

Java Enterprise System Canada

1. Scope

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

2. Sun's Tasks and Deliverables

Depending on the number of Employees for which licenses fees have been paid, the following services are provided during each annual term:

Number of Employees:

<p>100 - 999 Employees Customer receives: - Software Support - Software Maintenance</p>	<p>1,000 - 4,999 Employees Customer receives: - Software Support - Software Maintenance - 10 Training Credits - 1 two-day Architecture Workshop - 1 one-week Installation Service</p>
<p>5,000 - 19,999 Employees Customer receives: - Software Support - Software Maintenance - 20 Training Credits - 1 two-day Architecture Workshop - 1 one-week Installation Service - 100 Custom Consulting Hours plus an additional 2 hours for each additional 100 employees (<i>not to exceed a total of 400 hours</i>)</p>	<p>20,000 or more Employees Customer receives: - Software Support - Software Maintenance - 50 Training Credits - 1 two-day Architecture Workshop - 1 one-week Installation Service - 400 Custom Consulting Hours plus an additional 2 hours for each additional 100 employees (<i>not to exceed a total of 2,400 hours</i>)</p>

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/service/ess/swstndspt-us-eng-all.html>

Note: Java Studio Creator software, a component of Java Enterprise System, 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/ess/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/service/ps/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 Enterprise System software to the customer initially).

■ Periodic updates (software upgrades, updates and patches)

• **Training Credits - Sun Services Education Account**. Each Credit entitles Customer to one thousand dollars (\$1,000) worth of qualifying Sun Educational Services products and services as more fully described at the following URL:
<http://www.sun.com/service/service/ps/ses/eduaccount-us-eng-20020918.pdf>

The products or services to be purchased with these credits must be mutually scheduled no later than four (4) months following the acquisition of the credits, and the credits must be used within six (6) months of their acquisition. Any such credits not so scheduled or used expire.

• **Architecture Workshop - Java Enterprise System**. This two day workshop provides Customer with assistance in identifying a customized end to end solution addressing their business issues as more fully described at the following URL:
<http://www.sun.com/service/service/ps/javaenterprisearchwshp-us-eng-20031010.pdf>
This workshop must be mutually scheduled no later than two (2) months following the acquisition of the Java Enterprise System Service by Customer and must be used within six (6) months following the acquisition of the Service. If not so scheduled or used the right to this workshop shall expire.

• **Installation Services . Java Enterprise System Infrastructure Implementation service or Java Enterprise System Cluster Implementation service**. Customer may select either service. These services provide forty (40) hours (five (5), eight (8) hour days) of installation services. The service of Customer's choice must be mutually scheduled no later than two (2) months following the acquisition of Java Enterprise System Service by Customer and must be used within six (6) months following the acquisition of the Service. If not so scheduled or used the right to this service shall expire.

"**Java Enterprise System Infrastructure Implementation**" service provides installation and configuration of a selected set of Java Enterprise System software components as more fully described at the following URL:
<http://www.sun.com/service/service/ps/javaenterprisesysteminfrastructureimpus-eng-20031010.pdf>

“**Java Enterprise System Cluster* Implementation**” service provides installation, configuration, and testing of Cluster Software in a non production environment as as more fully described at the following URL:

<http://www.sun.com/service/servicelist/ps/javaenterprisesystemsclusterimp-useng-20040201.pdf>

***Requirements for Sun TM Cluster Support:**

Sun Cluster support is dependent on the customer fulfilling one of the following three (3) requirements:

- Install the Sun TM Cluster software in accordance with Sun's installation standards during the designated installation period for the Software; or

- After the designated installation period for the Software, install the Sun TM Cluster software in accordance with the Sun TM Cluster Installation Service, purchased separately by Customer.

For more information on this service, see:

<http://www.sun.com/service/support/install/suncluster-software.html>

or

- If Customer installs the Sun TM Cluster software after the designated installation period for the Software without purchasing separately the Sun TM Cluster Enterprise Installation Service, Customer may purchase separately the Sun Cluster Validation Service, obtain a Statement of Conformance and maintain the validated Sun TM Cluster software installation according to Sun's installation standards.

- **Custom Consulting Hours.** Enterprises with 5,000 or more licensed employees will receive two (2) custom consulting hours per 100 employees, starting with a minimum of one hundred (100) hours, to dedicate towards a unique statement of work (SOW) to be delivered by Sun Services or an authorized partner. The SOW can be dedicated to the implementation of the business solution architected during the architectural workshop; or Sun Services will create an all-encompassing SOW based on Sun Services' full portfolio of consulting services. The dates of this service must be agreed upon within two (2) months after the effective date stated in the Proof of License. Customers entitlement to Custom Consulting Hours will expire as to any such hours not used within six (6) months of the effective date set forth in the Proof of License.

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 Enterprise System for educational institution use only, Company will receive only 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
- **Additional Media.** Additional copies of physical media for Software Enhancement Releases

- **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.

Last Revised: September 2009