

Service Development Agreement

between

DIGILE Ltd (Business ID: 0785944-0), Espoo, Finland

(hereinafter called "DIGILE")

and

(hereinafter called "Service Developer(s)")

(each separately hereinafter called "Party" or jointly "Parties")

WHEREAS DIGILE is one of Finland's Strategic Centres for Science, Technology and Innovation,

WHEREAS Service Developer(s) desires to participate in the activities of FORGE Service Lab and to develop a digital service using FORGE Service Lab resources, including but not limited to, computing resources,

The Parties hereby agree to include by reference in full the FORGE Service Lab Terms and Conditions in their most current version (hereinafter "FSLTC") into this agreement (together hereinafter "this Agreement") and further agree:

1 Definitions

All terms defined in the FSLTC have the same meaning herein. Any terms defined herein are not intended to amend, extend or limit the meaning of any term defined in the FSLTC.

2 Description of Developed Service

3 CRA

3.1 The CRA to Service Developer(s) during the term of this Agreement is as follows:

- Virtual CPU cores: 16
- RAM: 32 GBytes
- Core instance storage: 10 GBytes/Virtual CPU core
- Volume storage: 1 TBytes
- Public IPv4 addresses: 5
- Public IPv6 addresses: 0 (Addresses will be provided as soon as OpenStack will have full IPv6 support)
- Network bandwidth: Shared with other FORGE Affiliates

3.2 Any change in the CRA has to be agreed between the Parties in writing.

3.3 In case Service Developer(s) identifies a need to increase the size of its CRA, a formal upgrade request (hereinafter “Upgrade Request”) shall be made in writing to DIGILE, detailing the reasons for the increased need, the amount of increase needed and the time span during which the need will persist. DIGILE shall decide on the request in due time and inform the Service Developer(s) about its decision. While DIGILE will consider for its decision the performance and cost efficiency of the FORGE Service Lab as a whole, the justification for the request, the availability of additional resources and the fair distribution of resources among FORGE Affiliates, the decision remains in the sole discretion of DIGILE. All decisions by DIGILE regarding an Upgrade Request are final and Service Developer(s) waives any and all rights in respects of, and will make no claims of whatsoever nature against DIGILE based on the grant or refusal to grant an Upgrade Request.

4 Administrative Contact, Technical Contact, Sub-contractors

4.1 Administrative Contact

Service Developer(s) hereby nominates as contact for all matters not in the responsibility of the Technical Contact including, but not limited to, contractual and payment matters (hereinafter the “Administrative Contact”):

Name:

Title:

Mobile (SMS capable):

Email:

Other means of contact:

Invoicing address:

4.2 Technical Contact

Name:

Title:

Mobile (SMS capable):

Email:

Other means of contact:

4.3 The Service Developer(s) plans to use the following sub-contractors or consultants:

4.4 Changes

Service Developer(s) will inform DIGILE without undue delay in writing of any changes to the contacts or contact data listed herein in Articles 4.1 – 4.3.

5 Value, Cost, Payment

The value of the development project concerning Developed Service is Euros (hereinafter “Value”). Service Developer(s) agrees to pay to DIGILE in consideration of the services rendered under this Agreement the sum of Euros (hereinafter “Service Fee”). The Service Fee is due payable within days after this Agreement has come into force. Service Developer(s) agrees that all access to FORGE Services (including CRA and FAP) and participation in FORGE Service Lab activities are subject to timely payment and will commence only after the Service Fee has been received by DIGILE.

6 Term and Termination

- 6.1** This Agreement enters into force on the latest date of signatures written below.
- 6.2** The term of this Agreement expires in months calculated from the date on which DIGILE has delivered to Technical Contact the credentials enabling access to FORGE Service Lab.
- 6.3** Without prejudice to any other rights of DIGILE, DIGILE may terminate this Agreement with immediate effect if payment of the Service Fee is overdue by more than 30 days.
- 6.4** In case of any termination, expiry or fulfillment of this Agreement, Service Developer(s) shall without undue delay back-up and remove any data, code or document stored on a CRA (hereinafter "Stored Content") and shall inform DIGILE of such removal. In case Service Developer(s) fails to remove Stored Content within 30 days after termination, expiry or fulfillment of this Agreement, DIGILE has the right to remove or have removed Stored Content and to re-allocate the CRA to other FORGE Affiliates. In case of removal or deletion of Stored Content by DIGILE or a party acting on behalf of DIGILE in accordance with this Article 6.3 Service Developer(s) shall have no claim or right against DIGILE and DIGILE shall have no liability regarding or in connection with the loss of Stored Content or its removal from the Computing Unit.
- 6.5** In case of any termination of this Agreement, already paid Service Fees are neither in part or as a whole reimbursed or lowered.

7 Miscellaneous

7.1 Notices

Notices under this Agreement shall be sent in English by mail to the following addresses:

To DIGILE:

DIGILE Ltd

Attn: Legal Counsel

Vaisanlantie 6

02130 Espoo, Finland

To Service Developer(s):

Attn:

7.2 Surviving Articles

Article 6.3 shall survive any termination, expiry or fulfillment of this Agreement.

7.3 Partial Invalidity

If any provision of this Agreement is or becomes invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected and such invalid or unenforceable provision shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such provision, which to the extent possible achieves the original purpose of the invalid or unenforceable provision.

DIGILE Ltd

Date:

Signature:

Name:

Title:

Date:

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