

## **SERVICE AGREEMENT**

between

The Maryland Department of Information Technology and

The Customer

for

Granicus Digital Communications

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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**

Granicus solutions provide a cloud platform for digital services, website CMS, digital communications strategies, public meetings, and records management. All of their products and services are provided on a subscription basis (“Software-as-a-Service” or “SaaS”).

#### **A. Standard Service:**

The following components are included with the standard service:

##### **Gov Delivery**

- Unlimited email sends with management of all bounced messages
- Support to upload and migrate existing email lists
- Ability to send mass notifications to multiple devices
- 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
- Text-to-subscribe functionality
- Access to a complete archive of all data created by the client for 18 months (rolling)
- Up to 3 hours of message template and integration development
- Up to 100 subscription topics
- Up to 100,000 SMS/text messages per year from a shared short code within the United States.

## B. Service Exclusions:

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. The DoIT team will not support these services.

- Gov QA (*not currently available on contract*)
- Targeted Messaging
- Increased SMS Messaging
- govAccess
- govService
- Cloud Advanced package

## Optional Services

The Optional Services listed above are able to be purchased by individual Agencies. DoIT does not offer support for the offerings; support shall be obtained directly from the vendor. They can be customized, based on the need. For any services requested in this area, the customer would purchase directly with the vendor using a Purchase Order. Costs for these items are variable and will be clearly defined and agreed to before moving forward with the request.

### Optional Services:

- A. **Gov QA** *not currently available on contract*
  - 1. Digital Public Records Solution
- B. **Targeted Messaging**
  - 1. Automated solution for personalized email and SMS messaging; provides tracking of messages.
- C. **Increased SMS Messaging**
  - 1. An upgrade to the base quantity of 100,000 annual messages, per Agency
- D. **govAccess**
  - 1. Website design and implementation
- E. **govService**
  - 1. Customer Portal with ticketing services behind the scenes
- F. **Cloud Advanced package**
  - 1. 5-Pillar Marketing System, to add onto current base functions

## 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:

<b>DoIT Services:</b>	<ul style="list-style-type: none"><li>• Acquiring any needed assistance to on-board to the</li></ul>
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	service or for assistance in using the service <ul style="list-style-type: none"> <li>• Payment for all service costs at the agreed interval, as published in the DoIT rate schedules</li> <li>• Reporting any service-related issues to DoIT help desk</li> </ul>
<b>Technical:</b>	<ul style="list-style-type: none"> <li>• <i>Utilize a supported web browser (Chrome, Firefox, Edge or Safari browser)</i></li> </ul>
<b>Non-Technical:</b>	<ul style="list-style-type: none"> <li>• Client role definitions for escalation</li> <li>• 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.</li> <li>• The Solution shall not be used for any product sales or advertising unless approved in writing, in advance by Granicus</li> </ul>

### 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 provided Granicus solution:

1. Provide customer approved user admin access
2. Limited support for up to 50 active administrators
3. Provide user and usage reporting when requested
4. Provide vendor contract management
5. Serve as the escalation point for platform issues

#### B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Provide and assume overall responsibility for identifying which users obtain platform access along with the level of access
2. Ultimately accountable for the security and privacy of data held by the vendor on their behalf.
3. Assume responsibility for the misuse of solution.

### IV. Service Level Agreements (SLA's)

#### A. Availability

The Solution is provided “AS IS” and as available. The vendor makes no warranties, either expressed or implied. Without limiting the generality of the foregoing, the vendor does not warrant that the Solution will perform without error or immaterial interruption.

Category	Measure
Availability	<b>Available 99.9%</b> <ul style="list-style-type: none"><li>• 24x7x365 (minus scheduled downtime)</li></ul>
Capacity	Unlimited Access
Reliability	All precautions that are standard in the industry are taken to increase the successful delivery; however, the vendor makes no representation or warranty regarding the delivery of messages.

B. Maintenance

The vendor is solely responsible for performing and maintaining availability and reliability standards to include replacing hardware, upgrading software, applying patches, and implementing bug fixes.

1. Scheduled Maintenance

When downtime is required, notification will be posted at least 10 days in advance. Customers can subscribe to product specific email notifications on the solution status page [status.granicus.com](http://status.granicus.com)

a) Maintenance times vary by Product.

2. Unplanned Maintenance

a) Notifications for any system-wide outages will be posted to the vendors site; [status.granicus.com](http://status.granicus.com) and will occur within one (1) hour from the time the issues are first recognized by the vendor

C. Service Delivery

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

## 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. The DoIT Service Desk is available twenty-four (24) hours a day, seven (7) days a week, to provide Tier 1 telephone support.
2. Tier 2 support will be provided during regular business hours (8 am - 5 pm) Monday thru Friday, excluding state holidays and state closings.
3. Tier 3 support (Vendor) will be provided as needed to address further escalations
4. 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\*:

Priority (P)	Description	Response Time	Resolution
P1	An incident that results in a total cessation of service across the customer. Critical issue that severely impacts the service. The situation halts business operations and no acceptable workaround exists. Ex: Complete loss of service, the production system is down or inaccessible and the backup redundancy is also down.	[2] hours	[24] hours
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions. Ex: Applies to both Production systems. The system is up and running, but a critical loss of application functionality or performance resulting in a high number of users unable to perform their normal activities. Inconvenient workaround or no workaround exists	[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
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

**Request Management**

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

1. New Service(s)

Entities seeking to utilize the service or deploy optional services outlined herein must:

- a) Submit a request via email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov) explaining the business needs or challenges.
  - o DoIT will evaluate the request to ensure that the service meets the entity'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](mailto:doit.intake@maryland.gov)
  - o Service modifications include increasing or decreasing quantity of units, adding new services, engineering consulting services.
  - 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.

C. Outages

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

D. 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. Development, technical support or management of customer applications
- 2. Repairs or services for the customer's third-party technologies.
- 3. Spearheading customer initiatives
- 4. Project management
- 5. Support for Non-Standard DoIT offering (managing customer NAS)

## 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 consumption based
    - a) Per administrator user/annually
  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. N/A