

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Geospatial Systems - GIS Online & Pro/Desktop
Accounts Support

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 is only available to customers who subscribe to the Geospatial Systems: GIS Online & Pro/Desktop Accounts & Training (Esri) service. This service delivers reliable, in-house technical expertise and over the shoulder support to empower account holders to maximize the value of the platform and the results from customer developed content using expertly maintained standard platform features and capabilities.

The State of Maryland geospatial systems platform offers access to the centrally-managed, cloud-based, online mapping platform and pro/desktop software on a local machine. Tools and features map and analyze location-based data, integrate with third-party data sources, facilitate data sharing and collaboration, quickly deploy apps, story maps and hub pages to convey initiatives to executives, field workers and customers and much more.

A. Standard Service:

The following components are included with the standard service:

Standard products features include:

1. Build interactive visualizations that explain and encourage users to explore
2. Map data and gain perspective with authoritative location-based data
3. Access a central repository of geospatial data with options to download
4. Use analytical tools to identify patterns, make predictions, and answer questions
5. Integrate data, maps, graphs and more from a variety of sources and formats

6. Publish maps and analysis results as web services or high-quality prints
7. Embed visualizations into websites and mobile applications
8. Unlock the potential of the latest software capabilities and functionality
9. Integrate address locator search functionality into desktop and web apps
10. Develop mobile applications to support teams working in the field
11. Deploy forms for capturing information from sources on-location, including the public
12. Develop visualizations that brief executives on the latest results and outcomes
13. Build and share stories associated with authoritative location-based data
14. Develop hub sites to centralize information on topics of interest
15. Enhance decision-making by using a variety of collaboration tools to share data, maps, and content

Standard service features include:

16. In-house technical support for content created using supported Esri products
17. Vendor support with advanced expertise for standard product feature troubleshooting
18. Installation and support of standard extensions, plug-ins and add-ons
19. Assistance with capturing customer requirements and identifying best solution based on requirements
20. Marketing of production solutions to local and national user communities
21. Accessibility checks to maximize the reach within all constituent communities
22. Product demonstrations to maximize use of available features or explore new features

Levels of Support	Bronze Level	Silver Level	Gold Level	Platinum Level
Up to 10 tickets or 50 hours (1 hr per wk)				
Up to 25 tickets or 400 hours (8 hours per week)				
Unlimited tickets up to 1,000 support hours (0.5 dedicated FTE)				
Unlimited tickets up to 2,000 support hours (1.0 dedicated FTE)				

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Account creation, troubleshooting, onboarding and training (see Geospatial Products - GIS Online & Pro/Desktop Accounts & Training)
2. Desktop-level licenses (see Geospatial Products - GIS Online & Pro/Desktop Accounts & Training)

3. Server-level licenses and support (see Geospatial Products - GIS Enterprise/Server Licenses & Support)
4. Specialty licenses and support (see Geospatial Products - Specialty Licenses)
5. Support for any Esri products and services not listed above
6. Technical support for non-standard platform usage and data connections
7. Installation or support of non-standard extensions, plug-ins and add-ons
8. Data creation, preparation, analysis, remediation or maintenance
9. Data source design, development, maintenance and troubleshooting
10. Ad hoc and customized training
11. Support of data and web service users through Computer Aided Design and Drafting (CADD) and Google products

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 before moving forward with the request.

1. Custom application development
2. Customer developed application support and maintenance
3. Purchase of any Esri products and services not listed above
4. Geospatial data analysis services

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"> ● Recommended - Active subscription to Multi-Factor Authentication service for maryland.gov users ● Active subscription to Geospatial Products:GIS Online & Pro/Desktop Accounts & Onboarding (Esri) service
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) ● Data sources must be accessible via configured firewall rules and access permissions.

Non-Technical:	<ul style="list-style-type: none"> ● Active employment or contract with the named supervisor's agency. ● Provide responses within two (2) weeks of each posed query or notify DoIT support staff of expected response times. ● 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
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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 Customers

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

1. Platform governance, administration and monitoring
2. Support for standard platform features
3. Support of standard extensions, plug-ins and add-ons
4. Support in areas of connectivity, interoperability for managed data sources
5. Manage homepage and associated content
6. Feature content on data catalog and primer pages
7. Manage and configure settings for approved workflows
8. Coordinate with the Customer to identify the root cause for troubleshooting
9. Advising the Customer to ensure compliance with state security policies
10. Advising the Customer on best practices for applying the available features
11. Marketing of production solutions to local and national user communities
12. Accessibility checks to maximize the reach within all constituent communities
13. Product demonstrations to maximize use of available features or explore new features

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Submit a clear and concise statement via the DoIT service desk, to include nature of the issue and relevant details such as error messages, steps taken to resolve, and screenshots (if applicable)
2. Complying with all instruction provided by DoIT staff in the course of administering support
3. Responding to DoIT staff queries within two (2) weeks of each posed query or notify DoIT support staff of expected response times

4. Provide or directly assist with access and configuration modifications to accommodate connectivity to Customer data sources
5. Data creation, preparation, remediation or maintenance
6. Data source design, development, maintenance and troubleshooting;
7. Provide or directly assist with portions of troubleshooting associated with customer-developed content
8. All customer-developed content maintenance and updates
9. Respond to end user inquiries forwarded by DoIT for customer-specific content, including, but not limited to data sources, end user options, etc.
10. Proactively communicate with technical support staff throughout the course of progress of the request. Queries or requests for information will be closed after two (2) weeks after two (2) attempts via email and one (1) attempt via phone without response from the named requestor.

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.

Initial Ticket Response and Customer Contact	Bronze Level	Silver Level	Gold Level	Platinum Level
3 Business Days				
2 Business Days				
1 Business Day				
4 Hours				

All additional service delivery standards are 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.

V. Support and Service Management

A. Support

DoIT will provide support via telephone, email, chat or screenshare 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 except when third-party vendors are employed.

B. Incident Management

Incidents reported to the DoIT Service Desk will be triaged and managed based on priority as follows*:

The Public PaaS - GIS Online Accounts & Training (Esri) is a SaaS platform and incidents may be the responsibility of the vendor. Please refer to the Public Platform as a Service (PaaS) GIS Online Accounts & Onboarding (Esri) incident response table for information on outages that are attributed to this environment.

Incident Owner: Data Services Team			
Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the Customer	2 Hours	24 Hours
P2	An incident that results in a partial cessation or disruption of service or loss of other essential business functions and requests.	4 Hours	2 Business Days
P3	Disruption of service for non-essential functionality, service questions, and requests.	2 Business Days	5 Business Days
P4	Any other type of incident not included above.	2 Business Days	10 Business Days
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

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 herein 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.

The Customer seeking to deploy optional services outlined herein 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 level of service.
- 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

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. Account creation and onboarding
2. Distribution of pro/desktop-level, server or specialty licenses
3. Custom content development and maintenance
4. Support for any Esri products and services not listed above
5. Technical support for non-standard platform usage and data connections
6. Installation or support of non-standard extensions, plug-ins and add-ons
7. Data creation, preparation, analysis, remediation or maintenance
8. Data source design, development, maintenance and troubleshooting
9. Ad hoc and customized training
10. Support of data and web service users through Computer Aided Design and Drafting (CADD) and Google products
11. Project management

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 Customer
 - 2. Charges are associated with the level of service
 - 3. 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. Technical Support: Guarantee of timely response and resolution to reported issues within a defined timeframe

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. Content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control
- 3. Issues that arise as a result of user negligence or misuse of the associated products and services
- 4. Issues caused by third-party software or hardware not supported by the service
- 5. Customizations or modifications made beyond what is included in the service agreement
- 6. Issues related to natural disasters, or events beyond reasonable control

7. Issues that arise as a result of installation or operations of the supported products and services not in conformance with the documentation provided by the vendor
8. After hours and on-call virtual and/or in-person support is only available to accommodate production change management requests, all other occasions are assessed on a case-by-case basis when requested by the customer, and agreed upon by DoIT. Full scope of support and any additional costs for after hours support must be mutually agreed upon by the Customer and DoIT prior to the commencement of work.

C. Exclusions

1. The Customer is solely responsible for ensuring the data is complete, accurate, up-to-date, and complies with relevant government regulations and policies and hosting data sources remain accessible to the associated products and services for the duration of the service engagement.
2. DoIT will disconnect any data source identified as “at risk” as a result of either identified cyber issues or potential disclosure of confidential or restricted data. DoIT will notify the Customer and the identified manager of the action within a reasonable timeframe.