

“**Access Management Services**” means the access management process, referred to in Section 2.3.5 of the Terms of Reference, required to provide and support the rights for the End Users to enable them to access a Service or group of Services, while preventing access to non-authorised users.

“**Account and Contract Manager**” as defined in Section 8.2 of the Terms of Reference.

“**Ad-Hoc Services**” are minor, ad-hoc assignments required by the ESM within the scope of the Agreement which do not require complex specifications and require at least two person hours and less than 20 person- days (i.e., 160 person-hours) for completion.

“**Asset Manager**” as defined in Section 8.2 of the Terms of Reference.

“**Asset(s)**” means an item of property owned, rented or supplied by the ESM or the Provider, regarded as having value and available to meet debts, commitments, or legacies.

“**Availability**” or “**Available**” as the context requires means the time during which a system or technical component or other Equipment is fully functioning as specified and can be used by the End User as intended to carry out normal business operations with no message/data loss, downtime, or performance degradation.

“**BCP (business continuity planning) End User(s)**” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“**Best Industry Practice**” means In relation to any activity and any circumstance, means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would be expected from a highly skilled and highly experienced service provider (which is a leader in the field of providing equivalent services to the Services) engaged in the same type of activity under the same or similar circumstances.

“**Business Day(s)**” means days between Monday and Friday inclusively, except ESM holidays as established by the ESM’s Managing Director on an annual basis. ESM holidays may not align with standard Luxembourg holidays.

“**Business Hours**” means 07:30 to 19:00 CET on Business Days.

“**Change Management Services**” as defined in Section 2.2 of the Terms of Reference.

“**Change(s)**” as defined in Section 2.2 of the Terms of Reference.

“**Closed Ticket(s)**” as defined in Section 7 of the Terms of Reference.

“**Cloud PC profile**” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“**Configuration Item**” or “**CI**” means any component that needs to be managed in order to deliver an IT service.

“**Configuration Management Database**” or “**CMDB**” means the configuration management database.

“**Containment Time**” as defined in Section 6.5 of the Terms of Reference.

“**CVSS**” means Common Vulnerability Scoring System.

“**Disaster Recovery Site**” or “**DR Site**” means the ESM’s disaster recovery site.

“**End-to-End Service(s)**” means a service that is directly available for the End Users; such services are often delivered as an aggregate of several services from several providers. To ensure availability and quality of End-to-End Services, several providers may have to coordinate their delivery of services to the ESM.

“**End User(s)**” means a person or persons who uses the Services as authorised by the ESM.

“**End User Application Services**” as defined in Section 3.1.3 of the Terms of Reference.

“**End User Client Services**” as defined in Section 3.1.2 of the Terms of Reference.

“**End Users in external offices**” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“**End User Services**” means the Services as described in Section 3.1 of the Terms of Reference.

“**Equipment**” means any Software, Materials, IT infrastructure and other hardware, materials and products provided or used by a Party.

“**ESM**” means European Stability Mechanism.

“**ESM Building**” or “**ESM Premises**” as defined in Section 1.1 of the Terms of Reference.

“**ESM IT Division**” means the division within the ESM responsible for IT.

“**ESM ITSM Tool**” means the ESM IT Service Management tool to be used by the Provider, i.e., ServiceNow.

“**ESM Management Board**” means the management board of the ESM.

“**ESM Policies**” means the policies established by the ESM, as adapted or updated from time to time.

“**ESM Service Delivery Manager**” as defined in Section 8.2 of the Terms of Reference.

“**ESM Site(s)**” means the following locations: 1) The ESM Building in Luxembourg; 2) A small office in Brussels (the “**Brussels Office**”); and 3) the Disaster Recovery Site in Luxembourg. Some locations may change over the duration of the Framework Agreement.

“**ESM Procedures**” means the procedures established by the ESM, as adapted or updated from time to time.

“**Excusable Downtime**” as defined in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Existing Area**” as defined in Section 1.1 of the Terms of Reference.

“**Expected Uptime**” as defined in *TOR Annex 9 – SLA* to the Terms of Reference.

“**External End User(s)**” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“**Framework Agreement**” as defined in Section 1.2 of the Terms of Reference.

“**Hardware**” means all machines, wiring, and other physical components of a computer or other electronic system as well as any related documentation and instructions.

“**IMACD**” means installations, moves, adds, changes, disposals.

“**Incident**” as defined in Section 3.1.1 of the Terms of Reference.

“**Incident Management Services**” means the process responsible for managing the lifecycle of all Incidents referred to in Section 2.3.2 of the Terms of Reference.

“**ITIL 4**” means the Information Technology Infrastructure Library version 4 and all references to “**ITIL**” will be understood as references to ITIL 4.

“**IT Corporate Systems**” means the team within the ESM IT Division responsible for corporate IT systems.

“**IT Financial Applications**” means the team within the ESM IT Division responsible for financial applications.

“**IT Security**” means the team within the ESM IT Division responsible for IT security.

“**ITSM Tool**” means a software system to manage IT Service Management (ITSM) processes based on ITIL definitions.

“**Key Personnel**” means the Provider staff responsible for key aspects of the provision of the Services as further described in Section 8 of the Terms of Reference.

“**Materials**” means all items, products, documents, data and materials, including but not limited to concepts, works, inventions, information, drawings, designs, templates, as well as any related documentation and instructions.

“**Measurement Interval**” means the period of time over which any given SLR will be measured as set out in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Measurement Window**” means the period of time during which any given SLR must be met and which will be included in the calculation of the SLR as set out in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Mobile Device Management**” or “**MDM**” as defined in Section 3.1.2 of the Terms of Reference.

“**Monthly SDR Meetings**” as defined in Section 11 of the Terms of Reference.

“**Monthly SLR Reports**” as defined in Section 9.1 of the Terms of Reference.

“**Network Services**” means the Services as described in Section 3.2 of the Terms of Reference

“**On-Demand Services**” are ESM requirements associated with the Ongoing Services that arise on an irregular basis only and are ordered by the ESM via a Release Order or Work Order.

“**Party(ies)**” means, depending on the context, the ESM, or the Provider or both the ESM and the Provider.

“**Personnel**” means in relation to either Party or any other party, the officers, directors, employees, free-lancers, other staff, agents, auditors, consultants or Subcontractors.

“**Phase-in**” as defined in Section 5.1 of the Terms of Reference.

“**Phase-out**” as defined in Section 5.2 of the Terms of Reference.

“**Problem**” means a cause of one or more Incidents.

“**Problem Management Services**” means the process, referred to in Section 2.3.4 of the Terms of Reference, to prevent Problems and resulting Incidents from happening, to eliminate recurring Incidents and to minimise the impact of Incidents that cannot be prevented.

“**Priority Level(s)**” as defined in Section 2.3.2 of the Terms of Reference.

“**Project Services**” or “**Project(s)**” are projects, tasks, or works required by the ESM within the scope of the Agreement that generally require more than 20 person days (i.e., 160 person-hours) to complete and due to the risks or complexities involved require more detailed specifications to be agreed between the Parties in the form of a Work Order.

“**Provider**” as defined in Section 1.1 of the Terms of Reference.

“**Provider Service Delivery Manager**” as defined in Section 8.2 of the Terms of Reference.

“**Release Order**” means a document containing a RO number and substantially in the form as attached to the Agreement – Release Order Template. A Release Order is used as a Contract between the ESM and the Service Provider only for the Services specifically indicated in the Framework Agreement for which a Release Order is to be used. Such Services will cover, in principle, ad-hoc short, simple and clearly defined individual assignments specified by the ESM.

“**Reporting Period**” means the frequency with which the Provider will provide a report to the ESM on the Providers performance of any given SLR as set out in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Services**” as defined in Section 1.1 of the Terms of Reference.

“**Service Asset and Configuration Management Services**” or “**SACM**” as defined in Section 3.1.4 of the Terms of Reference.

“**Services at the Disaster Recovery site**” as defined in Section 3.3 of the Terms of Reference.

“**Service Credit(s)**” means credits which become payable to the ESM by way of a reduction in the Fees or otherwise when they fail to achieve a Service Level Threshold/SLT, as further set out in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Service Delivery Manager**” as defined in Section 8.2 of the Terms of Reference.

“**Service Desk**” as defined in Section 3.1.1 of the Terms of Reference.

“**Service Desk Manager**” as defined in Section 8.2 of the Terms of Reference.

“**Service Desk Personnel**” or “**Service Desk Member(s)**” means the personnel who support the Service Desk Services.

“**Service Desk Services**” as defined in Section 3.1.1 of the Terms of Reference.

“**Security Incident**” as defined in Section 3.1.1 of the Terms of Reference.

“**Security Incidents Priority Level(s)**” as defined in Section 6.5 of the Terms of Reference.

“**Service Integration Services**” means the service management processes that work across and within the various Services subject to the Terms of Reference.

“**Service Level Measurement Formula**” means the formula used to calculate the relevant Service Credit payable for failure to meet the associated SLT as set out in *TOR Annex 9 – SLA* to the Terms of Reference.

“**Service Level Requirement(s)**” or “**SLR**” means service levels or service level requirements as set out in *TOR Annex 9 – SLA* to the Terms of Reference or as otherwise agreed in writing between the Parties.

“**Service Level Target**” or “**SLT**” means the performance objective that the Provider is required to achieve for each SLR.

“**Security Principles**” as defined in Section 6 of the Terms of Reference.

“**Service Request**” as defined in Section 3.1.1 of the Terms of Reference.

“**Service Request Services**” means the process required to manage and resolve Service Requests referred to in Section 2.3.3 of the Terms of Reference.

“**Service Uptime**” as defined in *TOR Annex 9 – SLA* to the Terms of Reference.

“**SharePoint**” means the ESM’s document management and intranet solution by Microsoft.

“**Software**” means all computer programs, interfaces, algorithm, APIs, apparatus, circuit designs or other software in any form (including any source code and object code form), as well as any related documentation and instructions.

“**SPOC**” as defined in Section 3.1.1 of the Terms of Reference.

“**Standard Change**” as defined in Section 3.1.1 of the Terms of Reference.

“**Standard End User(s)**” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“**Subcontractor**” means any party other than the Parties, which performs any obligation of a Party under the Agreement or supports the Party in the performance of such obligations.

“Temporary End User(s)” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“Temporary End User(s) with BYOD (bring your own device)” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“Terms of Reference” or **“TOR”** as defined in Section 1.1 of the Terms of Reference.

“Third Party(ies)” means any party or parties other than a Party and its Subcontractors.

“Ticket Assignment Time” means the time during which the Provider must allocate a ticket to the appropriate party (either Provider Personnel, ESM Personnel or Third Party) for investigation and resolution.

“Transition Plan” or **“TP”** as defined in Section 5.1 of the Terms of Reference.

“VIP End User(s)” means an End User’s profile as defined in Section 3.1.2 of the Terms of Reference.

“Vulnerability Detection Date” as defined in Section 6.2 of the Terms of Reference.

“WAN and MAN Services” as described in Section 3.2.1 of the Terms of Reference.

“Work Order” means a contract for Project Services entered into between the ESM and the Service Provider substantially in the form attached to the Agreement.