

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Geospatial Products -
Specialty Licenses

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

I. Service Description

This service provides select specialty licenses that unlock access to enhanced feature capabilities of the Esri online, desktop/Pro and server/enterprise products. Available licenses include:

- ArcGIS Developer Subscription
- ArcGIS Data Interoperability Desktop
- ArcGIS City Engine Advanced
- ArcGIS StreetMap Premium
- ArcGIS Roads & Highways Desktop
- ArcGIS Roads & Highways Server (Production)
- ArcGIS Roads & Highways Server (Staging)
- ArcGIS Insights in ArcGIS Online
- ArcGIS Insights in ArcGIS Enterprise
- ArcGIS Enterprise/Server Extensions
- ArcGIS Desktop/Pro Extensions
- ArcGIS Online Additional Credits
- ArcGIS Monitor and Additional Cores

A. Standard Service:

The following components are included with the standard service:

1. Capturing requirements and request clarification

2. Issue request to vendor for an associated quote
3. Provisioning and deprovisioning licenses
4. Notification and distribution of patches and version upgrades
5. Pass through support tickets to the vendor
6. Product renewals with the vendor

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Installation, setup, configuration or training on the product
2. Shared/Headless accounts
3. Desktop-level licenses (see Geospatial Systems - GIS Online & Pro/Desktop Accounts & Training)
4. Server-level licenses (see GIS Enterprise/Server Licenses & Support Service Agreement)
5. In-house technical support of product, custom or derived content

C. Optional Services

Auxiliary services may be available upon request from the User Entity 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. There are no optional services available with this offering at this time

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.
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

	<p>named user account creation.</p> <ul style="list-style-type: none"> ● 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 ● Provide back-up POC should primary POC depart from State service.
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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 the Customer

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

1. Timely response
2. License provisioning and deprovisioning
3. Notification and distribution of patches and version upgrades
4. License renewals

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Installation and support, including product troubleshooting
2. Adhere to license use agreements with the vendor
3. Submit a ticket notifying DoIT to deprovision a license
4. Meet the minimum hardware specifications for use of the provisioned license(s)
5. Follow all state security policies regarding state systems

IV. Service Level Agreements (SLA's)

A. 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 license processing is completed 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 local installation only. The Customer is encouraged to conduct internal troubleshooting based on the local installation and configuration prior to reaching out to DoIT for support.

Should the Customer fail to resolve the issue, the Customer is entitled to reach out to DoIT who will consult with the vendor conveying the details of the incident and connect the vendor directly with the Customer. DoIT will continue to monitor progress to resolution by the vendor who will work directly with the Customer to resolve the issue.

Incident Owner: DoIT			
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
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.		
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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)

The Customer seeking to utilize the service must:

- a) Submit a request via email to doit.intake@maryland.gov explaining the business needs or challenges.
 - o 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 Customer must:

- a) Submit a request via email to doit.intake@maryland.gov
 - o Service modifications include increasing or decreasing the quantity of units or transferring units.
 - o DoIT will log the request and assign it to the appropriate team for fulfillment.
 - o 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

This service is for local installation only. All outages are the responsibility of the Customer.

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. Installation, setup, configuration or training on the product
2. Shared/Headless accounts
3. Desktop-level licenses (see Geospatial Systems - GIS Online & Pro/Desktop Accounts & Training)
4. Server-level licenses (see GIS Enterprise/Server Licenses & Support Service Agreement)
5. In-house technical support of product, custom or derived content

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 license.
 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
N/A
- B. Limitations

1. Submitting tickets to the vendor for enhanced technical support is determined on a case-by-case basis depending on the nature of the request, the available personnel and the expertise required to deliver the specific request.
2. All licenses are subject to the terms and conditions agreed upon in the State's Enterprise Use Licensing Agreement (EULA).
3. Esri reserves the right to modify or discontinue, deprecate or otherwise, any platform feature without notice.
4. The Customer is responsible for complying with all State and DoIT-specific data security and privacy policies while operating the license. Customers are to self-monitor employee and contractor usage and take immediate and appropriate action to remediate and discontinue any actions that violate the policies.
5. DoIT will discontinue any license that is found to be operating outside of the State's EULA or any statements in this agreement. DoIT will notify the Customer of the action within a reasonable timeframe.

C. Exclusions

1. DoIT is not liable for content loss due to unforeseen circumstances, user error or misuse beyond reasonable control.