

MySQL OEM Support May 2009

Definitions

Capitalized terms used in this MySQL OEM Support description shall have the same meanings as defined in the MySQL OEM Agreement ("Agreement") unless otherwise defined herein.

"Business Days" means Monday through Friday, not including holidays observed by MySQL.

"Business Hours" means the following:

- If Customer is based in North or South America: 9:00 a.m. - 8:00 p.m. Eastern time during Business Days
- If Customer is based outside of North or South America: 7:00 a.m. - 5:00 p.m. GMT, during Business Days

"CSC" means the MySQL Customer Support Center. Unless otherwise indicated in this document or otherwise agreed by Customer and MySQL with respect to a particular Incident, all MySQL Support status updates will be delivered solely via a posting or notice in the CSC system.

"Custom Build" means a binary code version of Product compiled to meet a Customer-specified build configuration. Such Customer specification: (a) must be provided to MySQL in writing; and (b) may be rejected by MySQL if MySQL reasonably believes it cannot be properly compiled or supported. Custom Build does not include software source code creation or changes of any type, including but not limited to new or revised platforms, new or revised features, or any other custom development work. MySQL's creation of a Custom Build does not constitute MySQL's approval or endorsement of Customer's specified build configuration.

"Hot Fix" means software released to Customer as an Incident Resolution that does not have any, or at best very limited, functional testing, system testing, regression testing, or testing with any of the other test suites that MySQL applies as part of normal quality-and-assurance processes. MySQL may deliver Hot Fix code segments as part of an Incident Resolution if Customer agrees to include such code and agrees to build such code. Customer acknowledges and agrees that actual Hot Fix deliverables may or may not, at the sole discretion of MySQL, be incorporated into any future MySQL software release. Because Hot Fixes have no or very limited testing, until such time (if any) that a Hot Fix is included in a Maintenance Release or Major Release: (a) **Customer's use of a Hot Fix is at its sole discretion and risk**, and (b) **notwithstanding any other term herein and of the Agreement, all Hot Fixes are provided to Customer "as is," without any warranties of any kind, and MySQL accepts absolutely no liability or obligation of any kind for Customer's use of a Hot Fix.**

"Incident" means a single, discrete technical problem which cannot be reasonably subdivided, and also which is not overly broad in scope. Each Incident typically involves a series of exchanges between Customer and MySQL support staff.

"Incident Resolution" means one of the following possibilities, as communicated via the CSC:

- a workaround has been delivered to Customer and accepted by Customer as a final solution to the Incident.
- a solution has been generated in the form of a software Hot Fix.
- MySQL informs Customer that the MySQL Product is not causing the problem and the root cause is in a non-MySQL part of the Customer Application or Integrated Product.
- the MySQL Product behaves according to specifications and will not be changed and the problem exists in the MySQL Product documentation and the solution to the Incident is to clarify and/or modify the MySQL Product documentation in a subsequent documentation release.
- MySQL informs Customer that the MySQL Product conforms to its specifications and does not need to be changed.
- the MySQL Product conforms to its specifications and MySQL determines that the Incident will be treated as a feature enhancement request.
- MySQL informs Customer that after applying considerable time and MySQL resources to the Incident it has not been possible to reproduce the Incident.

- MySQL informs Customer that MySQL will use commercially reasonable efforts to correct the Incident in a future release of the MySQL Product.
- MySQL informs Customer that the Incident is a Non-Technical Support Incident.

“Initial Response Time” means the target time taken from when Customer files the initial request to MySQL until a MySQL technical support person has been assigned to the Incident and that assignment has been communicated back to Customer.

“Maintenance Release” is as defined in the Agreement.

“Major Release” is as defined in the Agreement.

“Non-Technical Support Incident” means an Incident falling outside the scope of the MySQL Technical Support organization, as reasonably determined by MySQL. Any resolution of Non-Technical Support Incidents by MySQL is out of scope of this Support description and will be subject to MySQL’s then-current consulting fees and additional terms and conditions. Customer should contact MySQL regarding the availability and purchase of such services.

“Severity Level” or “Severity” followed by a numeral means MySQL’s support severity levels 1 through 4. MySQL support engineers will endeavor to respond to issues according to their severity, as determined by MySQL in consultation with Customer. MySQL recognizes four severity levels:

- A Severity 1 problem represents a catastrophic problem in Customer’s production systems. Examples include a complete loss of service, production systems that are crashed, or a production system that hangs indefinitely. No workaround exists. Customer cannot continue essential operations.
- A Severity 2 problem represents a high-impact problem in Customer’s production systems. Essential operations are seriously disrupted, but a workaround exists which allows for continued essential operations.
- A Severity 3 problem represents a lower impact problem on a production system that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality. Customer can continue essential operations. Severity 3 problems also include all problems on non-production systems, such as test and development systems.
- A Severity 4 problem represents a general usage question. It also includes recommendations for requests for new products or features, and requests for enhancements or modifications. There is no impact on the quality, performance, or functionality of the product in a production system.

“Technical Support Incidents” fall into one of the following three categories:

- Technical Assistance
 - Questions about product usage and installation which do not result in registration of a Product error or feature enhancement request.
- Product Error
 - Customer encounters a problem which is determined to be a MySQL Product error.
- Feature Enhancement Request
 - A request by Customer for a feature that is not included in the current versions of MySQL Product. MySQL will review Customer’s request and it may be included in subsequent Product releases at the sole discretion of MySQL.

“24x7” means 24 hours per day, 7 days per week. All other periods of time stated in this document are during Business Hours.

“Year” means twelve months of Support beginning upon Customer’s initial purchase date or the anniversary of such date.

MySQL OEM Support Levels

	Basic	Silver	Gold	Platinum
Problem Resolution Support				
Number of Incidents per Year	12	Unlimited	Unlimited	Unlimited
Web-based Case Management	Yes	Yes	Yes	Yes
Phone Access		During Business Hours	24x7	24x7
Support Access	During Business Hours	During Business Hours	24x7	24x7
Maximum Initial Response Time	2 Business Days	4 hours	2 hours	1 hour
Emergency ¹ Response Time			1 hour	30 minutes
Emergency ¹ Bug Fix Escalation			Yes	Yes
Emergency ¹ Hot Fix Build			Yes	Yes
Custom Build			Option	Option
Consultative Support²				
Remote Troubleshooting			Yes	Yes
Replication Review			Yes	Yes
Partitioning Review			Yes	Yes
Query Review				Yes
Schema Review				Yes
Performance Tuning				Yes
Customer Code Review: MySQL Client APIs				Yes
Customer Code Review: MySQL UDF & Server Extensions				Yes
Customer Code Review: MySQL Stored Procedures, Triggers & Functions				Yes
Install Advantage		Yes (phone only)	Yes	Yes
Self Help Support				
Knowledge Base	Yes	Yes	Yes	Yes
Lifecycle/End of Life Support				
Active	Yes	Yes	Yes	Yes
Extended		Yes	Yes	Yes

¹ Emergency is an Incident with Severity 1.

² Consultative Support: Gold (Maximum of 40 hours per Year); Platinum (Maximum of 100 hours per Year).

Resolution Effort

MySQL will use commercially reasonable efforts to resolve the Incidents filed by Customer. Not all Incidents can be guaranteed to result in a workaround, Hot Fix, Maintenance Release or any other measure that resolves the Incident. See the Incident Resolution definition above for a detailed description.

OEM BASIC

Severity Level	Working Hours	Effort
Severity 1-4	Business Hours	MySQL will work during Business Hours until an Incident Resolution has been provided to Customer.

OEM SILVER

Severity Level	Working Hours	Effort
Severity 1	Business Hours	MySQL will work during Business Hours until an Incident Resolution has been provided to Customer or the Severity of the Incident has been downgraded to Severity Level 2 or lower in consultation with Customer.
Severity 2-4	Business Hours	MySQL will work during Business Hours until an Incident Resolution has been provided to Customer.

OEM GOLD AND PLATINUM

Severity Level	Working Hours	Effort
Severity 1	24x7	MySQL will work continually (24x7) until an Incident Resolution has been provided to Customer or the Severity of the Incident has been downgraded to Severity Level 2 or lower in consultation with Customer.
Severity 2	Business Hours	MySQL will work during Business Hours until an Incident Resolution has been provided to Customer or the Severity of the Incident has been downgraded to Severity Level 3 or lower in consultation with Customer.
Severity 3-4	Business Hours	MySQL will work during Business Hours until an Incident Resolution has been provided to Customer.

Incident Resolution Deliverables

Incidents typically require different resolutions depending on a number of factors such as the Severity Level, Customer's needs, Support levels etc.

Software deliverables can be in the form of a Hot Fix, Maintenance Release, Major Release, or Custom Build.

Escalation Process

The escalation process is used by Customer to initiate an escalation for any reason. The response process varies depending on the Support level purchased by Customer and the Severity Level of the Incident. There are two mechanisms to initiate an escalation:

Web-based escalation

Customer accesses the CSC and requests issue escalation using the web form available from the applicable Incident web page.

Phone-based escalation

Customer contacts our dispatch center and requests escalation.