

Java Enterprise System Service Listing

“India”

1. Scope

This Service provides Customer with technical support for the Java Enterprise System Software (“Covered Software”); access to periodic updates of the Covered Software; and Sun Services and training credits as set forth in the Binary Code License Agreement, the Proof of License, and this and other applicable Service Listings. Unless otherwise stated, capitalized terms have the same meaning as in the Agreement, the Binary Code License for the Covered Software or the Proof of License. Sun may subcontract or assign any or all of the “Services”.

2. Requirements for Sun Cluster Support:

Customer's Sun [TM] Cluster software will be supported under this Service only as follows:

- **Mission-Critical Designation and Support:** In order to designate Customer's Sun [TM] Cluster software as mission-critical for purposes of support, Customer must either:

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

After the one-week installation period for the Covered 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>

If Customer installs the Sun [TM] Cluster software after the designated installation period for the Covered 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.

3. Tasks and Deliverables

Depending on which membership level the Customer has purchased, as indicated in the Proof of License, the following additional features may apply:

Membership Levels:

<p>100 - 999 employees Customer receives “Basic Services”</p> <ul style="list-style-type: none"> • SW Technical Support • SW Maintenance 	<p>1,000-4,999 employees Customer receives “Basic Services” plus:</p> <ul style="list-style-type: none"> • 10 Sun Services training credits • Two-day Architecture Workshop • One-week installation service
<p>5,000-19,999 employees Customer receives “Basic Services” plus:</p> <ul style="list-style-type: none"> • 20 Sun Services training credits • Two-day Architecture Workshop • One-week installation service • Between 100 and 400 custom consulting hours (<i>2 additional hours for every additional 100 employees</i>) 	<p>20,000 or more employees Customer receives “Basic Services” plus:</p> <ul style="list-style-type: none"> • 50 Sun Services training credits • Two-day Architecture Workshop • One-week installation service • Between 400 and 2400 custom consulting hours (<i>2 additional hours for every additional 100 employees</i>)

- **Software Maintenance.** Sun will provide notification of availability and access to electronic download of the Covered Software for:
 - Initial fulfillment
 - Periodic updates
- **Software Support.** In accordance with the Proof of License, Sun will provide software support at one of the following service levels:
 - Sun Software Support Services - Premium
 - Sun Software Support Services - Standard

Detailed description of Sun Software Support Services Service Listings can be found at www.sun.com/service/servicelist (country specific link)

Two day Architecture Workshop Credit. The scope of the workshop is set forth in the “Java Enterprise System Architecture Workshop” Statement of Work. (<http://www.sun.com/service/servicelist/us-eng.html#PS>) Sun will contact Customer to determine the delivery date of the workshop. This service must be delivered during the Initial Term. Credits for this offering must be scheduled with in two months of contract start date. Any unused credits will expire at the end of the contract Term

Professional Services Consultancy Credit. Sun will maintain a record of Customer's entitlement to Professional Services consultancy services and monitor usage during the Initial Term. Credits for this offering must be scheduled with in six months of contract start date. Any unused credits will expire at the end of the contract Term.

Educational Services Training Credits. Sun will maintain a record of Customer's entitlement to Sun Educational Services offerings and monitor usage during the Initial Term. Credits for this offering must be scheduled with in six months of contract start date. Any unused credits will expire at the end of the contract Term. Credits will be delivered as described in training credit service list.

Installation and Configuration of Covered Software. Sun will deliver a maximum of

five, eight hour days of installation services. The customer is able to pick one of the following two installation services; (1) the "Java Enterprise System Installation Service" (<http://www.sun.com/service/servicelist/us-eng.html#PS>) OR "Sun Cluster Implementation Service" (<http://www.sun.com/service/servicelist/us-eng.html#PS>) Credits for this offering must be scheduled within three months of contract start date. Any unused credits will expire at the end of the contract Term.

Customer Responsibilities

- Customer will 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, Customer will provide Sun with access to Customer's facilities, systems, and operating environment, including root access.
- Customer will 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 Covered Software and all hardware and software related to or impacted by the Covered Software ("System Environment") must be installed in accordance with Sun's quality standards. In the event that Sun determines that the Covered 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 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.

In the event that Customer purchases the above-described Services from Sun, this Service

Listing and any applicable SOW are incorporated by reference in and subject to the terms of the Proof of License and of the Agreement which has been most recently entered into by the parties and under which Customer may order products and services from Sun ("Agreement"). Sun is not obligated to perform the Services described in this Service Listing or SOW unless Customer has an Agreement with Sun and has received an order confirmation or Proof of License from Sun accepting Customer's purchase order or electronic order for the Service. This Service Listing or SOW does not constitute an offer by or invitation to contract with 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 refers to the party that enters into the Agreement with Sun. Such party may be referred to in the Agreement as "Company", "Customer" or other appropriate term.

Last Revised: 11 October 2003