

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Geospatial Products - GIS Enterprise/Server Licenses & 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 includes licenses and support for a customer deploying ArcGIS Enterprise or Server products in local environments, both on-prem and in the cloud. The service includes licenses that empower customers to organize, store, and secure their geospatial data efficiently and be able to deploy and share their geospatial assets through the web. Customers can use this product in conjunction with the products available from the Geospatial Products - GIS Online & Pro/Desktop Accounts & Onboarding to make maps, analyze geospatial data and share data and results to solve problems.

A. Standard Service:

The following components are included with the standard service for licenses provisioned through this service agreement only:

1. License provisioning, deprovisioning and renewals
2. ArcGIS Monitor license (1 per provisioned license)
3. Distribution of software patches and version upgrades, as applicable
4. In-house technical support and troubleshooting assistance
5. Vendor technical support for advanced product expertise
6. Advise on system architecture configurations and best practices
7. Advise on database configurations, migrations, and modernizations
8. Advise on SSL certificates and other credentials necessary for publishing content to the web
9. Recommend product optimizations to improve user experiences
10. Advise on integrations with third-party software, extensions, and plug-ins

11. Product demonstrations to maximize the customer's understanding of available features or explore new features of the provisioned license(s)
12. Recommend system configuration upgrades based on best practices to maximize performance of the license(s)
13. Advise on activities necessary to comply with state security, privacy and accessibility policies
14. Advise on remediation activities to bring content into compliance with established state policies
15. Advise on full lifecycle components of a system migration associated with the environment where the provisioned license is installed
16. Support integrations with managed GIS products ArcGIS Online
17. Federate and index data from local environments into the centralized, statewide geospatial data portal at data.imap.maryland.gov
18. Product renewals with the vendor

License Name	Creators	Viewers	ArcGIS Monitor	Support
ArcGIS Enterprise Advanced	50	Unlimited	1	25 tickets or 400 hours
ArcGIS Enterprise Standard	5	Unlimited	1	10 tickets or 40 hours

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Online 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. Fully-managed and maintained ArcGIS Enterprise/Server environment (see Geospatial Systems - PaaS - Managed ArcGIS Enterprise/Server)
4. Additional named user accounts (see - Geospatial Products - GIS 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. Support associated with service users through Computer Aided Design and Drafting (CADD) and Google products
10. Ad hoc and customized training

11. Licenses provisioned to servers that are not property of the State of Maryland (ie third party servers)
12. Technical support for licenses that were not provisioned through this service agreement
13. Resolving issues resulting from actions taken against provided advice
14. New environment development and full-time maintenance (see Geospatial Systems - PaaS - GIS enterprise/Server)

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. Purchase of any Esri products and services not listed above
2. Custom application development
3. Customer-developed application support and maintenance
4. Database-as-a-Service - a dedicated managed database environment
5. Infrastructure-as-a-Service - a dedicated set of infrastructure resources
6. Custom theme development with specific colors for branding
7. Ad hoc or customized training

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
Technical:	<ul style="list-style-type: none"> ● Active State of Maryland government issued email address. ● Customer must have hardware that meets minimum specifications for software
Non-Technical:	<ul style="list-style-type: none"> ● Customer must complete an account request form with supervisor approval. ● Active employment 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. Timely Response
2. License provisioning and deprovisioning
3. Notification and distribution of patches and version upgrades
4. License renewals
5. Troubleshooting support for standard platform features
6. Troubleshooting support of standard extensions, plug-ins and add-ons
7. Support in areas of connectivity, interoperability for data sources
8. Coordinate with the Customer to identify the root cause for troubleshooting
9. Advise the Customer on compliance with state security policies
10. Advise the Customer on best practices for applying the available features
11. Marketing of production solutions to local and national user communities
12. Advise the Customer on accessibility checks to improve the user experience
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. Installation and support, including initial 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. Prior to license provisioning, DoIT must receive confirmation from a supervisor of the requestor, who must be a State employee.
6. Actively participate in the process to connect an approved data source
7. Follow all state security policies regarding use of a state system
8. 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)

9. Comply with all instruction provided by DoIT staff in the course of administering support
10. Respond to DoIT staff queries within two (2) weeks of each posed query or notify DoIT support staff of expected response times
11. Data creation, preparation, remediation or maintenance
12. Data source design, development, maintenance and troubleshooting
13. Provide or directly assist with troubleshooting associated with provisioned license(s)
14. All locally hosted content maintenance and updates
15. Respond to end user inquiries for customer-specific content, including, but not limited to data sources, end user options, etc.
16. 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.

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, 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 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 will be triaged and managed based on priority as follows*:

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 account creation, deletion and role changes.	2 Business Days	10 Business Days

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](#)

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. Online account creation, troubleshooting, onboarding and training
2. Desktop-level licenses
3. Fully-managed and maintained ArcGIS Enterprise/Server environment
4. Additional named user accounts
5. Support for any Esri products and services not listed above
6. Technical support for non-standard platform usage and data connections
7. Installation of provisioned license(s) and initial product troubleshooting
8. Installation or support of non-standard extensions, plug-ins and add-ons
9. Data creation, preparation, analysis, remediation or maintenance
10. Support associated with service users through Computer Aided Design and Drafting (CADD) and Google products
11. Ad hoc and customized training
12. Licenses provisioned to servers that are not property of the State of Maryland (ie third party servers)
13. Technical support for licenses that were not provisioned through this service agreement
14. Resolving issues resulting from actions taken against provided advice
15. New environment development and full-time maintenance
16. Data source design, development, maintenance and troubleshooting
17. All locally hosted content maintenance and updates
18. Response to end user inquiries for customer-specific content, including, but not limited to data sources, end user options, etc.

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

1. License delivery: Providing the appropriate Esri licenses as per your agreement within a reasonable timeframe.
2. Available Software list
3. Provide Software Updates and Patches for users to apply to software
4. Technical support: Assisting with basic troubleshooting issues related to user access, account management, or DoIT-managed aspects of the service.
5. Technical Support: Guarantee of timely response and resolution to reported issues within a defined timeframe;

B. Limitations

1. 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.
2. Vendor licensing terms: DoIT serves as the primary customer to the vendor, Esri. All users are subject to the terms and conditions agreed upon in the State's Enterprise Use Licensing Agreement (EULA).
3. Issues that arise as a result of user negligence or misuse of the associated products and services;
4. Issues related to natural disasters, or events beyond reasonable control;
5. 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
2. The Customer is solely responsible for ensuring that hosting data sources remain accessible to the associated products and services for the duration of the service engagement.

3. Customers must not connect to any data source hosting data categorized as Personal Information (PI), confidential, sensitive, restricted access or similar within the platform;
4. Functionality and performance of the provisioned license(s) is the sole responsible of the Customer
5. 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
6. Customizations or modifications made beyond what is included in the service agreement
7. Issues caused by third-party software or hardware not supported by the service
8. DoIT is not liable for content loss due to unforeseen circumstances, user error or misuse beyond reasonable control.