

Service Level Agreement

between

Service Providers

Full Address of all Service Providers delivering products through this SLA

hereinafter called "Service Providers"

and

User Organisation

Full Address of User

hereinafter called "User"

(In this Agreement the Service Provider and the User shall be referred to together as the "Parties" and individually as the "Party").

the following has been agreed:

1 SERVICE DESCRIPTION

The following services shall be subject to the delivery:

1.1 Product XX

Brief Service description:

Product features:

1.2 Product XY

Brief Service description:

Product features:

2 CONTRACT CONDITIONS

2.1 Responsibilities of the SERVICE PROVIDER

2.1.1 Delivery of Products

2.1.1.1 Delivery of Product XX

2.1.1.2 Delivery of Product XY

2.1.2 Additional Service (Installation/Maintenance/Training)

2.1.3 Warranty

The Service Provider guarantees that the products are according to the specification made in the 'product description' shown above.

2.2 Responsibilities of the USER

2.2.1 Service validation

The user will critically review all deliverables. Initial acceptance of products will be based on a written *user acceptance note* for mapping services and for final (downstream) services (model results)

2.2.2 Integration of services within operational mandate

Every service to be delivered shall be used and integrated into the normal work of the respective organisation. This will demonstrate the usefulness of the services and will identify open gaps and problems to be solved for operational use.

The following additional contributions will be provided:

Type of Contribution	Name of User Organisation	Remarks
Cash Investment		
Staff allocation		
Infrastructure		
Others		

2.2.4 Dissemination of results to other user organisations

In order to show findings and demonstrate the usability of services and products the following actions are foreseen:

Type of Contribution	Name of User Organisation	Remarks
Participation in GMES meetings organised by ETC-TE within Task 1		funded by project
Dissemination in national meetings and working groups		
Dissemination in international meetings and working groups		
Publications		
Others		e.g. on internal WEB pages
Integration of results into user Information system		Make all results available for all participating parties
Integration of results into other international information systems		Dissemination of LC Information is possible without restrictions. Release of model results using restricted information is possible only after written approval by Users concerned.

2.2.5 Reporting Obligations

The USER will provide at least the following documents to ESA via the project manager:

- *Initial User acceptance note* for mapping services and for final (downstream) services (model results)
- For each service *user-side utility reports* will be provided, showing the areas where the services have been applied together with the benefits (real or potential) which can be achieved in comparison to existing work flows / practices.
- Final user acceptance will be documented in a *final user acceptance note*.

2.2.6 Mitigation actions procedure

Identification of critical processes
<ul style="list-style-type: none">▪ <i>e.g. permanent tracking of progress and results</i>
Backup provision
<ul style="list-style-type: none">▪ <i>e.g. in case of non-availability of data for a certain season transfer of actions into next season upon approval of ESA, user and SP</i>
Recovery procedures
<ul style="list-style-type: none">▪ <i>e.g. if certain crucial data sets are not available for certain regions, products will be provided for regions where the appropriate data is available upon approval by ESA, user and SP</i>
Transition
<ul style="list-style-type: none">▪
Escalation procedure
<ul style="list-style-type: none">▪
Disengagement
<ul style="list-style-type: none">▪

2.3 Time schedule and Delivery Milestones

2.3.1 Service provision milestone plan for mapping product **XY** (e.g. M2.1)

Service Milestone *	Delivery expected	Product to be delivered	Responsible	Explanation
SP-1			SP, approval QA Team	Qualification of service chain and operators <u>Input Documents:</u> Service Validation Protocol (C5), training certificates <u>Output:</u> Minutes of Production Readiness Review (PRR)
SP-2			User / SP	Service level agreement finally approved and production kick-off <u>Documents:</u> SLA, kick-off minutes
IP-1.			SP	<u>Delivery</u> to QA Team: first batch of data base of mapped area <u>Documents:</u> Service Provider: TN as input to Service Operations Report (S6) ;
IP-2.			SP	<u>Delivery</u> to QA Team: full data base of mapped area <u>Documents:</u> Service Provider: TN as input to Service Operations Report (S6) ;
SP-3			SP, approval QA Team	Independent user-side service quality assurance successfully passed for mapping products <u>Documents:</u> QA Team: Service Validation Report (C6), TN QA
IP-3.			SP	<u>Delivery</u> to User: full data base of mapped area
SP-4				Not applicable
SP-5			User	Final user acceptance <u>Documents:</u> TN Acceptance Test as input to Service Validation Report (C6), Final user acceptance note and user-side utility reporting (Service Utility Report - U4)

* SP = Service Provision Milestone (GSE Land Payment Milestone relevancy); IP = Internal Provision Milestone (no GSE Land Payment Milestone relevancy)

2.3.2 Service provision milestones for downstream product **XY** (e.g. WQ1.7)

Service Milestone *	Delivery expected	Product to be delivered	Responsible	Explanation
SP-1				Not applicable
SP-2			User / SP	Service level agreement finally approved and production kick-off <u>Documents:</u> SLA, kick-off minutes
SP-3				Not applicable
IP-1.			SP	<u>Delivery</u> : data base of final product <u>Documents:</u> Service Provider: TN as input to Service Operations Report (S6)
SP-4			User / SP	Initial user acceptance for final (downstream) services <u>Documents:</u> User: TN Acceptance note issued by user organisation (Confirmation of Receipt)
SP-5			User	Final user acceptance <u>Documents:</u> TN Acceptance Test as input to Service Validation Report (C6), Final user acceptance note and user-side utility reporting (Service Utility Report - U4)
IP-2.			User	Update of user-side utility reporting (Service Utility Report - U4) after long term usage

*SP = Service Provision Milestone (GSE Land Payment Milestone relevancy); IP = Internal Provision Milestone (no GSE Land Payment Milestone relevancy)

2.3.3 Overall delivery schedule

Service Description				Phase 1												Phase 2	
				2005			2006										
Service	Implementat ion site	Service Building Block	Service provider	Oct T ₀ +1	Nov T ₀ +2	Dec T ₀ +3	Jan T ₀ +4	Feb T ₀ +5	Mar T ₀ +6	Apr T ₀ +7	May T ₀ +8	Jun T ₀ +9	Jul T ₀ +10	Aug T ₀ +11	Sep T ₀ +12	Oct T ₀ +13	Nov T ₀ +14
WQ	Saar- Mosel	M2.1	ITD		1 2		1	2	3 3			5					
		WQ1.7	ITD		2							4		5			

Production schedule as defined in SLAs

Details of delivery shall be negotiated with users in final SLAs

- User evaluation & production preparation incl. data acquisition, task 4 results integration etc.
- final production

GSE Land Service Provision Milestones



- SP-1: Qualification of Service Chains and Operators
- SP-2: Service Level Agreement finally approved and production kick off
- SP-3: Independant user-side service quality assurance successfully passed for mapping products
- SP-4: Initial user acceptance for final (downstream) services
- SP-5: Final User Acceptance



IP-X

Figure 2-1: Detailed production plan incl. service (SP) and internal (IP) provision milestones for **Implementation Site** according to SLAs **XY** for **WQ/WA/PR/PU**

2.4 PRICE

The price is for all deliverables Delivery Duty Unpaid (DDU), exclusive of import duties and V.A.T, in accordance with the Incoterms 2000

Price changes

A change in the price or in the apportionment of the price can only be made in accordance with an agreed change in writing.

2.4.1 Price for Production

The price has been set up to produce and deliver the above mentioned products within the framework of the project.

The total firm fixed price excluding any taxes and duties amounts to

EURO 1234,--

With respect to the special contract conditions of ESA GSE Stage II projects it is important to note the following issues:

- The price presented above shows the production costs only for all services offered.
- The effort for the ESA project management and the networking is not included. This is true for additional costs arising from the special tender conditions of ESA as well (e.g. for reporting)
- Under commercial conditions the management overheads (project management and network control) would need to be added

2.4.2 User Side Investment

The following contribution on user side is foreseen:

A) Financial contribution:

EURO 1234,--

B) Investment in kind:

EURO 1234,--

2.5 LIABILITY

- 2.4.1 Technical specifications, formats, and quality standards may be published from time to time by the Service Provider.
- 2.4.2 For a period of 3 months after delivery of products/services delivered by the Service Provider, the Service Provider warrants to the User that the products/services supplied by the Service Provider and purchased by the User are free from defects of workmanship and material and are of the area ordered. However the Service Provider's responsibility and liability are the replacement of the defective products/services and the transportation cost from the Service Provider to the User of the new products/services. If the products/services do not fulfil the User's schedule requirements (e.g. fixed need date for specified data without defect), the User shall have the right to cancel the order.

The Service Provider gives no further warranty and expressly excludes the same whether express, implied, statutory, or otherwise, especially as to quality or fitness of the products/services for any particular purpose.

- 2.4.3 In no event shall the Service Provider be liable to the User or to any other party for any loss or damage whatsoever and howsoever caused arising directly and indirectly in connection with the specification of the products/services. The Service Provider's financial liability shall not exceed amounts paid for products/services ordered and delivered for which a claim has been received.
- 2.4.4 In case that specific data sets of the user which are requested by the Service Provider for being crucial to produce certain products can not be made available to the service provider in time - which may lead to non-ability of delivering the respective products or to a reduction of the foreseen quality - this shall not lead to any liability of both parties.

2.6 Applicable Law and Arbitration

- 2.5.1 The originals of this Agreement shall be governed by and interpreted in accordance with the laws of Germany
- 2.5.2 In the event of a dispute or misunderstanding between the Parties, the aggrieved Party shall send written notice to the other as soon as possible, explaining the nature and details of the dispute or misunderstanding. If the Parties are unable to settle the dispute amicably, three arbitrators appointed under these rules shall finally settle it under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris,

Arbitration proceedings shall be conducted in Zurich, Switzerland, in the English language.

Each Party shall bear the costs of arbitration proceedings in the proportions determined by the arbitrators.

2.7 Miscellaneous

- 2.6.1** Any amendment or change to the Agreement shall only be effective once signed by a duly authorized representative of each of the Parties.
- 2.6.2** Failure or neglect by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Party's rights to take subsequent action.
- 2.6.3** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision or the total Agreement. The parties agree to modify the invalid provision in such a way to achieve a valid provision.
- 2.6.4** The provisions herein represent the full extent of the Agreement between the contracting Parties. This Agreement supersedes all other previous agreements between them.
- 2.6.5** This service level agreement shall come into force after signature of the GSE Land project contract between ESA and Infoterra GmbH

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT
THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES,
THIS DAY OF**

Done in original copies,

SERVICE PROVIDER

USER

