

Java System Suite United States

1. Scope

This Service provides with Software support and maintenance; and other deliverables as described or referenced below for Java System Suite Software (“Software”).

2. Sun's Tasks and Deliverables

The following services are provided during each annual term:

• **Software Support** . Depending on that level of service to which Customer is entitled, Sun will provide software support at one of the following service levels:

■ **Sun Software Standard Support services** consisting of: (i) 5x12 (five days per week, 12 hours per day) online and telephone support for software problems, (ii) software enhancement releases and (iii) other deliverables for this service as more fully described at the following URL:

<http://www.sun.com/servicelist/ss/swstndspt-us-eng-all.html>

Note: Java Studio Creator software, a component of Java System Suite, is not covered by Sun Software Service Plans (S3P) . Support for this component must be obtained through Sun Developer Network fully described at the following URL:

<http://www.sun.com/service/servicelist/ss/swdevelopsupport-us-eng-20040625.pdf>

■ **Sun Software Premium Support services** consisting of (i) 7x24 (seven days per week, 24 hours per day) online and telephone support for software problems, (ii) software enhancement releases and (iii) other deliverables for this service as more fully described at the following URL:

<http://www.sun.com/servicelist/ss/swpremspt-us-eng-all.html>

• **Software Maintenance** . Sun will provide Customer with notification of availability and access to electronic download of the Software for:

■ Initial fulfillment (providing the Java System Suite software to the customer initially).

■ Periodic updates (software upgrades, updates and patches)

3. Customer Responsibilities

The following are the responsibilities of the Customer (“Customer Responsibilities”)

■ Provide all information required under the Binary Code License Agreement or this Service Listing or reasonably determined by Sun to be necessary to deliver the Service, including without limitation, information about network connectivity and configuration, RAID, LUN, system management services, system and domain naming, and IP configuration.

■ Upon Sun's request, provide Sun with access to Customer's facilities, systems, and operating environment, including root access.

- Supply to Sun the name and telephone number of an employee to act as the designated point of contact for the purpose of delivering this Service.
- This Service includes only the tasks and deliverables described above. Additional services including configuration and implementation services are available from Sun at Sun's then current terms and conditions. Please contact your Sun sales representative for more information on available implementation services.
- All Software and all hardware and software related to or impacted by the Software (“System Environment”) must be installed in accordance with Sun's quality standards. In the event that Sun determines that the Software or System Environment has not been installed in accordance with Sun's quality standards, Sun may charge Customer on a time and materials basis for any work necessary to enable delivery of this Service.
- This Service may not be available, in whole or in part, in all areas, or may include additional charges, including additional travel, accommodation, and per diem expenses, depending upon Customer's proximity to a Sun location, or in the event that Sun determines that additional on-site visits are required.
- Unless otherwise agreed upon between Customer and Sun, all services will be performed during Sun's normal business hours, excluding Saturdays, Sundays, and public holidays.
- Sun may subcontract or assign performance of any or all of the services described herein.
- Sun's obligation to provide this Service and to meet service delivery dates is subject to the Customer meeting Customer Responsibilities and scheduling services prior to the dates set forth in the Service Listing, unless these dates are extended at Sun's request.
- Note that if Company has purchased the Java System Suite for educational institution use only, Company will receive Sun Standard Software Support or Sun Premium Software Support.

4. Additional Fee Services.

For an additional fee, Customer may purchase the following additional services, where available:

- **Additional Contacts.** Customer may designate suitably qualified employees as additional Contacts
- **Solution Support Engineering.** Large Enterprise Customers may obtain an assigned solution support engineer, who is familiar with the solution and who will build supportability into the design and architecture of the solution to help

increase availability and reduce support costs.

- For more information: <http://www.sun.com/service/solutionsupport/index.html>

This Service is subject to your existing services agreement with Sun that governs the delivery of Services. If you do not have a services agreement with Sun that would govern the delivery of Services, then Sun's delivery of Services shall be subject to the terms located at www.sun.com/sales/salesterms. This Service Listing or SOW does not constitute an offer by Sun. The Services described above are subject to availability and unless otherwise stated, are only available within the above-referenced country. Any reference to "Customer" in this Service Listing entitled to receive the Services.

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