

## **SERVICE AGREEMENT**

between

The Maryland Department of Information Technology and

The Customer

for

Business Intelligence -

Accounts Only (Microsoft PowerBI Pro for GCC)

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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**

This limited service facilitates procurement and provisioning of Microsoft PowerBI Pro for GCC accounts only. Accounts are accessed as part of Microsoft Office 365 and can be used to develop data visualizations, dashboards, and reports to boost user engagement and inform decision making. Account holders are eligible for limited support as indicated in the DoIT Microsoft Enterprise Agreement. DoIT does not provide onboarding, training or technical support of this product. This service is available through the DoIT Microsoft tenant only and is therefore not available to non-managed agencies.

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

The following components are included with the standard service:

1. Capturing requirements and request clarification;
2. Issue request to vendor for an associated quote;
3. Account provisioning, deprovisioning and transfers;
4. Pass support tickets to the vendor. Limited troubleshooting and issue resolution is available through the DoIT Microsoft Enterprise Agreement.
5. Product renewals with the vendor

#### **B. Service Exclusions:**

The following elements are excluded from the standard service offering:

1. Microsoft Office 365 account
2. Installation of the product
3. Shared/Headless accounts

4. Server-level licenses
5. Licenses for a standalone Microsoft tenant
6. In-house technical support
7. Onboarding, setup, startup and training on the product
8. Customer solutions and content development
9. Customer solutions and content support or troubleshooting
10. Customer content transfers

C. Optional Services

Auxiliary services may be available upon request from the User Entity 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. There are no optional services available with this offering at this time

## 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>• Active subscription to Microsoft O365 account</li> <li>• Active subscription to DoIT Desktop Services or local IT Desktop Services for installation and uninstall purposes.</li> </ul>
<b>Technical:</b>	<ul style="list-style-type: none"> <li>• Active State of Maryland government issued email address.</li> <li>• Customer network has stable and reliable connections.</li> <li>• Utilize a vendor-supported web browser (Chrome, Firefox, Edge or Safari)Software installation</li> <li>• Systems interoperability, maintenance and support</li> <li>• Custom-content development, maintenance, and support</li> <li>• Applications decommissioning activities, including communications to all public facing applications end users.</li> </ul>
<b>Non-Technical:</b>	<ul style="list-style-type: none"> <li>• Maintain Microsoft O365 and PowerBI subscriptions</li> <li>• Provide back-up POC should primary POC depart from State service.</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 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, deprovisioning and transfers
3. License renewals
4. Outage Notifications

#### B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Installation and support, including product troubleshooting
2. Adhere to license use agreements with the vendor
3. Limit license use to named user only
4. Submit a ticket notifying DoIT to deprecate or transfer an account;
5. Users must not store any data categorized as Personal Information (PI), confidential, sensitive, restricted access or similar within the platform;
6. Meet the minimum hardware specifications for use of online platform;
7. Follow all state security policies regarding use of a state system;
8. Accept managed services agreement and standard SLAs;
9. Acquire any needed assistance to on-board the service or for assistance in using the service;

### 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	Varies by Customer's equipment
Reliability	Varies by Customer's equipment and network reliability

#### B. Maintenance

This State is subject to maintenance terms from the vendor who is solely responsible for providing maintenance in accordance with the vendor's maintenance and support program stated in the enterprise license agreement.

1. Scheduled Maintenance

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

a) Scheduled maintenance is automatic as this is an online service.

2. Unplanned Maintenance

a) Unplanned maintenance is automatic as this is an online service.

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	2 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 license processing is completed 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 are triaged and managed based on incident owner and priority as follows:

This service is for a SaaS platform. All incidents are the responsibility of the vendor as agreed in the State's Enterprise License Agreement.

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](mailto: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 via email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov)
  - Service modifications include increasing or decreasing the quantity of units or transferring units.
  - 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.

## 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. Installation of the product
2. Shared/Headless accounts
3. Server-level licenses
4. Licenses for a standalone Microsoft tenant
5. In-house technical support
6. Onboarding, setup, startup and training on the product
7. Customer solutions and content development
8. Customer solutions and content support or troubleshooting
9. Customer content transfers

## 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 named user account.

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

N/A