

SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Business Intelligence - Private PaaS
Enhanced Features Licenses & Setup (Qlik Sense)

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 select enhanced feature licenses and setup to unlock additional capabilities of the Qlik Sense Private PaaS platform. This service is applied to individual applications developed on the State-managed platform. Available licenses include:

- Qlik NPrinting - A reporting platform that lets you create reports and distribute them automatically in a range of standard formats.

A. Standard Service:

The following components are included with the standard service:

1. License provisioning, deprovisioning and renewals
2. Installation, setup, configuration or training on the product
3. In-house technical support for initial setup and configuration
4. Product renewals with the vendor

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. Qlik Sense accounts & training (see BI - Private PaaS - Accounts & Training (Qlik Sense & Continuous Classroom));
2. Technical support beyond initial setup and configuration;

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 content development, enhancements and maintenance;

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. ● Active subscription to the State-managed Qlik Sense platform. ● Active subscription to the State-managed Qlik Customer Developed Applications Support services (Gold or Platinum levels only).
Technical:	<ul style="list-style-type: none"> ● 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"> ● Provide responses within two (2) weeks of each posed query or notify DoIT support staff of expected response times.

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. License renewals;

4. Product installation, setup, and configuration;
5. Setup of interoperability with customer-developed content;

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Provide access to connections needed for the interoperability;
2. Provide technical support of customer-developed content;
3. Adhere to license use agreements with the vendor;
4. Submit a ticket notifying DoIT to deprovision a license;
5. Meet the minimum hardware specifications for use of the provisioned license(s);
6. Follow all state security policies regarding state systems;
7. Prevent access to systems containing restricted data.

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.

Category	Measure
Availability	99.9% uptime
Capacity	Total system is 200 GB

B. Maintenance

DoIT may modify the service without degrading its functionality or security features.

1. Scheduled Maintenance

Regular maintenance must be performed to maintain availability and reliability standards and includes replacing hardware, upgrading software, applying patches, and implementing bug fixes.

 - a) Whenever possible, scheduled maintenance is performed outside of normal business hours (8 PM - 6 AM EST Monday - Friday; weekends and state holidays). Occasional maintenance may need to occur during normal business hours.
 - b) The Customer will be notified no less than five (5) business days prior to the scheduled activity if it is to occur during normal business hours.

2. Unplanned Maintenance

- a) DoIT will attempt to notify the Customer of any unplanned maintenance activities no less than two (2) hours prior to commencement. Note: Emergency activities requiring immediate remediation may not allow ample time for notification.

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	3 Business Days

V. Support and Service Management

A. Support

DoIT will provide support via telephone, email, or in-person 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 will be triaged and managed based on priority as follows*:

The DoIT managed platform is hosted on the DoIT hosted cloud environment. Please refer to the Public Cloud (AWS) Hosting Service Service Agreement incident response table for information on outages that are attributed to the AWS environment.

Incident Owner: DoIT (Platform Administrator)			
Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of	2 Hours	24 Hours

	service across the Customer		
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	2 Business Days
P3	Disruption of service for of non-essential functionality, service questions, and administrative requests such as account creation, deletion, and changes	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 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

DoIT will notify the Customer via email of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions.

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. Qlik Sense accounts & training;
2. Technical support beyond initial setup and configuration;
3. Development or management of customer applications;
4. Repairs or services for the customer's third-party technologies;
5. Spearheading User Entity initiatives;
6. 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 User Entity 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. The vendor 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.