maintain current patch levels on the operating systems and any provided applications running on iDigBio infrastructure to ensure network security as defined by iDigBio IT Security staff.

Users will have access only to their assigned virtual machines; iDigBio IT staff will have access to all users' virtual machines for the purposes of maintaining security and a functional operating system. Periodic security scans will occur to maintain a satisfactory security level on iDigBio systems.

Physical access to iDigBio's physical servers and network equipment is restricted to authorized iDigBio personnel

## COMPENSATION

iDigBio's resources are free, publicly-available, open-source computing resources and services. Therefore, iDigBio will not compensate for failures that may occur or for any User's loss of service, Data, results, images, etc.

## OTHER USER OBLIGATIONS

All Users agree to the University of Florida Acceptable Use Policy as well as any other University of Florida policies that may apply, <http://www.it.ufl.edu/policies/acceptable-use/acceptable-use-policy/>.

Of particular note are the University's expectations related to intellectual property, storing of personally identifiable or restricted data, and commercial use of University resources.

## HOW TO CONTACT US

Should you have any questions or concerns about this SLA, please send an email to [help@idigbio.org](mailto:help@idigbio.org).