

OpenTopography Plus (OT+) Service Level Agreement (SLA)

1. Overview

This Service Level Agreement (SLA) outlines the terms and conditions of OpenTopography Plus (OT+), a subscription-based service providing access to topography data and user-friendly processing tools.

OT+ is designed to serve users in government, industry, and the general public with efficient and easy access to high resolution topography data and processing services without the need for specialized software or local compute resources.

This SLA describes the scope, limitations, and obligations of OpenTopography in relation to the availability, data quality, and performance of the OT+ service.

2. Service Availability

OpenTopography will strive to provide 95% uptime availability for OT+ services over a 12-month period, excluding scheduled maintenance periods. This availability covers the OpenTopography web portal and data processing and visualization services. Any planned downtime will be communicated at least 24 hours in advance.

Scheduled Maintenance: OpenTopography will notify the Customer by email at least 24 hours in advance of any planned maintenance periods that may result in service unavailability. These maintenance periods are excluded from uptime calculations.

Unscheduled Downtime: Any downtime resulting from external dependencies, such as the federated data providers including the United States Geological Survey (USGS), National Oceanic and Atmospheric Administration (NOAA), the Polar Geospatial Center (PGC), and any future additions, or the San Diego Supercomputer Center's data center where the OpenTopography compute resources are hosted, will not count toward the uptime calculation.

If the OT+ service is unable to achieve the 97% uptime due to circumstances within its control, OpenTopography may, at its discretion, offer compensation in the form of extended service periods. The duration and applicability of such extensions will be determined solely by OpenTopography.

3. Data Quality and Availability

The majority of datasets offered via OT+ are federated from external data providers. This includes USGS 3D Elevation Program (3DEP) lidar, NOAA Coastal Lidar, and the ArticDEM and REMA data provided by the Polar Geospatial Center (PGC).

As OpenTopography does not have control over the creation, maintenance, or quality of these data, the following limitations apply:

Data Quality: OpenTopography does not guarantee the accuracy, completeness, or reliability of data provided by USGS, NOAA, PGC or any other third-party sources. OpenTopography makes no guarantee of the quality, reliability, usability, availability, or suitability of any OpenTopography data for any particular purpose. OpenTopography data should not be used for any life-critical functions. Users assume all risks and liabilities, direct or indirect, associated with any use of OpenTopography data

Data Availability: OpenTopography relies on USGS, NOAA, PGC, and other third-parties to ensure that federated datasets are accessible. If the resources hosting these data are offline or experience issues, this may result in disruptions to OT+ services. OpenTopography will not be held liable for any unavailability caused by these data outages.

4. Dependency on External Systems

The OT+ service is dependent on the following external systems and infrastructure:

Amazon Web Services (AWS) cloud services maintained by third-party data providers (e.g. USGS, NOAA and PGC) OpenTopography relies on the AWS S3 buckets maintained by USGS, NOAA and PGC for data availability. Any service outages, data quality issues, or other disruptions originating from AWS are outside the control of OpenTopography.

Amazon Web Services (AWS) cloud services maintained by OpenTopography: The OT+ service offering utilizes cloud resources provided by AWS (e.g. EC2, RDS, etc). OpenTopography does not have any control over disruptions to AWS services (including network failures or data center outages) that can potentially impact the OT+ service.

San Diego Supercomputer Center (SDSC): The OT+ service offering also utilizes physical resources hosted at SDSC using their colocation services. OpenTopography does not have any control over disruptions to SDSC's data center (including network failures, hardware malfunctions, or data center outages) that can potentially impact the OT+ service.

OpenTopography will make a reasonable effort to communicate known disruptions from these external providers but cannot be held responsible for service interruptions caused by these dependencies.

5. Limitation of Liability

General Limitations: OpenTopography will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including loss of data, loss of profits, or other damages resulting from the use or inability to use the OT+ service, even if OpenTopography has been advised of the possibility of such damages.

Force Majeure: OpenTopography will not be held responsible for delays or failures to perform its obligations under this SLA caused by events beyond its reasonable control, including but not limited to natural disasters, acts of war, terrorism, labor disputes, or failures of third-party services (including USGS, NOAA, PGC or SDSC).

External Data: OpenTopography is not responsible for inaccuracies, delays, or failures in data provided by USGS, NOAA, PGC or any third-party data source.

7. Terms of Use and Privacy Policy

Customers are required to follow the OpenTopography terms of use, which can be found here: <https://opentopography.org/usageterms> and the OpenTopography Privacy policy which can be found here: <https://www.opentopography.org/privacypolicy>

6. Support

OpenTopography will provide basic support services to assist with any issues related to OT+. This support is limited to the OT+ functionality and does not cover issues with external data or dependencies beyond OpenTopography's control.

Support Hours: Support will be available Monday to Friday, from 9:00 AM to 5:00 PM PST.

Response Times: OpenTopography will aim to respond to support requests within 48 hours during regular business hours.

Support will primarily be provided via email.

7. Termination of Service

Either party may terminate this agreement with 30 days' written notice via email. OpenTopography reserves the right to suspend or terminate service immediately if the OT+ is used in violation of the terms of service.

OpenTopography reserves the right to modify the terms of this SLA at any time, with at least 30 days' notice to Customers.

8. Agreement

This SLA represents the entire agreement between OpenTopography and the Customer regarding the Service. The Customer's use of the Service signifies their acceptance of the terms outlined in this SLA.

Contact Information: For support or additional information regarding this SLA, please contact info@opentopography.org

