European Middleware Initiative

Operational Level Agreement

For the Provision of Contributions to the EMI Distribution

Effective Date: 16 May 2012
Rev. 1.1
## Version

<table>
<thead>
<tr>
<th>Version</th>
<th>Date</th>
<th>Description</th>
<th>Authors</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>13-04-2012</td>
<td>Operational Level Agreement</td>
<td>Alberto Di Meglio (EMI)</td>
</tr>
<tr>
<td>1.1</td>
<td>16-05-2012</td>
<td>Page 6. Table 1 (remove requirement analysis service, this is not provided)</td>
<td>Anders Waanaen</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Page 10 1.3.5 (added clause that any work related to problems that EMI investigates even if EDGI does not require it is under the sole responsibility of EMI)</td>
<td>Anders Waanaen</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Page 4 Section 1 (the UNICORE Bridge is out of scope since it is supported by an EMI product team per existing agreement between the developers)</td>
<td>Andre Brinkmann</td>
</tr>
</tbody>
</table>

## Approval

*By signing this document, all Approvers agree to all terms and conditions outlined in this Agreement.*

<table>
<thead>
<tr>
<th>Approvers</th>
<th>Role</th>
<th>Approval Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>For EMI</td>
<td>Alberto Di Meglio</td>
<td>16/05/2012</td>
</tr>
<tr>
<td>For EDGI</td>
<td>Peter Kacsuk</td>
<td>16/05/2012</td>
</tr>
</tbody>
</table>
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1. AGREEMENT OVERVIEW

This Agreement represents an Operational Level Agreement (“OLA” or “Agreement”) between the European Middleware Initiative (EMI) project and the European Desktop Grid Initiative (EDGI) for the provisioning of Software Contribution (SC) services required to include EDGI Products or Services within EMI distributions.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all SC services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

The UNICORE Modified Computing Element SC is not covered by this Agreement since the uas-desktopgrid extension provided from EDGI will be integrated as a new module into the main UNICORE/X server code tree. It will be included automatically in the UNICORE releases. Maintenance will be done by the UNICORE Product Team.

2. GOALS & OBJECTIVES

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent SC service delivery to EMI by EDGI in a way compatible and supporting the SLAs that EMI has established with its Customers.

The goal of this Agreement is to obtain mutual agreement for SC service provision between EMI and EDGI.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to EMI and their impact on service provision from EMI to its Customers.
- Match perceptions of expected service provision with actual service support and delivery.
3. STAKEHOLDERS

The following Contributor definition will be used as the basis of the Agreement and together with EMI they will represent the primary stakeholders associated with this OLA:

**Contributor:** European Desktop Grid Initiative - EDGI (“Contributor”)

4. TERM, TERMINATION AND AMENDMENTS

This Agreement is valid from the Effective Date outlined herein for a maximum period of 12 months and in any case not beyond the end date of the EMI Project on 30 April 2013. This Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Should they wish to terminate the Agreement before its expiration date, the Contributor will inform EMI in writing with 30-day notice. Similarly, EMI will inform the Contributor in writing with 30-day notice should they wish to terminate the Agreement before its expiration date. EMI can terminate the contract if the Contributor does not apply reasonable effort in fulfilling their responsibilities as specified in section 5.2 (Contributor Responsibilities).

The Operational Level Agreement Manager is responsible for facilitating regular reviews of this document. This Agreement is operational in nature and may be modified at any time by EMI. EMI will take appropriate measures to inform the Contributor of modifications and will give the Contributor the right and window of time to review any proposed change, discuss it with EMI, and terminate the relationship if all parties cannot abide by the revisions. New revisions can be proposed by either parties following changes in the provided services or in the way services are used. At least one revision must be made at the end of the default review period. The new revision of this Agreement supersedes any previous operational level agreements, which are considered expired. Any amendment will be considered accepted by both parties if not rejected within 30 days from the initial communication.

**Operational Level Agreement Manager:** Alberto Di Meglio  
**Operational Service Procurement Manager:** Peter Kacsuk  
**Review Period:** Yearly (12 months)
5. OPERATIONAL AGREEMENT

The following detailed service parameters are the responsibility of EMI and the Contributor in the ongoing support of this Agreement.

5.1. SERVICE SCOPE

The following Services are covered by this Agreement:

<table>
<thead>
<tr>
<th>Service name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software releases</td>
<td>The Contributor provides releases of its distributed computing middleware to EMI in the form of source code and building instructions compatible with the EMI software engineering policies</td>
</tr>
<tr>
<td>Requirements and software testing reports</td>
<td>As part of the specific agreement with each individual Contributor, the Contributor provides information to EMI on the implementation of agreed requirements and the execution on its major releases of agreed acceptance tests provided by the EMI or its customers</td>
</tr>
<tr>
<td>Web-based and E-Mail Support</td>
<td>EMI provides support to site administrators and end users through a web and e-mail support system called GGUS managed by EGI. The Contributor agrees to use the system to respond to any user request concerning the Contributor’s Products</td>
</tr>
</tbody>
</table>

Table 1: The Operational Service Catalogue

5.2. CONTRIBUTORS RESPONSIBILITIES

5.2.1 Staffing

All Contributor personnel providing software for inclusion to EMI must trained with the EMI Software Engineering methodologies and any EMI components affected
by or affecting the contributed software. Trained means that they must be familiar with the EMI software and have attended training courses organized by EMI or in-house training courses organized by the Contributor.

5.2.2 Named Designated Contacts
The Contributor agrees that contact with EMI will be through the specified Designated Contacts. The Contributor is responsible for specifying and updating valid Designated Contacts with person-specific email addresses. Designated Contacts can be contacted by EMI management to discuss any escalation issues or other issues related to the fulfillment of the present OLA.

5.2.3 System Information
Upon request the Contributor must provide EMI with information on the Contributor system, including the list of installed EMI Components, their version, the Operating System and other installed software.

5.2.4 Upgrades, updates, recommended configurations
The Contributor agrees that that contributed Products must comply with the EMI Support Life periods. Any contributed Product affected by or affecting EMI components must be updated in compliance with the EMI Products Support Life periods. Versions of the contributed Products relying on or providing functionality to unsupported EMI components will become unsupported and dropped from the EMI distributions. EMI technical experts can ask the Contributor to upgrade, apply updates and restore the recommended configuration parameters before further investigating any reported compatibility issue.

5.3. EMI RESPONSIBILITIES
The Contributor is entitled to receive technical support from EMI according to the standard EMI support policies and the extensions described in the “Work with EMI” technical program.

A description of EMI Support offerings is given in the general EMI Support Plan. The latest version of the Support Plan can be downloaded from the EMI web site at:


A description of “Work with EMI” program can be downloaded from the EMI web site at:
Upon the Contributor and EMI acceptance of this OLA, the Contributor will be entitled to receive Support according to the features and benefits provided under those offerings, subject to the terms and conditions of this Agreement.

5.3.1 Technical Support
For Contributor covered under the “Work with EMI” program, technical support will be provided pursuant to the terms of the program. EMI agrees to provide support, where appropriate, to the Contributor, which may include but is not limited to, the following actions:

(a) Provide the Contributor with access to Product update releases, related Documentation and knowledge articles, before general public release;

(b) Provide the Contributor with access to Technical Experts, who will work with them to diagnose issues, and provide Problem Resolutions, including escalating the issue through EMI management as needed.

5.3.2 Support Lifecycle.
(a) EMI provides support on the current EMI Major Releases and the current Components Releases of all the software Products listed in the EMI Products Catalogue. EMI will also provide reasonable technical assistance on all its software Products during their lifetime, starting from the General Availability date of the Products first Major Release version. Problem Resolution may be limited to the current Major Release of Product.

(b) EMI ends software support for a Major Release version when the second subsequent Major Release has been released. EMI will provide End-of-Support notification for discontinued software to the Contributor through an announcement posted on the EMI website at the URLs:

http://www.eu-emi.eu/releases
http://www.eu-emi.eu/retirement_calendar

(g) EMI reserves the right to modify its Support Lifecycle policy at any time; changes will be presented to the Customer at least 6 months in advance. Notifications regarding changes in policy will also be posted on the website.
5.3.3 Nonconformance
If EMI determines the problem is due to nonconformance to published specifications of a software version, or another substantial EMI related Problem, then under the EMI Support Plan, EMI shall provide any software workaround for the reported nonconformance that may be available at the time the Problem is reported. If there is no such available workaround, EMI will use reasonable efforts to remedy such nonconformance and restore the Service, which may include temporary fix to the software. Permanent fixes will be provided in subsequent official public releases according to the priority of the Problem.

5.3.4 Exclusions.
Support does not include the following items or actions:
(a) Step-by-step installation of the software;
(b) Onsite activities;
(c) Altered, damaged, or modified Products and software code;
(d) Product Problems caused by Contributor negligence, misuse, or misapplication, use of the Product other than as specified in the EMI Product documentation, or in any other case beyond the control of EMI;
(e) Products not installed from one of the EMI official or endorsed distribution channels. The current list of the approved distribution channels is available at:

http://www.eu-emi.eu/distribution_channels

(f) Products that are past their End-of-Support date, as provided in Section 5.3.2 above.

Support for the above listed items can be provided on a best effort basis by the EMI Technical Experts, but it is not part of the “Work with EMI” program, is not covered by this OLA and does not have to fulfill any agreed Service Level.

5.3.5 Reporting Non-EMI Errors to the Contributor
Upon working the Operation Request under normal processes, and with appropriate management review, if at that point EMI believes that a Problem reported by the Contributor may not be due to an error in the EMI Products, EMI will notify the Contributor. At that time, the Contributor may: (a) ask EMI to proceed with problem determination outside the terms of this SLA; or (b) instruct EMI that they do not wish the Problem pursued further.

If the Contributor requests that EMI proceed with problem determination, the terms and scope of the work to be performed will be negotiated on a case by case
basis outside this OLA. EMI reserves the right to deny support or to charge any associated non-labour cost (travel expenses, subsistence, or material) to the Contributor. If the Contributor instructs EMI that they do not wish the Problem pursued further by EMI, EMI may, at its sole discretion, investigate independently the anomaly with no liability thereof.

If EMI decides to investigate a problem on its own even after the Contributor has requested EMI not to do so, any resulting work is under the sole and full responsibility of EMI and does not fall under the provisions of this OLA.

5.4. SERVICE ASSUMPTIONS

EMI provides technical support to developers using its Components even before their public release. The support provided by EMI is typically at “expert level” and it is directed at handling incidents that lower level support desks within the Contributor Organization could not solve. The Technical Support and Escalation Procedures are described in the EMI Project Support Plan. The latest version of the Support Plan can be found on the EMI web site at:

http://www.eu-emi.eu/support

User support is provided via the GGUS portal managed by the EGI InSpire project (see section 5.4.1, Web-based Support), which is the single point of contact for infrastructure users to access the EMI Service Desk. The EMI Service Desk within GGUS is organized in Support Units. Every Support Unit is responsible for one or more Components. The number and definition of the EMI Support Units in GGUS is not regulated by this OLA and can change at any time to fulfill the EMI Incident and Problem Management requirements.

Incidents are analysed by the EMI Technical Experts to identify the Problem or Problems that have caused them. If available, suitable workarounds are proposed to restore the Service to its agreed level as soon as possible. If the incident is caused by Problems in the software and a change is required, a software defect report is filed by the EMI Technical Experts in one of the EMI defect tracking systems and a change request is produced and scheduled for a future release depending on the Problem priority. The priority levels and their relationship with the Problem impact and severity are defined in Appendix: Definitions, the agreed response policies are defined in section 6 (Service Management).

This Operational Level Agreement applies to Components provided by EMI and making part of the EMI Product Catalogue. Conversely, the Product Catalogue lists all software Components that at any given time are supported by EMI. Components can be deprecated and removed from the Product Catalogue and new Components can be added during the lifetime of EMI according to the
procedures described in the EMI Support Plan and the terms described in this OLA in section 1.3.2 (Support Lifecycle).

5.4.1 Web-based and E-Mail Support
EMI web-based and e-mail support is available through GGUS at:

https://ggus.eu

It provides the Contributor with access to EMI support via the Customer GGUS-based escalation process or via approved third-party organizations acting as first and second level support. EMI always provides expert third-level technical support. It is responsibility of the Contributor to agree with EGI how to get access to GGUS.

The public EMI web site at:

http://www.eu-emi.eu

provides the Contributor with:

(a) Product documentation, release notes, troubleshooting guides and technical white papers about EMI software Products, as releases become publicly available. Technical previews can be obtained as part of the the "Works with EMI" technical program.

(b) Software Downloads, a public repository of all publicly available EMI Components releases, fixes, workarounds and utilities. Technical previews from testing repositories can be obtained as part of the “Works with EMI” technical program.

(c) Product Forums, containing shared knowledge of EMI Products and solutions within an online community of Customers, user communities, technical partners and EMI developers, as well as news on EMI Products and technologies. The Contributor can view and post on the discussion threads in all Forums.

5.4.2 Contact Technical Experts
Direct access to EMI Technical Experts is provided on a best effort basis as a means to discuss technical details after a support request has been received and accepted by EMI. Contact should be either by web forms (GGUS or dedicated EMI software defect tracking systems), or by Email.
(a) By Web Forms: once a support request is available in GGUS, the Contributor can update it with additional information or questions for the Technical Experts in charge of the issue. The Technical Experts may additionally provide access to the internal software defect tracking systems as necessary. In the latter case, they will provide the required access information.

(b) By Email: contact the EMI Technical Experts in charge of the support request with additional information about the issue. Contact can also be initiated by the Technical Experts in case additional information is needed. The additional information is logged to the GGUS application.

6. SERVICE MANAGEMENT

6.1. SERVICE AVAILABILITY

The Contributor agrees to comply with the service levels that EMI commits to provides to its Customers in the EMI SLA. The Service Levels are defined as follows:

<table>
<thead>
<tr>
<th>Service name</th>
<th>Availability</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web support</td>
<td>Submission via GGUS available 24 hours, Monday to Sunday.</td>
<td>Web support requests are automatically acknowledged upon reception. Requests received after office hours will be stored in the support system, however no action can be guaranteed until the next working day. The Acknowledgement time is not the same as the Response Time which is described in section Error! Reference source not found. GGUS is not provided by EMI and is subject to separate availability guarantees not governed by this SLA. For more info please refer to <a href="https://ggus.eu">https://ggus.eu</a></td>
</tr>
<tr>
<td>Email support</td>
<td>Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday</td>
<td>Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day</td>
</tr>
<tr>
<td>On-site assistance</td>
<td></td>
<td>Negotiated on a case by case basis</td>
</tr>
</tbody>
</table>
6.2. SERVICE REQUESTS

In support of Services outlined in this Agreement, the Contributor will respond to Service-related incidents and/or requests submitted by EMI or its Customers within the following time frames:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>GGUS Ranking</th>
<th>Response time</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1 (Critical)</td>
<td>Top Priority</td>
<td>4 hours</td>
<td>During office hours</td>
</tr>
<tr>
<td>Severity 2 (Major)</td>
<td>Very Urgent</td>
<td>2 working days</td>
<td></td>
</tr>
<tr>
<td>Severity 3 (Medium)</td>
<td>Urgent</td>
<td>5 working days</td>
<td></td>
</tr>
<tr>
<td>Severity 4 (Enhancements)</td>
<td>Less Urgent</td>
<td>15 working days</td>
<td>Although the OLA guarantees a response time within a certain period of time, it is agreed that there is no a priori commitment to implement the enhancements requests, since they become part of the general prioritization and planning to be done by the Contributor. However, all requests must be considered by the Contributor and a general estimate of the time to completion must be provided in case the request is accepted.</td>
</tr>
</tbody>
</table>

6.3. MONITORING AND REPORTING

Acknowledgment and response times will be continuously measured and reported every quarter using the tools provided by the GGUS Support System.

7. SECURITY AND CONFIDENTIALITY

Except as contemplated by the terms hereof or as required by applicable law or pursuant to an order of a court with competent jurisdiction, EMI Partner Institutes shall ensure and procure that each of its employees, directors or representatives
who receive Services from the Contributor shall keep confidential all non-public information provided to it by the Contributor and/or to which it has access as a result of the Services provided hereunder and shall not disclose or otherwise make available such information to any third party.

8. LIMITATION OF LIABILITY
In no event will EMI, or any of its Partner Institutes and suppliers, be liable, under any contract, negligence, strict liability, or other legal or equitable theory, even if EMI or its Partner Institute and suppliers were advised of the possibility of such damages as is stated below. These damages include but are not limited to: (i) PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (ii) LOST DATA OR LOST PROFITS; OR (iii) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; OR (iv) CLAIMS BASED ON ANY ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCTS OR SERVICE; OR (v) ALL OTHER CLAIMS NOT RELATED TO AN ERROR, DEFECT OR NONCONFORMITY IN THE PRODUCT.

9. MISCELLANEOUS

9.1. FORCE MAJEURE
Neither party shall be liable for any delay or failure in performance due to event outside the defaulting party’s reasonable control, including without limitation, acts of God, labour disputes, and shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the period equal to the period of the excusable delay.

9.2. ASSIGNMENT
The Contributor may not assign this Agreement without the prior written consent of EMI. EMI may transfer its rights to any wholly owned subsidiary of its Partners.

9.3. ENTIRE AGREEMENT
This Agreement, outlining the terms and conditions of Software Technical Support Services for EMI Products in exchange of software contributions, constitutes the entire agreement between EMI and the Contributor and supersedes all previous written or oral agreements between the parties with respect to the subject matter of this Agreement. The terms in this Agreement override any contrary terms contained in any release note or other documentation.


10. OFFICE LOCATIONS

EMI

Headquarters: EMI Project Office
CERN, European Centre for Nuclear Research
1211 Geneva, Switzerland

EMI Web Site: http://www.eu-emi.eu
EMI Support Site: http://www.eu-emi.eu/support

Contributor

Headquarters: EDGI Project Office
SZTAKI
1111 Budapest, Kende u. 13-17
Contributor Web Site: http://edgi-project.eu

11. COMMUNICATION

<table>
<thead>
<tr>
<th>EMI Designated Contacts</th>
<th>Contributor Designated Contacts</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMI OLA Manager</td>
<td>EDGI Service Procurement Manager</td>
</tr>
<tr>
<td>Alberto Di Meglio</td>
<td>Peter Kacsuk</td>
</tr>
<tr>
<td>EMI Support Manager</td>
<td>EDGI Support Manager</td>
</tr>
<tr>
<td>Mathilde Romberg</td>
<td>Jozsef Kovacs</td>
</tr>
<tr>
<td>EMI Release Manager</td>
<td>EDGI Release Manager</td>
</tr>
<tr>
<td>Cristina Aifitimiei</td>
<td>Jozsef Kovacs</td>
</tr>
</tbody>
</table>
12. SIGNATURES

The following agree to the terms and conditions of this SLA:

________________________________  _______________________________________
Alberto Di Meglio                  Peter Kacsuk
Director EMI Project               EDGI Project Director

_________________________  _______________________
Date                        Date
### APPENDIX: DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acknowledge</strong></td>
<td>means informing the submitter that a support request has been received by the EMI Automated Support System (GGUS).</td>
</tr>
<tr>
<td><strong>Acknowledgement time</strong></td>
<td>means the amount of time elapsed between the initial submission by the Customer to EMI Support and the initial acknowledgement from the EMI. It can be an automated response from the support system.</td>
</tr>
<tr>
<td><strong>Age-change Release</strong></td>
<td>means the issuance of Software that is designated by EMI with a change in the fourth part of (r) of its release number of the format x.y.z-r, signifying a change in the packaging, dependencies or documentation in an existing product level without any change in the source code.</td>
</tr>
<tr>
<td><strong>Business Day</strong></td>
<td>means normal working day in the time zone where the EMI Technical Experts in charge of a support request are located.</td>
</tr>
<tr>
<td><strong>Component</strong></td>
<td>means a software package or strictly related set of packages providing a specific functionality within an EMI Middleware Product (Service, Client or Library)</td>
</tr>
<tr>
<td><strong>Contributor</strong></td>
<td>means the party identified as the organization entering into this Agreement with EMI.</td>
</tr>
<tr>
<td><strong>Customer</strong></td>
<td>means the party identified as the organization having established SLAs with EMI.</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td>means user and technical manuals provided by EMI for use with its Software or by the Contributor for use of their software.</td>
</tr>
<tr>
<td><strong>EMI</strong></td>
<td>means European Middleware Initiative.</td>
</tr>
<tr>
<td><strong>EMI Product(s)</strong></td>
<td>means the set of software Products (Services, Clients or Libraries) maintained by EMI during their active support lifetime.</td>
</tr>
<tr>
<td><strong>Enhancement</strong></td>
<td>means all Software changes, including changes in the code, configuration, schemas, interfaces, etc which modify the software to provide additional or improved features.</td>
</tr>
<tr>
<td><strong>Error</strong></td>
<td>means an error in the product, which degrades the product as defined by the Severity definitions, as compared to EMI or the Contributor published functionality and performance specifications.</td>
</tr>
<tr>
<td><strong>Level 1 Support</strong></td>
<td>means the ability to provide general product information, software configuration information, collect relevant technical problem identification information, perform base problem determination, provide basic support on the standard products, protocols and features and propose workarounds to known Problems. This level of support is not provided directly by EMI nor the Contributor, as described in the EMI Support Plan.</td>
</tr>
<tr>
<td><strong>Level 2 Support</strong></td>
<td>means the ability to provide Level 1 Support plus the ability to resolve the majority of misconfigurations, troubleshoot and simulate complex configuration, and software problems; support problem isolation and determination of product specification defects; provide simulation and interoperability and compatibility testing for new software releases prior to being deployed into the Customer production network; provide advanced Support on all products, protocols and features; have the ability to analyze traces, diagnose problems remotely, and provide End Users with complete steps to reproduce a problem. This level of support is not provided directly by EMI to End Users nor by the Contributor, but can be performed together with the Customers, as described in the EMI Support Plan.</td>
</tr>
<tr>
<td><strong>Level 3 Support</strong></td>
<td>means the ability to provide Level 2 Support plus the ability to provide software fixes and enhancements such as patches, fixing or generating workarounds that address software bugs; troubleshoot bugs that were not diagnosed during Level 1 Support.</td>
</tr>
</tbody>
</table>
2 Support; work with Customers to resolve critical situations, and building action plans with Customers to address complex issues. Within the context of this OLA, Level 3 Support for contributed software is provided by the Contributor.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Release</td>
<td>means the issuance of Software that is designated by EMI with a change in the first number (x) of its release number of the format x.y.z-r, signifying a new product level with major new functionality, fixes to known errors (bugs) and possibly non-backward-compatible interfaces or behaviour.</td>
</tr>
<tr>
<td>Minor Release</td>
<td>means the issuance of Software that is designated by EMI with a change in the second number (y) of its release number of the format x.y.z-r, signifying an enhancement of an existing product level with minor new functionality, possibly fixes to known errors (bugs) and with backward-compatible interfaces or behaviour.</td>
</tr>
<tr>
<td>Operational Level Agreement (SLA)</td>
<td>means the Operational Level Agreement (OLA) that identifies the features and defines the processes involved with the delivery of various software provision functions to EMI, as presented by this document.</td>
</tr>
<tr>
<td>Patch</td>
<td>means a set of one or more packages distributed to the Customer to issue changes in the EMI products. A patch can contain Minor, Revision or Age-Change releases of one or more products.</td>
</tr>
<tr>
<td>Previous Sequential Release</td>
<td>means Release of Software, which has been replaced by a subsequent version of the product.</td>
</tr>
<tr>
<td>Problem Resolution</td>
<td>means the use of reasonable efforts to resolve the reported problem. These methods may include (but are not limited to): configuration changes, patches that fix an issue, reinstalling the software, etc.</td>
</tr>
<tr>
<td>Product</td>
<td>means a set of installable packages providing together a defined set of interfaces and functional behaviours and owned by a specific team of EMI Technical Experts called Product Team or a team within the Contributor organization. EMI Software offerings come in the form of Products. The EMI Support Service, any SLA with EMI Customers and this OLA apply to the current EMI Products or Products Catalogue as published in the EMI Web Site and any contributed software from the Contributor compliant with the current EMI Products.</td>
</tr>
<tr>
<td>Release</td>
<td>means a Major or Minor Release of the same product.</td>
</tr>
<tr>
<td>Respond</td>
<td>means addressing the initial request and taking ownership of the issue.</td>
</tr>
<tr>
<td>Response Time</td>
<td>means the amount of time elapsed between the initial submission by the Customer to EMI Support through the agreed escalation mechanism and the first Contributor Technical Experts response indicating that the ticket has been taken in charge.</td>
</tr>
<tr>
<td>Revision Release</td>
<td>means the issuance of Software that is designated by EMI with a change in the third number (z) of its release number of the format x.y.z-r, signifying a change in the Software to fix an error (bug) in an existing product level without any new functionality and with backward-compatible interfaces or behaviour.</td>
</tr>
<tr>
<td>Service Level Agreement (SLA)</td>
<td>means the Customer Service Level Agreement (SLA) that identifies the features and defines the processes involved with the delivery by EMI of various support functions to Customer, as presented by this document.</td>
</tr>
<tr>
<td>Service Request (SR)</td>
<td>means a single issue opened with EMI Support using the GGUS application. The SR number identifies the Service Request.</td>
</tr>
<tr>
<td>Service(s)</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>(a) the Software Provision and Support Services described in the EMI “Works with EMI” program and the Support Plan and to which this OLA is applicable;</td>
</tr>
<tr>
<td></td>
<td>(b) the distributed computing services provided by the Contributor as Software and making the object of the Software Provision and Support Services.</td>
</tr>
<tr>
<td>Severity 1</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>(a) an Error with a direct security impact on the product;</td>
</tr>
<tr>
<td></td>
<td>(b) an Error isolated to Software or in a production environment that renders the product inoperative or causes the product to fail catastrophically; e.g., critical system impact, system down;</td>
</tr>
</tbody>
</table>
(c) a reported defect in the product in a production environment, which cannot be reasonably circumvented, in which there is an emergency condition that significantly restricts the use of the product to perform necessary business functions; or
(d) inability to use the product or a critical impact on operation requiring an immediate solution.

**Severity 2**

means:
(a) an Error isolated to Software that substantially degrades the performance of the product or materially restricts business; e.g., major system impact, temporary system hanging;
(b) a reported defect in the product, which restricts the use of one or more features of the product to perform necessary business functions but does not completely restrict use of the product; or
(c) ability to use the product, but an important function is not available, and operations are severely impacted.

**Severity 3**

means:
(a) an Error isolated to the Software that causes only a moderate impact on the use of the product; e.g., moderate system impact, performance/operational impact;
(b) a reported defect in the product that restricts the use of one or more features of the product to perform necessary business functions, while the defect can be easily circumvented; or
(c) an Error that can cause some functional restrictions but it does not have a critical or severe impact on operations.

**Severity 4**

means:
(a) a reported anomaly in the product that does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions; this is a minor problem and is not significant to operation; or
(b) an anomaly that may be easily circumvented or may need to be submitted to EMI Research and Development as a request for enhancement.

**Site**

means the physical location where EMI services are installed.

**Software**

means the object code version of the intangible information constituting one or more computer or apparatus programs and the informational content of such programs, together with any Documentation supplied in conjunction with, and supplementing such programs, the foregoing being provided by the Contributor to EMI by way of electronic transmission or by being fixed in media furnished to EMI.

**Software Contributions (SC)**

means he set of Programs provided by the Contributor to EMI and covered by this OLA

**Software Support Services (SDS)**

means he set of services provided by EMI and covered by this SLA

**Support**

means the Technical Support Services provided by EMI or the Contributor directly to Customer as set forth in the EMI Support Plan.

**Support Plan**

means the direct Support program offering and procedure described in the EMI Support Plan document.

**Support Unit**

means the team of people registered in GGUS as responsible to receive Support Requests for specific products or sets of Products.

**Technical Expert**

Means:
(a) an individual who has demonstrated technical competency in one or more of the products developed and maintained by EMI and is authorized by EMI to provide technical support the Customer.
(b) an individual who has demonstrated technical competency in one or more of the products developed and maintained by the Contributor and is authorized by the Contributor to provide technical support to EMI or its Customers.

**Version Number**

means a sequence of numbers and letters in the form x.y.z-r identifying a
| specific version of a given Product: |  
| x = Major Version number  
| y = Minor Version number  
| z = Revision number  
| r = Age number  
| Workaround | means a known change in the followed installation or configuration procedures of a Product or its associated data to avoid an Error without substantially impairing use of the product.  
| Working Day | See Business Day |