

# SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and  
the Customer

For

AI Innovation Lab Services

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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

The AI Innovation Lab (the “Lab”) provides Maryland state agencies with the tools, infrastructure, and expertise needed to test AI use cases via free, time-boxed pilots. This service includes access to a sandbox environment for up to six months, setup for established AI use cases like chatbots and document processing, solutions architecture, licenses for APIs and coding assistants as needed per pilot, AI red teaming exercises, and assistance transitioning pilots from their sandbox environments to production environments. The Lab supports safe experimentation for agencies to explore ways that AI can solve their most urgent needs while gaining realistic estimates for the long-term cost in time, money, and personnel to transition successful AI pilots into ongoing, agency-owned products.

### A. Standard Service:

The following components are included with the standard service. While most pilots will not use all components, these are provided for agencies to use as needed throughout their respective pilots:

- **6 months** of no cost access to test Executive Branch use cases for AI;
- **Fit-for-purpose chatbot tech stack** that lets agencies embed AI into their products and services;

- **IDP tech stack** for benefit processing, document extraction, and platform-specific workflow management;
- **Access to talent** that can offer subject matter expertise needed to build fit-for-purpose AI tools, and provide up to five hours of expertise per week, per pilot.
- **Sandbox access** to test new AI use cases in DoIT's own secure environment;
- **Solutions architecture guidance** on the ideal tech stack to power your AI project;
- **Licenses** for Claude Code access (limited to use during the pilot);
- **AI architecture and infrastructure** to manage your pilot without the need for additional equipment;
- **Licenses for APIs and coding assistants** so your whole team can collaborate;
- **AI red teaming exercises** to test each pilot's security pre-deployment;
- **Deployment to Production** once your AI pilot is ready for users;
- **Assistance to move into a Platform-as-a-Service offering** once your pilot is ready to transition to a product;
- **Training on the Lab's AWS stack** so your team can own your AI product long-term.

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. **Hosting AI pilots beyond 6 months:** The AI Innovation Lab supports pilots at Executive Branch agencies for a fixed period to validate proofs of concept and scale successful ones into production. Agencies that work with the Lab must be prepared to support their products long-term in self-service fashion;
2. **Agencies outside the Executive Branch:** The AI Innovation Lab is part of Maryland's Department of Information Technology (DoIT), whose policies guide Executive Branch agencies. The Lab supports these agencies' efforts to test, validate, and scale AI pilots.
3. **Long-term product maintenance:** Upon each AI pilot's conclusion at 6 months or sooner, agency sponsors must decide whether to sunset their pilots or transition them to AI products that will be managed by each agency's staff and budget.
4. **Un-sponsored pilots:** Each pilot at the AI Innovation Lab must have a designated sponsor, ideally each agency's CIO or Secretary.
5. **Payment beyond pilot:** Executive Branch agencies receive no cost access to the lab throughout their pilot period. Beyond six months,

agencies must incorporate the AI products they create and all support for them into their respective annual budgets.

C. Optional Services

While auxiliary services may be available upon request from the Customer for an additional cost for some DoIT offerings, the Lab will not provide additional services beyond those listed within Section A as part of our Standard Service.

## 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>● Subscribe to and maintain a signed Memorandum of Understanding (MOU) with DoIT.</li></ul>   |
| <b>Technical:</b>     | <ul style="list-style-type: none"><li>● Have an established production environment that uses hyperscaler infrastructure (AWS, Google Cloud, etc.) where DoIT can transition pilots when they are ready to be maintained in production.</li></ul>  |
| <b>Non-Technical:</b> | <ul style="list-style-type: none"><li>● Provide an executive sponsor per pilot.</li><li>● ID a primary point of contact at each agency per pilot who serves as the lead project manager.</li><li>● Policy compliance: All agencies that run pilots through the Lab agree to abide by Maryland’s responsible AI use policy, governance cards, data governance policy, and all applicable policies that govern Maryland’s Executive Branch agencies.</li><li>● Submit the Lab’s interest form requesting to explore an AI use case.</li><li>● Book AI office hours to discuss your use case with the Lab’s AI subject matter experts.</li><li>● Review and sign a statement of work which outlines a phased approach to each pilot.</li><li>● Confirm how many people will work on each pilot, and the number of licenses needed.</li><li>●</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 enterprise managed services:

1. **Tenant Administration:** Provide global administration and maintenance of the State's tenants as applicable per pilot, including service health monitoring and platform-wide configuration. This includes setting up the sandbox for each agency to use per pilot.
2. **License Management:** Provision and assign licenses based on validated requests from the agency's designated **Agency Representative**.
3. **Core Application Support:** Ensure the availability and functionality of all tools and architecture provided per pilot.
4. **Security & Identity Governance:** Manage the integration of M365 with the State Entra ID (Azure AD) to ensure secure Single Sign-On (SSO) and enforce global security policies (e.g., Multi-Factor Authentication).
5. **End-User Service Desk:** Serve as the primary point of contact for all pilot-related technical inquiries, including troubleshooting, "how-to" assistance, and incident reporting.
6. **Solutions Architecture & Consultation:** Act as a strategic advisor to agencies by evaluating business requirements and recommending appropriate AI services (e.g., Claude Code licenses, MCP servers, chatbot architecture) to meet agency goals.

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. **Executive Sponsor:** Name an executive sponsor per pilot;
2. **Product Owner:** Name an agency employee to ensure that each pilot hits all milestones outlined in each statement of work;
3. **Data Ownership & Classification:** Identify and classify all agency data used per pilot, and ensure it is handled according to State record retention and sensitivity policies;
4. **Access Control Management:** Designate agency colleagues who are responsible for managing internal permissions and ensuring only authorized personnel have access to each pilot's sandbox;
5. **Personnel Change Notification:** Promptly notify DoIT of employee on-boarding, off-boarding, or department transfers to ensure that sandbox licenses and access are updated within 5 business days;

6. **End-User Conduct:** Ensure all agency staff adhere to the State's Acceptable Use Policy (AUP) when using their pilot's sandbox and all tools/licenses therein.

## 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     | Depends on the services per pilot |
| Reliability  | 99.9% successful access rate      |

### 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 outside of normal business hours (8 pm - 6 am Monday - Friday; weekends and holidays)
- b) The customer will be notified no less than five (5) business days prior to the scheduled activity.
- c) Within twenty-four (24) hours after the completion of the scheduled activity, the Customer will be notified.

#### 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.
- b) Within twenty-four (24) hours after the completion of unplanned maintenance activity, the Customer will be notified.

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 | 24 hours          |
| License Provisioning                         | 1-2 Business Days |
| Standard Service Request                     | 3-5 Business Days |
| Architectural Consultation                   | 5-7 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. 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 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           | Immediate business impact affecting the availability of the system connectivity, | 5 minutes     | 30 minutes        |

|    |   |            |         |
|----|---|------------|---------|
|    | performance, and functionality in PROD for more than 5 consumers OR 1 or more office locations regardless of number of users.   |            |         |
| P2 | Limited impact on business. Can be the unavailability of certain areas of the system in isolation, while other areas are fully functional. This can also be manifested as the intermittent occurrence of an issue.                                      | 30 minutes | 1 hour  |
| P3 | No material impact of system availability/performance/functionality to end users such as consumers or workers. The issue needs to be resolved to bring the system back to full capability but does not impair the availability of systems to end users. | 2 hours    | 3 hours |
| P4 | A minor problem that affects the service doesn't have a serious impact on users   | 3 hours    | 4 hours |
| P5 | A low-level deficiency that causes minor problems.  | 4 hours    | 5 hours |

\*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)

- Service modifications include increasing or decreasing quantity of units, relocation of service, or access to additional tools like APIs or models.
- DoIT will log the request and assign it to the appropriate team for fulfillment.
- 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 or management of customer applications
2. Repairs or services for the customer’s third-party technologies.
3. Spearheading Customer initiatives
4. 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. The unit of measure for which charges are derived for this service is null since the Executive Branch agencies served by the Lab will not pay for our services throughout their six months. Customers may not extend beyond 6 months and must terminate the pilot if it goes beyond that limit.

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- 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 will not renew because this is a time-limited pilot environment.

- A. Either Party may terminate this Agreement for any reason with at least 30 days written notice to the other Party. Terminating this Agreement automatically terminates all Scopes of Work (SoWs) unless otherwise agreed upon and signed off on in writing by both parties. Upon each pilot's conclusion at 6 months or sooner, agency sponsors must decide whether to sunset their pilots or transition them to ongoing AI products. The Lab's services do not include long-term product maintenance. If an agency transitions a pilot to a product, the agency's staff and budget must manage it themselves or pay for DoIT to manage it on their behalf; the latter case would trigger a new agreement.

## VIII. Warranty, Limitations, and Exclusions

- A. N/A

Version Control Information

Release Date: Pending