SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and

The Customer

For

Managed Hosting Services - Development Environment

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

I. Service Description

The Customer shall get one standalone Content Management System (CMS) Development Environment to develop their site(s) in the DoIT provided template. This standalone Development Environment will have the latest production environment (maintained by DoIT). The Customer will have a development environment of the servers (not OS layer).

A. Standard Service:

The following components are included with the standard service:

1. Standalone development environment with the same version as the production environment
2. Patching of the development environment
3. Moving existing site from DoIT hosted production environment to standalone development environment when requested by the customer through service desk ticket
4. Publishing the site from the DoIT development environment to the production environment when requested by the customer through service desk ticket

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. DoIT resources will not engage in any customer site development activities
2. Assistance in third party software or templates
3. Errors on the sites developed by the customer
4. Adding new features/functionality on the site

C. Optional Services

Additional services may be available upon request from the Customer for an added 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. Additional development environment(s)

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:	● Subscribe to Jumpbox services from the Server & Storage team so that the customer can access DoIT hosted AWS (Amazon Web Services) servers ● Subscribe to Managed Hosting Services - Website service for production and test environment
Technical:	● Access DoITs network to login to the servers ● The Customer must request the latest site sync from the production environment prior to initiating any development work
Non-Technical:	● Provide three 24 x 7 x 365 points of contact (POC) for coordinating outages, emergency maintenance/ restoration, and change management

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. Provision the standalone development environment which has the latest version as the DoIT's production environment
2. Keep the development box available to the customer for the length of the service agreement
3. Grant user access to the developers who are working on developing the site
4. Initial training to POC on how to access the development environment

B. The Customer Responsibilities
The Customer shall be responsible for the following activities:

1. Login to DoIT servers through Jumpbox access
2. Requesting access and training for new users regarding access to their development environment
3. Get approval from DoIT on any new software or tools being used for development of the site with at least 2 weeks of time for DoIT to respond
4. Proper documentation for migrating the site to DoIT PROD environment
5. Entire source code and documentation should be provided to DoIT for review

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	90% uptime

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) Scheduled maintenance will be performed as needed based on the availability of the DoIT team and the customer team.
   b) The customer will be notified no less than two (2) business days prior to the scheduled activity.

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	Within 5 business days after assignment of ticket to the Service Assignment group in ServiceNow.

V. Support and Service Management

A. Support
DoIT will provide support via phone, email, or virtually 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 phone 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 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	Target Resolution
P1	An incident that results in a total cessation of service across the Customer.	[2] business days	[5] business days
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business functions.	[2] business days	[5] business days
P3	Disruption of service for of non-essential	[2] business	[5] business

	functionality, service questions, and administrative requests such as account creation, deletion, and changes	days	days
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

C. <u>Request Management</u>
Requests to move, add, or change service shall be handled as follows:

1. New Service(s)
Entities seeking to use the service or deploy optional services outlined herein must:
   a) Submit a request by email to doit.intake@maryland.gov explaining the business needs or challenges.
      ○ 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 by email to doit.intake@maryland.gov
      ○ Service modifications include increasing or decreasing quantity of units, relocation of service
      ○ 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. <u>Outages</u>
DoIT will notify the Customer by email of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions

E. <u>Support and Service Management Exclusions:</u>
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 or management of customer applications
2. Repairs or services for the customer's third-party technologies
3. Spearheading the Customer initiatives
4. Project management

VI.   Costs for Service

DoIT provides this service through 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 development environment.
   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 submits 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. This section is not applicable to this Service Offering.