



**food security**  

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**tep**

**Food Security Thematic Exploitation Platform  
(Food Security TEP)  
Service Level Agreement**

## Scope of the agreement

The Food Security Thematic Exploitation Platform (TEP) is a cloud platform service that provides

- Data-as-a-service
- Data Processing-as-a-Service
- Data Hosting and Provision Services
- Algorithms-as-a-Service
- Algorithm Hosting Services
- Interactive Development Services
- User Support Services

and additional services as outlined in our public service offer for the Satellite Remote Sensing community (<https://foodsecurity-tep.net/service-pricing>).

The above-mentioned platform service is owned and run by a consortium of international companies led by Vista Remote Sensing in Geosciences GmbH, Germany.

This agreement represents a Service Level Agreement (“SLA” or “agreement”) between the user of Food Security TEP services (Customer) and VISTA Remote Sensing in Geosciences GmbH (Service Provider).

## Definitions

### **Maintenance**

Maintenance is defined as planned activities carried out by Food Security TEP to maintain the functionality of its systems and services.

Food Security TEP will use commercially reasonable efforts to provide Maintenance notifications via email at least five (5) business days before any Maintenance is performed on its systems if the Maintenance is reasonably expected to cause any material degradation or drop in service availability or quality.

Emergency scheduled maintenance may occur due to unforeseen events or security related incidents. Due to the nature of such emergency works, there may be minimal notice provided for such events. Food Security TEP will endeavour to provide as much notification as possible and try and minimise the occurrence of such events.

### **Service Credit**

A “Service Credit” is the percentage of the applicable monthly service fee, calculated as set forth below, that Food Security TEP may credit back to an eligible account.

### **Normal Working Day**

We relate our information on working days to all normal working days, with the exception of weekends and public holidays in Germany and Italy.

## Responsibilities

### Responsibilities of the service provider

- The service provider operates Food Security TEP as webservices and offers APIs, applications and GUIs for users.
- The webservices is operated on 24 hours during all 7 days of the week (24/7).
- The service provider will keep service downtimes as short as possible. Users will be notified about service unavailability via the Food Security TEP website and maintenance notice emails. If possible, an estimated length of the period of unavailability will be given. Target availability is 98% (see chapter Service Availability).
- Service interruptions due to maintenance will be kept as short as possible and users will be informed via emails and the Food Security TEP website.
- The service provider will provide user support through the helpdesk of Food Security TEP during business days. The target response time is next business day (see chapter Service Availability)

### Responsibilities of service users

- The Service user makes use of the provided services according to their purpose.
- The Service user informs the Service Provider of any malfunctioning or issue he or she acquires knowledge of.
- The Service user settles any legitimate request for payment for Service usage.

## Service Availability

Food Security TEP services will be available 98% of the time every month. If Food Security TEP does not meet this guarantee, you will be eligible to receive a compensation as described below.

Food Security TEP services are considered to be unavailable when the API is inaccessible from any location. The duration of this unavailability is  $T_u$ .

Food Security TEP services may be unavailable due to planned maintenance as well. A planned maintenance service interruption will be announced at latest 5 days in advance. These maintenance service interruptions will only be planned to conduct necessary maintenance works to ensure functionality or to introduce new features. The duration of maintenance service interruption is  $T_m$ .

Availability is calculated per calendar month, using following formula:

$$A = \frac{T_{total} - T_m - T_u}{T_{total} - T_m}$$

Where  $T_{total}$  is the total duration of the calendar month

If the availability in a calendar month is not achieved, then the Customer is eligible for a compensation of the affected services calculated as follows:

<b>Availability</b>	<b>Compensation</b>
95.1% < A < 98%	5%
90.1% < A < 95 %	10%
A < 90%	20%

This compensation can be claimed by contacting Food Security TEP at [support@foodsecurity-tep.net](mailto:support@foodsecurity-tep.net) and including the dates and times of unavailability. If these are confirmed, then the compensation will be issued, provided the Customer complies with the provisions of the Service Agreement, in particular provided the Customer is not in arrears with any payment of fees. The compensation is issued as a credit that will applied against future fee payments or provided as additional service credits.

## Exclusions

Food Security TEP cannot be held accountable for

1. circumstances beyond our reasonable control, in particular any force majeure event such as
2. a war, strike, riot, crime, or an event described by the legal term Act of God (hurricane, flood, earthquake, volcanic eruption, etc.)
3. Failures or faults of the browser/software/networking or hardware under the Customer's control
4. Actions or omissions of the Customer
5. The use of the services in a manner contrary to the Agreement

## Support Response Time

The Food Security TEP Operations team provides user support through the helpdesk of Food Security TEP during Normal Working Days. Normal Working Days are defined as regular business days (Monday to Friday) excluding official holidays in the Federal Republic of Germany and Italy.

Support Response Time is offered based on the level of a user's Platform User Subscription:

<b>Type of User Subscription</b>	<b>Support Response Time</b>
Basic User Subscription	Within 4 Normal Working Days
Expert User Subscription	within 2 Normal Working Days
Premium User Subscription	within 1 Normal Working Day

## LIABILITY

### **Limitation of liability**

In no event the service provider be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Services or otherwise under this Agreement, even if advised of the possibility of such damage.

### **No warranties**

The Services are provided in accordance to this agreement and otherwise "AS IS" and the Service provider makes no representations or warranties of any kind with respect to the Services, any proprietary rights or any Clients products or services based on or otherwise using the Services, whether express or implied, including, but not limited to merchantability, fitness for a particular purpose and non-infringement of third party rights such as copyrights, trade secrets or any patent.

## Communication

### **Service Provider contact for the Customer**

[support@foodsecurity-tep.net](mailto:support@foodsecurity-tep.net)