

**EGI Pay4Use VO**

**SERVICE LEVEL AGREEMENT**

|  |  |
| --- | --- |
| **Customer** | Exprivia S.pA. |
| **Provider** | EGI Foundation |
| **First day of service delivery** | 2019-05-13 |
| **Last day of service delivery** | 2020-05-12 |
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| **Agreement finalization date** | 2019-05-12 |
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**DOCUMENT LOG**

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**TERMINOLOGY**

The EGI glossary of terms is available at: [https://wiki.egi.eu/wiki/Glossary](https://wiki.egi.eu/wiki/Glossary%20)

For the purpose of this Agreement, the following terms and definitions apply. The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", “MAY", and "OPTIONAL" in this document are to be interpreted as described in RFC 2119.

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The present Service Level Agreement (“the Agreement”) is made between **EGI Foundation (the Service Provider)** and **Exprivia S.p.A. (the Customer)** to define the provision and support of the provided services as described hereafter. Representatives and contact information are defined in Section 6.

**Project "Copernicus Space Component Worldwide Sentinels Data Access Benchmark" will set up a benchmarking service for all Sentinel Data Hubs and DIAS managed by ESA as well as for some Third-Party sites that offer similar features world-wide. The service will deploy across Europe virtual machines on which the benchmarking suite will be installed and from which the tests towards the data hub will start automatically / DIAS and who will collect the relevant metrics.**

The Customer is a consortium represented by the **Exprivia S.p.A.**

This Agreement is valid from **2019-05-13** to **2020-05-12**.

The Agreement was discussed and approved by the Customer and the Provider on **30 April 2019**.

# The Services

All services provided by EGI are listed under ​<https://www.egi.eu/services/>, and are accessible via the EGI Marketplace: ​[https://marketplace.egi.eu/​](https://marketplace.egi.eu/%E2%80%8B).

Allocation type:

* **Pledged** - Resources are exclusively reserved to the Community and the job will be executed immediately after submission.

Payment modes:

* **Pay-per-use** - Model where customer directly pay for the service used.
* **Sponsored** - Model where the customer uses services that are funded, or co-funded, by the European Commission or government grants.

The Service(s) are defined by the properties summarised in the following table described in the below links:

* **Cloud Compute:** <https://www.egi.eu/services/cloud-compute/>

|  |
| --- |
| **Compute** |
| Component Provider | **RECAS-Bari** | **CESGA** | **CLOUDIFIN** | **IN2P3-IRES** |
| Country | Italy  | Spain | Romania | France |
| Category | [Cloud Compute](https://www.egi.eu/services/cloud-compute/)  | [Cloud Compute](https://www.egi.eu/services/cloud-compute/)  | [Cloud Compute](https://www.egi.eu/services/cloud-compute/) | [Cloud Compute](https://www.egi.eu/services/cloud-compute/) |
| VM configuration | 4 vCores, 16 GB RAM, 50 GB disk | 8 vCores, 32GB RAM, 100GB disk (bare-metal)2 vCores, 8 GB RAM, 50GB disk | 12 cores - 32 GB RAM ,100GB HDD (bare-metal)2 cores - 8 GB RAM 50GB HDD | 8 cores - 32 GB RAM, 100GB HDD |
| Public IP addresses: | 1 | 2 | 2 | 1 |
| Allocation type:  | Pledged[[1]](#footnote-1) | Pledged | Pledged | Pledged |
| Payment mode offer: | Pay-for-use[[2]](#footnote-2) | Pay-for-use | Pay-for-use | Sponsored |
| Duration: | 1 year | 1 year | 1 year | 1 year |
| **Virtual Organisation** |  |
| Supported VOs: | benchmark.terradue.com |
| VO ID card: | <https://operations-portal.egi.eu/vo/view/voname/benchmark.terradue.com> |
| VO-wide list: | <https://vmcaster.appdb.egi.eu/store/vo/benchmark.terradue.com/image.list> |
| **Service Offer [€]** |
| Total[[3]](#footnote-3) | € 8,089.79[[4]](#footnote-4) |

The Services are supported by additional services:

* Accounting[[5]](#footnote-5)
* Service Monitoring[[6]](#footnote-6) (operational only)

Note: Please note that the following services are not provided by EGI Foundation:

* Monitoring of benchmark.terradue.com
* Monitoring of services provided by the Customer on agreed resources

# Service hours and exceptions

IT services according to the service catalogue are in general delivered during 24 hours per day, 7 days per week (i.e. 365 days or 8,760 hours), to seamlessly support business operations. Planned and announced interruptions may reduce the effective operating time of a service.

The following exceptions apply:

* Planned maintenance windows or service interruptions (“scheduled downtimes”[[7]](#footnote-7)) will be notified via e-mail in a timely manner i.e. 24 hours before the start of the outage, to the Customer through the Broadcast Tool[[8]](#footnote-8).
* The provider must provide justification for downtime periods exceeding 24 hours
* Human services are provided during support hours.

# Support

Support is provided via EGI Service Desk[[9]](#footnote-9). Access requires a valid X.509 or the login via an EGI SSO account[[10]](#footnote-10). Support is available:

* Monday to Friday.
* From 09:00 to 17:00 in the time zone of the relevant Component Providers.

Service times always apply with the exception of public holidays in the country of the supporting Component Providers.

## Incident handling

Incidents will be handled according to the Quality of Support level that is estimated according to the impact of the outage or service quality degradation.

The Quality of Support in this Agreement has level: **Advanced[[11]](#footnote-11)** The Quality of Support levels are defined as follows:

**Advanced level:**

|  |  |  |
| --- | --- | --- |
| **Incident priority** | **Response time** | **Comment** |
| **Less urgent** | 5 working days | wishes and enhancements that are “nice to have” |
| **Urgent** | 1 working day | service degraded; workaround available |
| **Very Urgent** | 1 working day | service degraded; no workaround available |
| **Top priority** | 4 working hours | service interrupted; needs to be addressed as soon as possible |

Response time is provided as a service level target.

## Service requests

In addition to resolving incidents, standard service requests (<https://wiki.egi.eu/wiki/EGI_Service_requests>) will be fulfilled through the defined support channels in the same way as incidents. Service requests are classified as “Less urgent”.

# Service level targets

Service level targets are detailed in the table below, with a general guideline on Service level targets provided below:

|  |  |
| --- | --- |
| **Component** | **Cloud Compute** |
| **Monthly availability** | 95% |
| **Monthly reliability** | 95% |

**Monthly Availability**

* Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month. As reported by EGI monitoring services.
* Minimum (as a percentage per month): 95%

**Monthly Reliability**

* Defined as the ability of a service or service component to fulfil its intended function at a specific time or over a calendar month, excluding scheduled maintenance periods. As reported by EGI monitoring services.
* Minimum (as a percentage per month): 95%

**Quality of Support level**

* Advanced (Section 3)

**Cost modulation based on reduced A/R levels**

All of the component providers must individually reach the above specified A/R targets. Cost modulation may be applied for those underperforming provides.

|  |  |
| --- | --- |
| **Monthly Availability/Reliability (I)** | **Cost modulation** |
| ≥ 95% | 100% |
| 90 ≤ I <95 | 97% |
| 75 ≤ I <90 | 87% |
| I < 75 | 70% |

# Limitations and constraints

The Services provisioning is subject to the following limitations and constraints:

* Support is provided in English.
* Availability and Reliability calculations are based on the Service Monitoring operational results.
* Failures in VO monitoring are not considered as SLA violations.
* Downtimes needed to ensure the security of the Service issues are not considered Agreement violations.
* The customer is responsible for maintaining licenses and adhering to the license terms of any software that is run on the component providers.
* The individual service components provide resources that may be terminated or replaced due to failure, retirement or other requirement(s). EGI Foundation has no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from the foregoing.
* In no event will EGI Foundation be liable for any special, incidental, punitive or consequential damages (including, without limitation, lost profits, loss of use, loss of data or loss of goodwill), or the costs of procuring substitute products and / or Services, arising out of or in connection with this agreement or the use or performance of any products and / or Services provided by EGI Foundation hereunder, whether such liability arises from any claim based upon breach of contract, breach of warranty, tort (including negligence), product liability or otherwise. The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.
* EGI Foundation liability to the Customer with regards to an individual service is restricted to the total value of any amounts paid by the Customer to EGI Foundation in the previous 12-month period on that individual service.
* Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control. Means any
	+ fire, flood, earthquake or natural phenomena,
	+ war, embargo, riot, civil disorder, rebellion, revolution which is beyond the Provider’s control, or any other causes beyond the Provider’s control.

# Communication, reporting and escalation

## General communication

The following contacts will be generally used for communications related to the service in the scope of this Agreement. The authoritative contact information is available in the EGI configuration database GOCDB.

|  |  |
| --- | --- |
| **Customer contact** | Stefano VignoliStefano.Vignoli@exprivia.comProject ManagerMobile +393346402263 |
| **EGI Foundation contact** | Yannick Legrésla@mailman.egi.eu Managing Director at EGI Foundation  |
| **Service Support contact** | See Section 3 |

## Regular reporting

As part of the fulfilment of this Agreement and provisioning of the service, the following reports will be provided:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Report title** | **Contents** | **Frequency** | **Produced by** | **Delivery** |
| **Services Performance Report** | The document provides the overall assessment of service performance (per month) of all Component Providers and the SLA target performance achieved during the reporting period | Aligned with invoicing schedule (Section 9), unless otherwise specified/requested by the customer | EGI Foundation | Email to **customer** together with invoice for period |
| **Agreement Violation** | Agreement violation justification and a plan for service enhancement | Within five (5) working days from the EGI Foundation having received the Agreement violation notification from the Component Provider | EGI Foundation | Email to **customer**[[12]](#footnote-12) |

## Violations

The EGI Foundation commits to inform the Customer, if this Agreement is violated or violation is anticipated. The following rules are agreed for communication in the event of violation:

* In case of any violations of the Services targets, EGI Foundation will provide justifications to the Customer.
	+ In case of unavailability of the Component Provider to provide the service, the EGI Foundation will search for a new Component Provider and support migration.
* The Customer will notify the supporting Component Provider in case of suspected violation via the EGI Service Desk (Section 3). The case will be analysed to identify the cause and verify the violation.

## Escalation and complaints

For escalation and complaints (a customer complaint is a customer's expression of dissatisfaction with an EGI service, either orally or in writing), EGI Foundation contact (section 6.1) point shall be used, and the following rules apply:

* In case of repeated violation of the Services targets for two consecutive months, a review of the Agreement will take place involving the parties of the Agreement.
* Complaints or concerns about the Services provided should be directed to the EGI Foundation contact who will promptly address these concerns. Should the Customer still feel dissatisfied, about either the result of the response or the behaviour of the supporting Component Provider, complaints@egi.eu should be informed.

# Information security and data protection

The following rules for information security and data protection related to the Service apply:

* Assertion of absolute security in IT systems is impossible. The Component Provider is making every effort to maximize security level of users’ data and minimize possible harm in the event of an incident.
* The Component Provider will define and abide by an information security and data
protection policy related to the service being provided.
* The parties of the Agreement will meet all requirements of any relevant policy or procedure of the Provider[[13]](#footnote-13) and will comply with the applicable national legislation.

# Responsibilities

## Of the EGI Foundation

Additional responsibilities of the EGI Foundation are as follows.

* EGI Foundation adheres to all applicable operational and security policies and procedures[[14]](#footnote-14) and to other policy documents referenced therein.
* EGI Foundation monitors of the Service in order to measure the fulfilment of the agreed service level targets.
* EGI Foundation retains the right to introduce changes in how the Service is provided, in which case the Provider will promptly inform the Customer and update the Agreement accordingly.
* EGI Foundation will create one or more Virtual Organizations (VOs) to define the group of users entitled to access the Service. Information about the VO will be regularly updated in EGI Operations Portal[[15]](#footnote-15).

## Of the Component Provider

Additional responsibilities of the Component Provider are as follows.

* The Component Provider adheres to all applicable operational and security policies and procedures[[16]](#footnote-16) and to other policy documents referenced therein.
* The Component Provider allows monitors the Service in order to measure the fulfilment of the agreed service level targets.
* The Component Provider retains the right to introduce changes in how the Component Service is provided, in which case the Component Provider will promptly inform EGI Foundation and the Customer and update the Agreement accordingly.

## Of the Customer

The responsibilities of the Customer are:

* **The customer agrees to acknowledge the use of EGI Services in any publication with the following sentence: “This work used the EGI infrastructure with the dedicated support of RECAS-Bari, CESGA, CLOUDIFIN and IN2P3-IRES”**
* The Customer will provide during Agreement review (yearly) a list of scientific publications benefiting from the Service.
* The Customer must not share access credentials with anyone else.
* The data stored in the system by the Customer must not cause any legal violation due to the content type (such as copyright infringement, dual use, illegal material).
* The use must be consistent with the Acceptable Use Policy[[17]](#footnote-17) of the Service.
* The Customer will notify the Provider in case the actual amount of the Service used results in being under- or over-estimated. The Customer will request an update of the Agreement to ensure optimal usage of the Service.
* The Customer must request EGI Service Desk support[[18]](#footnote-18) to enable assigning tickets with appropriate VO name.
* When applicable, the Customer is responsible of ensuring that the Virtual Machine images endorsed and listed in the AppDB[[19]](#footnote-19) VO image list are properly maintained and updated.

# Finance and Administration

## Service Offers

The EGI Foundation is expected to adhere to the service offer and associated costs provided and agreed timescales, unless changes are otherwise agreed between both parties in writing (See Section 2).

## Invoicing and Payment Schedule

The EGI Foundation is to invoice the Customer directly according to the below schedule. Note that invoices need to be accompanied by a Service Performance Report (see Section 6.2).

|  |  |  |  |
| --- | --- | --- | --- |
| **Service delivery period** | **Invoicing frequency** | **Produced by** | **Delivery** |
| **13/05/2019 – 12/05/2020Twelve (12) months** | Once, for €8,089.79[[20]](#footnote-20) within 7 days of agreement end date. Payment is due within 30 days of invoice date. | EGI Foundation | Email to **Customer** together with Service Performance Report for period. |

Invoice details:

* Reference: Stefano Vignoli, Project Manager
* Company Name: Exprivia S.p.A.
* Address: Via Adriano Olivetti 11, 70056 – MOLFETTA (BA)
* VAT: 09320730154
* Email: Stefano.Vignoli@exprivia.com
* Date: 2020/05/12
* Reference: ESA-Benchmark-2020-001

#  Review, extensions and termination

The Services performance will be reviewed against the defined Service level targets according to Section 4. The Agreement will be reviewed annually until expiration.

If the Customer wishes to extend the duration after the Agreement termination date, an extension will be negotiated with EGI Foundation.

EGI Foundation retains the right to introduce changes in the Service, in which case the Customer retains the right of terminating the Agreement.

The Agreement can be terminated at any time upon agreement of the parties. Amendments, comments and suggestions must be addressed toEGI Foundation and the Customer according to Section 6.

1. Resources are exclusively reserved to the Customer [↑](#footnote-ref-1)
2. Resources for an agreed amount and fixed time period are paid for by the customer [↑](#footnote-ref-2)
3. For the 12-month duration of the agreement, subject to changes depending on customer requests [↑](#footnote-ref-3)
4. Excluding VAT (reverse charging) [↑](#footnote-ref-4)
5. <http://accounting.egi.eu/> [↑](#footnote-ref-5)
6. <http://argo.egi.eu/> [↑](#footnote-ref-6)
7. <https://wiki.egi.eu/wiki/GOCDB/Input_System_User_Documentation#Downtimes> [↑](#footnote-ref-7)
8. <https://goc.egi.eu/portal/> [↑](#footnote-ref-8)
9. <http://helpdesk.egi.eu/> [↑](#footnote-ref-9)
10. <https://www.egi.eu/sso/> [↑](#footnote-ref-10)
11. <https://wiki.egi.eu/wiki/FAQ_GGUS-QoS-Levels> [↑](#footnote-ref-11)
12. Support is provided via EGI Service Desk. Access requires a valid X.509 or the login via an EGI SSO or EGI Check-In account. [↑](#footnote-ref-12)
13. <https://www.egi.eu/about/policy/policies_procedures.html> [↑](#footnote-ref-13)
14. <https://www.egi.eu/about/policy/policies_procedures.html> [↑](#footnote-ref-14)
15. <http://operations-portal.egi.eu/> [↑](#footnote-ref-15)
16. <https://wiki.egi.eu/wiki/Policies_and_Procedures> [↑](#footnote-ref-16)
17. <https://documents.egi.eu/document/2623> [↑](#footnote-ref-17)
18. <https://wiki.egi.eu/wiki/FAQ_GGUS-New-Support-Unit> [↑](#footnote-ref-18)
19. <https://appdb.egi.eu/> [↑](#footnote-ref-19)
20. Subject to cost modulation (Outlined in Section 4) [↑](#footnote-ref-20)