

SERVICE AGREEMENT

Between

The Maryland Department of Information Technology and
The Customer

For

FLYNET

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

FLYNET is a cloud-based application utilized by DoIT's customers to access the Annapolis Data Center (ADC) mainframe without the need of direct network connection from a state of Maryland network.

A. Standard Service:

The following components are included with the standard service:

1. HTML access to the Virtual Telecommunications Access Method (VTAM) menu of the Annapolis Data Center mainframe application.

B. Service Exclusions:

The following elements are excluded from the standard service offering:

1. This service does not include provisions for uploading files to the mainframe.

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. N/A

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:

DolT Services:	 Subscribe to identity synchronization using login.md.gov (MFA Services)
Technical:	 Use of a compatible web browser (Microsoft Edge, Google Chrome, Mozilla Firefox all have been tested and confirmed to work with the solution.
Non-Technical:	 Provide 24 x 7 x 365 points of contact (3) 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 Customer (Enterprise)

DoIT shall be responsible for the following activities in coordination with the Customer receiving DoIT enterprise managed services:

- 1. DolT will maintain the application providing the web access to the ADC mainframe.
- 2. DolT will provision access for the using agency's approved users.

B. DolT Responsibilities for Customer (Non-Enterprise)

DolT shall be responsible for the following activities in coordination with the Customer for which DolT does not provide enterprise managed services:

- 1. DolT will maintain the application providing the web access to the ADC mainframe.
- 2. DolT will provision access for the using agency's approved users.

C. Customer Responsibilities

The Customer shall be responsible for the following activities:

- 1. User agency must ensure that users are provisioned with mainframe accounts through normal processes (see FMIS/RSTARS documentation).
- 2. Using agency is accountable for notifying DoIT to provision and remove access as users onboard and offboard with the User agency.

IV. Service Level Agreements (SLA's)

A. Availability

Service availability includes the duration of time the service is operational during a [twenty-four (24) hour period] and the level at which the service functions. The table below further outlines DoIT's service targets.

Category	Measure
Availability	99.9% uptime
Capacity	Up to number of requested users concurrently
Reliability	less than [10ms] of delay

B. <u>Maintenance</u>

DolT 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

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	An incident that results in a total cessation of service across the Customer	[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.	[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.

C. 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 explaining the business needs or challenges.
 - DoIT will evaluate the request to ensure that the service meets the entity's business needs.

2. Service Modifications

To increase or decrease quantities of the existing service, the Customer mus submit a request via email to doit.intake@maryland.gov

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. Development or management of customer applications
- DoIT does not control uptime or downtime for the Annapolis Data Center mainframe.
- 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.
 - 1. The unit of measure for which charges are derived for this service is per user.
 - 2. Reference the current fiscal year Rate Sheet for additional information

B. All services delivered by DolT 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