



SERVICE LEVEL AGREEMENT TEMPLATE

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European Middleware Initiative

Service Level Agreement

**For the Provision of Software and Support
Services**

Effective Date: 31 December 2010

Version

Version	Date	Description	Author
1.0	30-11-2010	Service Level Agreement	EMI Project Office
1.1	31-12-2010	First minor revision	EMI Project Office

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
EMI	SLA Manager		
Customer	Customer Role		

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1. AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the European Middleware Initiative (EMI) project and <Customer> for the provisioning of Software Development and Support (SDS) services required to support and sustain the <Customer Product or service>.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

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

2. GOALS & OBJECTIVES

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent SDS service delivery to the Customer by the Service Provider.

The goal of this Agreement is to obtain mutual agreement for SDS service provision between the Service Provider and Customer.

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 the Customer.
- Match perceptions of expected service provision with actual service support and delivery.

3. STAKEHOLDERS

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Service Provider(s): EMI. (“Provider”)

Customer(s): <Customer> (“Customer”)

4. TERM, TERMINATION AND AMENDMENTS

This Agreement is valid from the Effective Date outlined herein for a maximum period of 36 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 Customer will inform EMI in writing with 30 days notice. Similarly, EMI will inform the Customer in writing with 30 days notice should they wish to terminate the Agreement before its expiration date. EMI can terminate the contract if the Customer does not apply reasonable effort in fulfilling their responsibilities as specified in section 5.2 (Customer Responsibilities).

The Service Level Agreement Manager is responsible for facilitating regular reviews of this document. This Agreement and the related EMI Support Plan offering details are operational in nature and may be modified at any time by EMI. EMI will take appropriate measures to inform the Customer of modifications and will give the Customer 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. The new revision of this Agreement supersedes any previous service level agreements, which are considered expired.

Service Level Agreement Manager: [EMI SLA Manager](#)

Review Period: [Yearly \(12 months\)](#)

Previous Review Date:

Next Review Date:

5. SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. SERVICE SCOPE

The following Services are covered by this Agreement:

- Requirements Prioritization
- Quarterly Requirements tracking Reports
- Software acceptance Tests Reports for Major Releases
- Web-based Support
- Monitored email support

Details of the Services can be found in the EMI User Support Plan at

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

5.2. CUSTOMER RESPONSIBILITIES

5.2.1 Staffing

All Customer personnel contacting EMI for Support must be fully trained on both the Major Release of the EMI Components and the current issue with which the Customer requires assistance.

5.2.2 Named Designated Contacts

The Customer agrees that contact with EMI will be through the specified Designated Contacts. The Customer 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 SLA.

5.2.3 Network Access

To the extent possible, and as requested by EMI, the Customer understands that it may be necessary to provide EMI or its authorized Technical Experts access to the affected network environment for any Severity 1 issue, or when EMI determines that its Technical Experts need to access the Customer network in order to remotely diagnose an issue. The Customer understands that if access is not provided as requested by EMI, problem determination will be slower or impaired.

5.2.4 System Information

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

5.2.5 Backup and Removal of Data and Software

To reconstruct lost or altered files, data, or programs, the Customer must maintain a separate backup system or procedure that is not dependent on the EMI Products under Support.

Where applicable, before installing workarounds, fixes or updated software, the Customer agrees to:

- (a) backup and secure all programs and data contained in the system (hardware or virtual machine) running the affected EMI Services;
- (b) update or roll-back any third-party program used by the EMI Products, but having different version than the one specified in the current Product requirements.

5.2.6 Upgrades, updates, recommended configurations

The Customer agrees to regularly keep their systems up-to-date with respect to the current supported Product versions and to apply the EMI recommended configurations. In particular, the Customer agrees to

- (a) regularly apply any software Product update provided by EMI and having passed the agreed acceptance criteria;
- (b) apply with no undue delay software Products updates provided to correct critical problems and in particular security related problems, irrespective whether the problems have been reported by the Customer or independently found by EMI or other Products users.
- (c) maintain the systems and installed software within the configuration parameters recommended by EMI

The Customer is aware that Products, which are not within the agreed Support Life periods, are not timely updated to fix critical issues and are used outside the recommended configuration parameters are not entitled to be supported from EMI Technical Experts. EMI Technical experts can ask the Customer to upgrade, apply updates and restore the recommended configuration parameters before further investigating any reported issue.

5.2.7 On-site Access

Where applicable, the Customer agrees to provide EMI Technical Experts or Support Managers with sufficient and safe access to the Customer facilities in order to permit EMI to fulfill its obligations.

5.3. SERVICE PROVIDER RESPONSIBILITIES

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:

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

Upon the Customer and EMI acceptance of this SLA, the Customer 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 Customers covered under a valid EMI Support offering, technical support will be provided pursuant to the terms of the EMI Support Plan. EMI agrees to provide support, where appropriate, to the Customer, which may include but is not limited to, the following actions:

- (a) Provide the Customer with access to Product update releases, related Documentation and knowledge articles, upon general public release;
- (b) Provide the Customer with access to Technical Experts, who will work with him 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 Customer through an announcement posted on the EMI website at URL:

http://www.eu-emi.eu/services/lifecycle/support_periods.htm

(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 Customer 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 approved 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 EMI Support Plan offerings, is not covered by this SLA and does not have to fulfill any agreed Service Level.

5.3.5 Reporting Non-EMI Errors to the Customer

Upon working the Service Request under normal processes, and with appropriate management review, if at that point EMI believes that a Problem reported by the Customer may not be due to an error in the EMI Products, EMI will notify the Customer. At that time, the Customer 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 Customer 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 SLA. EMI reserves the right to deny support or to charge any associated non-labour cost (travel expenses, subsistence, or material) to the Customer. If the Customer 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.

5.4. SERVICE ASSUMPTIONS

EMI provides technical support to users of its publicly released Components. The support provided by EMI is typically at “expert level” and it is directed at handling incidents that lower level support desks within the Customer Organization could not solve without changing the Component source code or by applying known workarounds. The Technical Support and Escalation Procedures are described in the EMI Project Support Plan. The latest version of the Support Plan can be downloaded from the EMI web site at:

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

User support is provided via the GGUS portal (see section 5.4.1, Web-based Support), which is the single point of contact for 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 SLA and can change at any time to fulfil 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 Service Level Agreement applies to Services provided by EMI for any Component 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 SLA in section 5.3.2 (Support Lifecycle).

5.4.1 Web-based Support

EMI web-based Support is available through GGUS at:

<https://gus.fzk.de/pages/home.php>

It provides the Customer 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.

The public EMI web site at:

<http://www.eu-emi.eu>

provides the Customer with:

(a) Product documentation, release notes, troubleshooting guides and technical white papers about EMI software Products, as releases become publicly available. Technical previews can also be obtained if the Customer is additionally subscribing to 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 can also be obtained if the Customer is additionally subscribing to 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. Support Customers 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 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

(b) By Web Forms: once a support request is available in GGUS, the Customer 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.

6. SERVICE MANAGEMENT

6.1. SERVICE AVAILABILITY

Coverage parameters specific to the Services covered in this Agreement are as follows:

Service name	Availability	Comments
Web support	Submission via GGUS available 24 hours, Monday to Sunday (depending on GGUS service availability guarantees)	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
Email support	Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday on standard working days	Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day
On-site assistance		Negotiated on a case by case basis

6.2. SERVICE REQUESTS

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

Severity Level	GGUS Ranking	Response time	Comments
Severity 1 (Critical)	Top Priority	0-2 hours	During office hours
Severity 2 (Major)	Very Urgent	Within 5 working days	
Severity 3 (Medium)	Urgent	Within 15 working days	
Severity 4 (Enhancements)	Less Urgent	N/A	No guaranteed response time is given for

			<p>enhancements requests, however, all requests are considered and enter into the standard EMI software cycle for potential inclusion in the public releases</p>
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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 provide a Service to the Customer shall keep confidential all non-public information provided to it by the Customer 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 Customer 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, constitutes the entire agreement between EMI and the Customer 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.

9.4. CONFLICT RESOLUTION

Any conflict arising from the application of lack of application of the terms agreed in this SLA will be handled according to the following escalation procedure:

- (a) The conflict is discussed between the named Service Provider and Customer representatives as defined in section 11 - Communication.
- (b) If no satisfying solution can be found, the matter is escalated to the SLA signatories defined in section 12 – Signatures. The signatories can verify the matter and discuss it internally within their organization and propose and discuss a solution
- (c) If no satisfying solution can be found, the matter is escalated to the primary funding agencies of the Service Provider and the Customer, who will suggest an arbitration mechanism to decide on the matter.

10. OFFICE LOCATIONS

Headquarters: EMI Project Office

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>

EMI User Center: <http://www.eu-emi.eu/userprograms>

Support Services: <http://www.eu-emi.eu/services>

11. COMMUNICATION

EMI Designated Contacts	Customer Designated Contacts

12. SIGNATURES

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

Alberto Di Meglio
Director EMI Project

Date

Date

APPENDIX: DEFINITIONS

Acknowledge	means informing the submitter that a support request has been received by the EMI Automated Support System (GGUS).
Acknowledgement time	means the amount of time elapsed between the initial submission by the Customer to EMI Support and the initial acknowledgement from the EMI
Age-change Release	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.
Business Day	means normal working day in the time zone where the EMI Technical Experts in charge of a support request are located.
Component	means a software package or strictly related set of packages providing a specific functionality within an EMI Middleware Product (Service, Client or Library)
Customer	means the party identified as the organization entering into this Agreement with EMI.
Documentation	means user and technical manuals provided by EMI for use with its Software.
EMI	means European Middleware Initiative.
EMI Product(s)	means the set of software Products (Services, Clients or Libraries) maintained by EMI during their active support lifetime.
Enhancement	means all Software changes, including changes in the code, configuration, schemas, interfaces, etc which modify the software to provide additional or improved features.
Error	means an error in the product, which degrades the product as defined by the Severity definitions, as compared to EMI published functionality and performance specifications.
Level 1 Support	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, as described in the EMI Support Plan.
Level 2 Support	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, but can be performed together with the Customers, as described in the EMI Support Plan.
Level 3 Support	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 2 Support; work with Customers to resolve critical situations, and building action plans with Customers to address complex issues.
Major Release	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.
Minor Release	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.
Patch	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.
Previous Sequential Release	means Release of Software, which has been replaced by a subsequent version of the product.
Problem Resolution	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.
Product	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. EMI Software offerings come in the form of Products. The EMI Support Service and this SLA apply to the current EMI Products or Products Catalogue as published in the EMI Web Site.
Release	means a Major or Minor Release of the same product.
Respond	means addressing the initial request and taking ownership of the issue.
Response Time	means the amount of time elapsed between the initial submission by the Customer to EMI Support through the agreed escalation mechanism and the EMI Technical Experts response.
Revision Release	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.
Service Level Agreement (SLA)	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.
Service Request (SR)	means a single issue opened with EMI Support using the GGUS application. The SR number identifies the Service Request.
Service(s)	means: (a) the Software Provision and Support Services described in the EMI Technical Plans and the Support Plan and to which this SLA is applicable; (b) the distributed computing services provided by EMI as Software and making the object of the Software Provision and Support Services.
Severity 1	means: (a) an Error with a direct security impact on the product; (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; (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 to Customer by way of electronic transmission or by being fixed in media furnished to Customer.
Support	means the Technical Support Services provided by EMI 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 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.
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