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Swiss Federal Institute of Technology Zurich

Scientific IT Services

Informatikdienste
ETH Zürich
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Standard Service Level Agreement (SLA) for openBIS Services provided by ETH Zurich Scientific IT Services

Version 1.3

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1. Object

This agreement defines:

- The list of services that will be used by the customer
- The costs of these services
- General contractual conditions and guidelines
- Special arrangements

By using the services described below, the customer agrees with the terms and conditions described in this agreement.

2. Services

openBIS is a research data management (RDM) system that combines a data management platform with a digital lab notebook and a sample and protocol management system. openBIS enables scientists to meet the ever increasing requirements from funding agencies, journals, and academic institutions to publish data according to the **FAIR** data principles – according to which data should be Findable, Accessible, Interoperable and Reusable. The system is available in a version specific for life sciences and in a generic version, customizable for other scientific disciplines. openBIS is developed by the Scientific IT Services of Informatikdienste (ID SIS) at ETH Zurich.

As part of the **openRDM.swiss** service, ID SIS of ETH Zurich provides **openBIS** as a virtual machine on a cloud infrastructure located entirely in Switzerland (“**SWITCHengines**”; see Annex C). The service is intended for scientific laboratories at Swiss academic and research institutions who wish to implement an electronic laboratory notebook and / or research data management system. This service includes:

- 1) Installation of openBIS.
- 2) Allocation of 100 GB of storage space. Storage can be extended at additional costs upon request. Any data on this storage is replicated 3 times by the cloud provider.
- 3) A customer data backup with a daily copy of the openBIS data volume, including the PostgreSQL database, to a geo-redundant storage. The backed up database can be restored via point-in time recovery. Backups are kept for 1 month.
- 4) Regular upgrades of openBIS.
- 5) Customer support on the basis of ‘best effort’; for details, see Section 3.

Further service details are specified in Annex A.

The customer has the possibility to test openBIS for 3 months without incurring into service charges. Infrastructure costs, however, have to be covered. At the end of this period, the service will also start to be charged. If the customer does not intend to continue using the service they need to notify ID SIS at openrdm@id.ethz.ch within 3 months after the service has been provisioned. Failure to do so, will result in the full service charge for the first year.

3. Support

Up-to-date documentation and webinars for openBIS are available at openbis.ch. Customers can also contact openrdm@id.ethz.ch for support. The support hours are Monday to Friday, 09:00 – 16:00, except for public holidays in the city of Zurich (see <https://awa.zh.ch/internet/volkswirtschaftsdirektion/awa/de/arbeitsbedingungen/infos/feiertage.html>).

On-site training and support can be arranged on request. Customer support is limited to a maximum of 5 working days in the first year of the service and 2 working days in the following years. All support is provided on the basis of 'best effort' (see Section 6.2).

4. Intellectual property rights

4.1 All preexisting intellectual property rights (rights to intangible property and related rights) shall remain with the respective pre-possessing party of this SLA. No preexisting intellectual property rights shall be transferred from one party to another by this SLA or by offering or using of the service described herein. Personal rights to intangible property remain reserved, provided they are not transferrable by law.

4.2 All Copyrights of the software and the source code belong to ETH Zurich.

5. Costs

5.1. Price model

The service is offered on a yearly basis. The following costs apply:

- Infrastructure costs incurred by the use of the cloud infrastructure (e.g. computing, storage). Details are provided in Annex C.
- First year: a one-time setup fee + yearly maintenance and support fee of total CHF 6000 excl. VAT per server
- Following years: a yearly maintenance and support fee of total CHF 3'000 excl. VAT per server

Research groups within the ETH domain are exempt from VAT payment (same public authority).

5.2. Payment options

Billing of infrastructure and service charges will be done by invoicing in yearly intervals, per October 1st. The customer will have 30 days to pay upon reception of the invoice. Failure to do so will result in discontinuation of the service and loss of all users' data. Export of data to the customer's institution before termination of the service is in the sole responsibility of the customer.

6. Warranty and liability

6.1. Warranty

ETH Zurich has a defined service target of 99.0% availability of the openBIS service during support hours (Monday to Friday, 09:00 – 16:00, except for public holidays in Zurich), excluding notified business interruptions (maintenance windows), errors or malfunctions of software due to user misconduct.

The service provider will carry out the services to the best of their knowledge, exercising due care and taking into account the current state-of-the-art. The risk of data loss is minimized by implementation of redundant storage and geo-redundant backup. However, it is not possible to completely exclude the possibility of data loss.

6.2. No Liability

ETH Zurich as the service provider assumes **no liability for damages** caused to the customer or incurred by the customer, including but not limited to any indirect or consequential loss or similar damage (e.g. loss of profit, loss of revenue or other costs and expenses), provided such damage was not caused by a willful act or act of gross negligence by ETH Zurich or its employees. Namely does ETH Zurich exclude any liability for interruptions of its services resulting from interruptions or failures of the Cloud Provider (“SWITCHengines”). In no event shall the service provider’s liability for damages in connection with this agreement exceed one annual contract volume with this present customer.

The service provider cannot guarantee that the goals intended as part of customer support activities (see Section 3) can be met.

6.3. Applicable Terms and Conditions

The following Terms and Conditions apply

- a. Annexes A forms an integral part of this contract.
- b. The General Terms and Conditions for Scientific Services of ETH Zurich (“GTC Scientific Services ETHZ”; March 2018 version) form an integral part of this contract (Annex B)
- c. The general terms and conditions for use of the (third party) SWITCHengines cloud infrastructure (Annex C).

In case of contradicting Terms or Conditions, the GTC Scientific Services ETHZ shall prevail. In any case, the provisions of this present SLA shall prevail over any General Terms and Conditions.

7. Validity, extension and termination

The service is offered on a yearly basis and is automatically renewed for one more year if not explicitly terminated. The customer must notify ETH Zurich, **ID SIS** in writing of the intention to discontinue the service with a notice period of 3 months before the end of the agreement of the current year.

Addresses of ETH Zurich, ID SIS are:

Scientific IT Services
ETH Zurich
Binzmühlestr. 130
CH-8092 Zürich
E-Mail: openrdm@id.ethz.ch

When the service is discontinued by the customer, all data will be deleted. The service provider will advise customers of options for exporting their data from openBIS.

In case of termination of the service by the service provider, ETH Zurich will notify customers one year in advance. The service provider will provide all data stored in openBIS to the respective customers for download in a structured form.

8. Extraordinary termination of this contract

In the event of a serious defect that ETH Zurich has not remedied within a reasonable period of time following a corresponding written request from the customer, or if it is not possible to remedy the defect within a reasonable period, the customer is authorized to terminate the present contract in compliance with a two-month notice in writing with effect from the following quarter end. A serious defect is a defect that completely eliminates the benefit of the platform for the customer.

In the event of a serious breach of contract by the Customer that is not remedied within a reasonable period, ETH Zurich is entitled to the same right of termination.

9. Amendments to this contract

ETH Zurich may modify its Service and / or any parts of the Contract at any time. The customer will be informed in writing. If the customer does not agree to changes to the Contract, then she / he may terminate the Contract in writing within 30 days of receiving the notification. The changes are accepted if the customer does not object within this period. Any request by the customer to change the Service or Contract have no legal status unless approved by ETH Zurich in writing.

10. Applicable law and place of jurisdiction

10.1 Swiss law shall be applicable exclusively.

10.2 The exclusive place of jurisdiction shall be Zurich.

Annex A: Service details

A1 Operational responsibilities

A1 1. Responsibility of Service Provider

ETH Zurich (ID SIS) is responsible of the operation and maintenance of openBIS in order to guarantee the continuous availability and functionality of the system. This includes regular updates and security fixes if needed.

A1 2. Responsibility of Customer

The customer has full responsibility for their data (files, documents, and information) and therefore must ensure that all legal requirements are met. The customer is responsible for granting additional required access rights to group members, in addition to the default ones provided.

A2 Scheduled Maintenance

ID SIS will schedule regular upgrades of openBIS as well as infrastructure maintenance windows twice a year. The customer will be notified at least one week in advance. In addition, ID SIS will inform the customer of any extraordinary maintenance needed, for example to apply security patches.

Annex B: General Terms and Conditions for Scientific Services of ETH Zurich

The General Terms and Conditions for Scientific Services of ETH Zurich (“GTC Scientific Services ETHZ”; March 2018 version; <https://rechtssammlung.sp.ethz.ch/Dokumente/223.6en.pdf>) form an integral part of this contract.

Annex C: Cloud infrastructure provider

The service is offered on the SWITCHengines cloud computing infrastructure provided by [SWITCH](https://www.switch.ch/de/)¹. The current versions of the [SWITCHengines](https://www.switch.ch/de/engines/)² service description and pricing list form an integral part of this contract.

¹ <https://www.switch.ch/de/>

² <https://www.switch.ch/de/engines/>