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## MASS Services MASS-SER-O2

### Planetek / Sealed Area Map Service Level Agreement

	<i>Name</i> <i>function</i> <i>company</i>	<i>date</i> <i>signature</i>
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## DOCUMENT STATUS SHEET

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## 1 INTRODUCTION

Planetek Italia s.r.l. has developed a range of products that are offered through the MASS portal. Such product are based on the experience that the company has developed in several research projects and activities, and on the operational provision of services to a large number of customers. All Planetek activities are realized in the framework of the internal total quality system (conform to ISO9001:2000), so an high quality of service can be guaranteed.

The service integrated in MASS by Planetek Italia s.r.l., whose SLA is described by this document concerns the generation of “Sealed Area Map” shortly named SAM.

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## 2 HELPDESK

The exchange between the customer and the Planetek Italia s.r.l. service provider is made by e-mail or

fax:

Contact: Planetek Italia Help Desk

E-mail: [mass-helpdesk@planetek.it](mailto:mass-helpdesk@planetek.it)

Fax: +39 080 5340280

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### 3 SCOPE OF SERVICE – SERVICE ELEMENTS

The objective of this service is to generate Sealed area Maps using PROBA HRC data. SAM are useful to provide mapping of up-to-date spreading of artificial structures.

The SAM products are available mainly for African territories, but it is also applicable for other countries.

#### 4 QUALITY OF THE PRODUCT

Sealed area Maps are landuse maps were only two classes are defined:

- sealed areas
- unsealed areas

The sealed class will embrace all artificial classes listed in Corine class 1 except Green Urban areas.

##### Sealed Area Maps (raster digital format)

- Spatial resolution: 5 m
- UTM projection, WGS84 Datum
- Geometric accuracy: depending on geocoding
- Values : 0 for unsealed areas 1 for sealed areas

##### Sealed Area Maps (Paper format)

- Scale 1:25.000

## 5 SERVICE AVAILABILITY

This section defines the Service availability.

### Normal Service availability:

365 days a year and 24 hours a day, apart from planned maintenance times. It is foreseen an unavailability of 5%.

### Scheduled events that impact Service availability:

Normally the outages are scheduled to upgrade software, hardware, or to allow for maintenance on a server. Regularly scheduled events can cause a service outage or have an impact on performance (such as slow response time).

The Company reserves **one hour** of server unavailability per month for maintenance purposes. This server unavailability will not be included in server uptime calculations. The maintenance is typically performed during off-peak hours. The Company will provide the users with advance notice of maintenance whenever possible.

Possible Scheduled Events are:

- Hardware Maintenance
- Database Downtime
- Interruption in Mail Service
- Software Updates
- Possible Internet Outage

### Service measures:

The specify service management team monitors and reports the service quality. Table shows the service measures that are reported along with the performance targets.

Measurement	Definition	Performance Target
Service Availability Percent	The percent of time that the application is available minus the impact time from any events (scheduled or unexpected) other than loss of network or system availability	95%
Problem Response	The time required for a user to receive a response after reporting a problem to the HelpDesk	<i>Within 1 business day</i>
Problem Circumvention or Resolution Time	The time required for a user to receive a circumvention or a solution after reporting a problem to the Help Desk	<i>Within 2 business days</i>



## 6 PROCESSING & DELIVERY TIME

After the processing, the products are immediately available for download.

Each requested SAM will be available within 3 days, if PROBA HRC image is available, for each city covered by the request. Availability of the SAM will depend on PROBA data availability over city of interest.

The delivery of the digital product is done through a FTP site. The user receives the FTP account information (FTP address, username and password) directly via the order list of the MASS Web portal.

The product will stay available on the FTP site for maximum 5 days. After this period the product and the account are removed.

## 7 PRICE & PAYMENT CONDITIONS

For all the demonstrational phase the products will be produced for free.

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## 8 COMPLAINTS

Planetek Italia s.r.l. will setup a complaint handling procedure.

An on-line complaint form will be available. Customers will be able to describe the problem adding the relevant data (name, address, product type). When the application is complete, it is instantaneously submitted to the e-mail [mass-helpdesk@planetek.it](mailto:mass-helpdesk@planetek.it). The customer will receive an ID case number of his complaint with expected resolution time.

## 9 TERMS OF USE AND LEGAL RESTRICTIONS

### 9.1 Rights in Product

#### ***Non-commercial reproduction***

Products delivered via MASS have been provided with the intent that they be readily available for personal and public non-commercial use and may be reproduced, in part or in whole and by any means, without charge or further permission from Planetek Italia. Planetek Italia asks only that:

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### 9.2 Warranty

The Product will be improved/refined in case that the quality conditions (Chapter 4) have not been respected.

No other warranties – The foregoing provisions of this clause represent the entire liability of Planetek Italia in respect of a defective Product. All other conditions, warranties of any kind, written, oral, statutory, expressed or implied by statute or common law with respect to the Product provided via MASS including but not limited to the implied warranty of satisfactory quality, merchantability and fitness for purpose are hereby excluded.

No liability for consequential damage – The foregoing provisions state the entire obligation of Planetek Italia with respect to the Products and in no event shall the Service Provider be liable in any way for any loss of profit, loss of turnover, economic or consequential loss suffered by the customer or any third party arising directly or indirectly from this contract.

### 9.3 Force Majeure

Planetek Italia s.r.l. shall not be liable for any failure to perform its obligations arising from circumstances outside its control including but not limited to acts of God, war, riots, terrorist activities, civil disturbance, explosions, fire, floods, unusually severe weather, strikes, acts of

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government or of any authorities, delay by suppliers, accidents and shortage materials, labour or manufacturing facilities.

#### 9.4 Arbitration

This agreement shall be governed and interpreted according by Italian Law. All disputes arising in connection with the interpretation or implementation of this Agreement shall be settled amicably. Failing such an amicable settlement within thirty (30) days from written notification by one party to the other of the existing dispute, then the said dispute shall be settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. Arbitration proceedings shall take place in Bari, in Italian language.

#### 9.5 Termination

If the customer defaults in or commits any breach of any of its obligations to Planetek Italia s.r.l., Planetek Italia s.r.l. shall have the right forthwith to terminate providing the services.

#### 9.6 Disclaimer

Planetek Italia s.r.l. does not assume any liability deemed to have been caused directly or indirectly by any content on its web site.

##### **Disclaimer of Liability:**

“With respect to documents or data provided via MASS, neither Planetek Italia s.r.l. nor any of its employees, makes any warranty, expressed or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information or process disclosed.

##### **Disclaimer of Endorsement:**

“Reference herein to any specific commercial Products, process, or Service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favour by Planetek Italia s.r.l.. The views and opinions expressed herein do not necessarily state or reflect those of the Service Provider, and shall not be used for advertising or Product endorsement purposes.”

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## 10 TRADEMARKS

All brand names and Product names are trademarks or registered trademarks or Service marks of their respective holders”.