

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Geospatial Products -

GIS Online & Pro/Desktop Accounts & Onboarding

This Service Agreement forms a part of the Memorandum of Understanding between the Maryland Department of Information Technology (“DoIT”) and the Serviced Customer. The parties agree as follows:

I. [Service Description](#)

This service provides named user accounts for access to the State’s centrally-managed, cloud-based, online mapping platform and pro/desktop software installed on a local machine. The service includes a single named user account with access to a limited number of GIS tools on the online mapping platform and access to many more features and tools from the pro/desktop software. These tools and features empower the account holder to map and analyze location-based data, integrate with third-party data sources, collaborate with other users, share data and maps, quickly deploy apps, story maps and hub pages to convey initiatives to executives, field workers and customers and much more. Account holders are supported through the onboarding process by in-house staff and provided with access to hundreds of online training courses to maximize the value of the account. Available licenses include:

Named User License	Description
Viewer	Securely view maps, apps, and dashboards, including content from ArcGIS for Microsoft 365.
Contributor	Contributor is a new user type that replaces and expands the capabilities of the Editor user type. Contributor allows users to review and edit features in ArcGIS Online or ArcGIS Enterprise

	and collaborate with team members. Users can now work with other enterprise systems, such as Microsoft and Autodesk. It also includes everything in the Viewer user type.
Mobile Worker	The Mobile Worker user type retains its existing capabilities, including access to field apps, and incorporates all the capabilities of the Contributor user type.
Creator	The Creator user type has been merged with the GIS Professional Basic user type. It now provides access to ArcGIS Pro Basic, and other applications previously sold separately, including ArcGIS Image for ArcGIS Online*.
Professional	Professional is a new user type that replaces and expands the capabilities of the GIS Professional Standard user type. It includes everything in the Creator user type.
Professional Plus	Professional Plus is a new user type that replaces and expands the capabilities of the GIS Professional Advanced user type and provides access to ArcGIS Pro Advanced. It now includes the most popular ArcGIS Pro extensions** and ArcGIS CityEngine. It includes everything in the Professional user type.

*Available with ArcGIS Online only.

**ArcGIS Pro extensions included in Professional Plus: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Image Analyst, ArcGIS LocateXT, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager.

A. Standard Service:

The following components are included with the standard service:

1. Named user account for access to the centrally managed cloud-based mapping platform at <https://maryland.maps.arcgis.com> and a desktop version with additional capabilities and features
2. Deprovisioning of the account upon conclusion of the documented term
3. Data transfers between named user accounts and upon deprovisioning
4. Secure authentication using Okta from within the MDGOV domain
5. Documentation and limited support for named user onboarding and startup
6. Access to self-paced online training
7. Credit allocation of 25, but up to 500 credits* per named user account, upon request
8. Proactive platform monitoring for security compliance and performance

9. In-house technical support for standard platform usage and data connections
10. Limited vendor technical support for advanced platform expertise
11. Impact assessments prior to implementing enterprise-wide platform features
12. Product renewals with the vendor

*Select tools and features within the online platform consume credits to complete. These credits are self-contained and will automatically be deducted within the platform. Credit usage is irreversible.

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Installation of desktop software on local machines
2. Shared/Headless accounts
3. Pro/Desktop-level licenses (see GIS Pro/Desktop, Enterprise and Specialty Licenses Service Agreement)
4. Server-level licenses (see GIS Pro/Desktop, Enterprise and Specialty Licenses Service Agreement)
5. Technical support for customer-developed online content
6. Data creation, preparation, remediation or maintenance
7. Hosting of data identified or classified as Confidential or Highly Confidential;
8. Ad hoc and onsite training
9. Ad hoc usage statistics
10. Recovery/Restoration of deleted items for online software. (This is a limitation of the vendor provided platform.)
11. Esri ArcGIS Insights in ArcGIS Online (SaaS) (see Geospatial Systems Public PaaS Enhanced Feature)

C. Optional Services

Auxiliary services may be available upon request from the Customer for an additional cost. These costs are not included in the budgeted services that DoIT provides and shall be the responsibility of the requesting agency. For any work requested in this area, DoIT will not be able to proceed until fully funded by the requester through a funds certification document.

The following services are add-ons that may be requested. Costs for these items are variable and will be clearly defined and agreed to via a Statement of Work before moving forward with the request.

1. Technical support for non-standard, online platform usage and data transfers
2. Custom content development and maintenance
3. Additional credits

II. Service Dependencies

To ensure the service described herein is delivered consistently and in accordance with state standards, the customer must meet the following requirements:

DoIT Services:	<ul style="list-style-type: none">● Active subscription to Multi-Factor Authentication service (login.md.gov - Okta) for maryland.gov users.● Desktop support to install software onto a local machine.
Technical:	<ul style="list-style-type: none">● Active State of Maryland government issued email address.● Customer network has stable and reliable connections.● Utilize a vendor-supported web browser (Chrome, Firefox, Edge or Safari)
Non-Technical:	<ul style="list-style-type: none">● Complete an account request form with supervisor approval for named user account creation.● Active employment or contract with the named supervisor's agency.● Provide 24 x 7 x 365 points of contact (3) for coordinating outages, emergency maintenance/restoration (with appropriate application access to provide technical assistance), and change management

III. Responsibility Model

The following contains a non-exhaustive list that describes the responsibilities for both DoIT and the customer and may be updated periodically. Updates will be considered effective 14 calendar days from the posting date of the new service agreement.

A. DoIT Responsibilities for Customer

DoIT shall be responsible for the following activities in coordination with the Customer receiving DoIT enterprise managed services:

1. Account creation and deletion
2. Platform administration
3. Credit allocation
4. Password resets
5. Platform monitoring
6. Platform governance
7. Outage notifications

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Prior to account creation, DoIT must receive confirmation from a supervisor of the requestor, who must be a State employee.

2. Login into the newly created account within 24 hours of creation; Failure to comply will result in having to restart the entire account creation process. (This is a limitation of the vendor provided platform.)
3. Follow the [DoIT Policy and Standards for Esri ArcGIS Online for Maryland](#);
4. Submit a ticket notifying DoIT to deprecate an account
5. Submit a ticket with requests for data transfers between active accounts or upon deprecation of an account
6. Users must not store any data categorized as Personal Information (PI), confidential, sensitive, restricted access or similar within the platform
7. Meet the minimum hardware specifications for use of online platform
8. Follow all state security policies regarding use of a state system

IV. Service Level Agreements (SLA's)

A. Availability

Service availability includes the duration of time the service is operational during a calendar month and the level at which the service functions. The table below further outlines DoIT's service targets. Status of the online platform is reported by the vendor at <https://status.arcgis.com/>.

Category	Measure
Availability	99.9% monthly uptime percentage
Capacity	N/A

B. Maintenance

This State is subject to maintenance terms from the vendor as follows: Esri is solely responsible for providing maintenance for online services in accordance with the Esri maintenance and support program stated in the master agreement.

1. Scheduled Maintenance

Regular maintenance is performed to maintain availability and reliability standards and includes upgrades, applying patches, and implementing bug fixes.

- a) Scheduled maintenance is automatic as this is an online service and is performed outside of normal business hours (8 PM - 6 AM EST Monday - Friday; weekends and state holidays).
- b) Esri's standard maintenance window occurs on Tuesday evenings.

2. Unplanned Maintenance

- a) Unplanned maintenance is automatic as this is an online service.

C. Service Delivery

DoIT will deliver the requested services to the customer in a timely manner according to the following standards.

Category	Measure
Initial Ticket Response and Customer Contact	2 Business Days

V. Support and Service Management

A. Support

DoIT will provide support via telephone, email or chat according to the SLA's outlined above.

1. DoIT Service Desk twenty-four (24) hours a day, seven (7) days a week.
2. DoIT Data Services Team during regular business hours (8 AM - 5 PM EST) Monday thru Friday, excluding weekends, state holidays and closings.
3. DoIT will serve as the primary support provider of the service outlined herein.

B. Incident Management

Incidents reported to the DoIT Service Desk are triaged and managed based on incident owner and priority as follows*:

This service is for a SaaS platform. All incidents are the responsibility of the vendor as agreed in the State's Enterprise License Agreement. DoIT will consult with the vendor conveying the details of the incident and monitor progress to resolution by the vendor.

Incident Owner: DoIT			
Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the platform	2 Hours	See Vendor SLAs
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions.	4 Hours	See Vendor SLAs
P3	Disruption of service for non-essential functionality	2 Business Days	See Vendor SLAs
P3	Service questions and administrative requests such as account creation, deletion, and role changes	2 Business Days	5 Business Days
P4	Troubleshooting, account transfers, and account administration above and beyond	2 Business Days	10 Business Days

	account creation, deletion and role changes.		
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

Incident Owner: Vendor			
Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the Customer	2 Hours	N/A
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions.	4 Hours	N/A
P3	Disruption of service for non-essential functionality	2 Business Days	N/A

C. Request Management

Requests to move, add, or change service shall be handled as follows:

1. New Service(s)

Customers seeking to utilize the service herein must:

- a) Submit a request via request form:
 - o [Maryland AGOL](#)
 - o [MDOT Form](#)
 - o [Maryland GeoShare Account Request](#)

Customer seeking to deploy optional services outlined herein must:

- a) Submit a request to doit.intake@maryland.gov explaining the business needs or challenges.
 - DoIT will evaluate the request to ensure that the service meets the Customer's business needs.

2. Service Modifications

To increase, decrease, or alter existing service, the Customers must:

- a) Submit a request via email to service.desk@maryland.gov
 - o Service modifications include increasing the quantity of credits up to 500 credits per account or changing user type, roles or privileges of the account.

- DoIT logs the request and assigns it to the appropriate team for fulfillment.
- Requests that involve increases to costs will result in billing changes to the agencies which will require a Statement of Work and fund certification to make the change.

D. Outages

DoIT will communicate via X, formerly known as Twitter, @mdimap of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions. Status of the Esri ArcGIS Online platform is also found at <https://status.arcgis.com/>.

E. Support and Service Management Exclusions:

While DoIT strives to tailor support and maintenance activities to match the customer's mission, there may be limitations that hinder our ability to satisfy changing business needs. As such, support and service management activities do not include:

1. Distribution of shared/headless accounts;
2. Distribution of pro/desktop-level, server or specialty licenses;
3. Technical support for customer-developed online content;
4. Technical support for non-standard, online platform usage and data transfers;
5. Data creation, preparation, remediation or maintenance;
6. Ad hoc and onsite training;
7. Ad hoc usage statistics;
8. Recovery/Restoration of deleted items for online software. (This is a limitation of the vendor provided platform.).

VI. Costs for Service

DoIT provides this service via a shared service model, which allows the state to recognize reduced pricing based on economies of scale.

- A. The Customer charges budgeted for the current fiscal year are outlined in the DoIT Shared Services Annual Invoice.
1. The unit of measure for which charges are derived for this service is per named user account.
 2. Reference the current fiscal year Rate Sheet for additional information.
- B. All services delivered by DoIT under this agreement are done so on a 100% reimbursable model and therefore costs will be evaluated and adjusted annually to account for fluctuations in the number of shared services used and the underlying costs to deliver that service.

VII. Termination of Service

This service will automatically be renewed unless the customer and DoIT mutually agree in writing to adjust or discontinue.

- A. The customer must provide ninety (90) days advance written notice to terminate services. Due to the nature of the state financial system budgeting for IT services, terminations will only be effective at the end of the fiscal year following the conclusion of the ninety (90) day notice period.

VIII. Warranty, Limitations, and Exclusions

A. Warranty

1. Account Management: Ensure ArcGIS Online accounts are set up, managed and deprecated based on the terms stated in this Service Agreement.
2. Platform Management: Ensure ArcGIS Online platform is proactively monitored, notifying customers of outages within a reasonable time frame and working directly with the vendor to troubleshoot issues, when applicable.
3. Named User Account Delivery: Provide the requested ArcGIS Online platform account and access to online training resources within a reasonable timeframe and deliver onboarding guides.
4. Technical Support: Assist with standard troubleshooting issues related to user account access, account management, or DoIT-managed aspects of the service.

B. Limitations

1. Vendor licensing terms: DoIT serves as the primary customer to the vendor, Esri. All account users are subject to the terms and conditions agreed upon in the State's Enterprise Use Licensing Agreement (EULA).
2. Issues arising from user negligence or misuse of the SaaS platform.
3. Feature Availability: Esri reserves the right to modify or discontinue, deprecate or otherwise, any platform feature without notice.
4. Performance: Esri is solely responsible for maintenance of the ArcGIS Online platform, including sustaining an optimal level of performance.
5. Data Security and Privacy: User Entities are responsible for complying with all State and DoIT-specific data security and privacy policies while operating within the ArcGIS Online environment. The current platform is not regulated to protect data classified as confidential or restricted. User Entities are to self-monitor data loaded by the Entities' named account holders and take immediate and appropriate action to remove and discontinue the use of such data on the ArcGIS Online platform.
6. Technical Support: DoIT offers Tier 1 through Tier 3 support for the ArcGIS Online platform. In the case that Tier 4 support is needed, DoIT will engage with the vendor for advanced technical support. The need for Tier 4 support is assessed and determined by in-house technical support personnel on a case-by-case basis.

7. DoIT will discontinue any account that is found to be operating outside of the State's EULA or any statements in this agreement. DoIT will notify the named user and the identified manager of the action within a reasonable timeframe.
8. DoIT will remove any data classified as confidential or restricted if the named user has not removed the identified data within 30 days of notification. DoIT will notify the named user and the identified manager of the action within a reasonable timeframe.

C. Exclusions

1. Customers are solely responsible for ensuring the data in the Customer's named user accounts are complete, accurate, up-to-date, and complies with relevant government regulations and policies;
2. DoIT is not responsible for customizations or modifications made to individual account environments beyond what is included in the service agreement. DoIT reserves the right to deny technical support in these cases.
3. DoIT is not liable for content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control. This is a limitation of the SaaS platform.