SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Business Intelligence - Public PaaS
Licenses & Setup (Qlik Analytics Platform - QAP)

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 service includes licenses and initial setup for a developer to build custom analytic applications based on rich front-end and back-end APIs.The service includes a license with access to the Qlik Analytics Platform (QAP) and support with initial setup or migration of QVF files developed using the QlikSense platform only.

The QAP enables developers to easily and flexibly embed Qlik visualizations including functionality into other desktop and mobile applications to share with non-account holders, including to the public. Embedded content extends the reach of the platform capabilities and solutions to a broader audience. Developers can enhance solutions using common programming languages such as Javascript and CSS.

A.   Standard Service:
The following is a non-exhaustive list of features included with the standard service:

Standard platform features include:

1.   Ability to share content publicly
2.   Import a QVF file as a single configurator, a simple public application (i.e. i-frame)
3.   Import a QVF file using custom web application development, such as Javascript or CSS (i.e. mashup)
4.   Access to the Qlik Management Console and Dev Hub
5.   Access to the Qlik Sense APIs and SDKs

6. Full API access to the Qlik associative engine to build rich and smart data-driven analytic applications

Standard service features include:

7. In-house technical support for initial setup and migration of content
8. Marketing of production solutions to local and national user communities
9. Accessibility checks to maximize the reach within all constituent communities
10. Product renewals with the vendor

B. <u>Service Exclusions:</u>
The following elements are excluded from the standard service offering:

1. QlikSense account (see BI - Private PaaS - Accounts & Training)
2. Technical support and maintenance beyond initial setup and/or migration (see BI - Public PaaS - Customer Developed Applications Support Services)
3. Technical support for non-standard platform usage and data connections,
4. Installation or support of non-standard extensions, plug-ins and add-ons
5. Data creation, preparation, remediation or maintenance
6. Data source design, development, maintenance and troubleshooting (see BI - Public PaaS - Customer Developed Applications Support Services)
7. Enhanced features, including GeoAnalytics and NPrinting (see BI - QlikSense Enhanced Feature)
8. Technical support and maintenance beyond initial setup and/or migration (see BI - Public PaaS - Customer Developed Applications Support Services)

C. <u>Optional Services</u>
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. Custom content development, enhancements and maintenance

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:	● Active subscription to Multi-Factor Authentication service (login.md.gov - Okta) for maryland.gov users.

	● Active Professional QlikSense account holder
Technical:	● Customer network has stable and reliable connections. ● Utilize a vendor-supported web browser (Chrome, Firefox, Edge or Safari) ● Data sources must be accessible via configured firewall rules and access permissions for public viewing. ● Ensure security of data and systems shared to the public.
Non-Technical:	● Conduct and remediate based on digital accessibility report.

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 managed services:

1. License provisioning and deprovisioning;
2. Export and import of QVF file from QlikSense to QAP platforms;
3. Platform administration;
4. Platform monitoring;
5. Platform governance;
6. Platform security rules;
7. Outage notifications;

B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Prior to license provisioning, DoIT must receive confirmation from a supervisor of the requestor, who must be a State employee.
2. Submit a request via email to service.desk@maryland.gov indicating which application to migrate and which data stream the application has been published OR export the QVF file and attach it to the ticket.
3. Follow the Vendor License Agreement;
4. Submit a request to DoIT to deprovision a license;
5. Actively participate in the process to connect a required data source;
6. Meet the minimum hardware specifications for use of online platform;
7. Provide access to data connections needed for the application(s);
8. Follow all state security policies regarding use of a state system;

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	Total system is 200 GB

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 is performed outside of normal business hours (8 PM - 6 AM EST Monday - Friday; weekends and state holidays).

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	3 Business Days

V. Support and Service Management

A. Support

DoIT will provide support via telephone, email, or chat according to the SLA's outlined above.

1. DoIT Service Desk twenty-four (24) hours a day, seven (7) days a week.
2. DoIT Data Services Team 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*:

The DoIT managed QlikSense platform is hosted on the DoIT hosted AWS environment. Please refer to the Public Cloud (AWS) Hosting Service Service Agreement incident response table for information on outages that are attributed to the AWS environment.

Incident Owner: Data Services Team (QlikSense Platform)			
Priority (P)	Description	Response Time	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 non-essential functionality, service questions, and administrative requests.	2 Business Days	5 Business Days
P4	Any other type of incident not included above.	2 Business Days	10 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)
The Customer seeking to utilize the service 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 Customer's business needs.

2. Service Modifications
To increase, decrease, or alter existing service, the Customer must:
   a) Submit a request via email to service.desk@maryland.gov
      ○ Service modifications include increasing or decreasing the quantity of 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 communicate via X, formerly known as Twitter, @datamaryland 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-developed content;
2. Technical support for non-standard platform usage and data connections,
3. Installation or support of non-standard extensions, plug-ins and add-ons;
4. Data creation, preparation, remediation or maintenance;
5. Data source design, development, maintenance and troubleshooting;
6. Enhanced features, including GeoAnalytics and NPrinting;
7. 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 application.
2. Charges are associated with the shared cost of the platform, cost of the additional licensing, training and hosting within the DoIT AWS environment.
3. 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. Warranty
1. Platform Management: Ensure QlikSense platform and AWS hosting environment are proactively monitored, notifying customers of outages within a reasonable time frame and working directly with the vendor and the DoIT Cloud Services team to troubleshoot issues, when applicable.
2. Technical Support: Assist with standard troubleshooting issues related to the named product access or DoIT-managed aspects of the service.

B. Limitations
1. Vendor licensing terms: DoIT serves as the primary customer to the vendor, Qlik. All licensed users are subject to the terms and conditions in the vendor's customer agreement.
2. DoIT is not responsible for:
   a) Feature Availability: The vendor reserves the right to modify or discontinue, deprecate or otherwise, any platform feature without notice.
   b) Data Security and Privacy: The Customer is responsible for complying with all State and DoIT-specific data security and privacy policies while operating within the platform. The current platform is not regulated to

protect data classified as confidential or restricted. The Customer is to self-monitor data loaded by the Customer's named account holders and take immediate and appropriate action to remove and discontinue the use of such data on the platform.
3. DoIT will discontinue any account that is found to be operating outside of the vendor's user license agreement or any statements in this agreement. DoIT will notify the named account holder and the identified manager of the action within a reasonable timeframe.
4. DoIT will remove any data classified as confidential or restricted if the named account holder has not removed the identified data within 30 days of notification. DoIT will notify the named account holder and the identified manager of the action within a reasonable timeframe.

C. Exclusions
1. The Customer is solely responsible for ensuring the data in the Customer's licensed accounts is complete, accurate, up-to-date, and complies with relevant government regulations and policies.
2. DoIT is not responsible for customizations or modifications made to individual account environments beyond what is included in the service agreement.
3. DoIT is not liable for content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control.
4. Customers must not connect to any data source hosting data categorized as Personal Information (PI), confidential, sensitive, restricted access or similar within the platform;