

## **Java Enterprise System India**

### **1. Scope**

This Service provides the Customer with the services and training credits described below for the Java Enterprise System Software (“Software”) Unless otherwise stated, capitalized terms have the same meaning as in the Agreement, the Binary Code License for the Software and the Proof of License.

### **2. Requirements for Sun™ Cluster Mission-Critical Designation and Support:**

In order to designate Sun™ Cluster software as mission-critical for purposes of support, Customer must do one of the following:

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

### **3. Tasks and Deliverables**

Depending on the number of Employees for which licenses fees have been paid, as indicated in the applicable Software Proof of License, the following services are offered during each annual term :

#### **Number of Employees:**

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

- **Software Maintenance.** Sun will provide notification of availability and access to electronic download of the 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/us-eng.html](http://www.sun.com/service/servicelist/us-eng.html)

**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> This service must be scheduled within two (2) months after the effective date stated in the Proof of License and delivered during the first six (6) months after the effective date stated in the Proof of License. Any unused credits will expire six (6) months after the effective date stated in the Proof of License

**Professional Services Consultancy Credit.** The scope of professional services will be set forth in a Statement of Work prepared by Sun and Customer. Sun will maintain a record of Customer's entitlement to Professional Services consultancy services and monitor usage during the the first six (6)months after the effective date stated in the Proof of License . This service must be scheduled within four (4) months after the effective date stated in the Proof of License and delivered during the first six (6) months after the effective date stated in the Proof of License. Any unused credits will expire six (6) months after the effective date stated in the Proof of License.

**Educational Services Training Credits.** The scope of the educational services is set forth in <http://www.sun.com/service/servicelist/ses/eduaccount-us-eng-20020918.html> Sun will maintain a record of Customer's entitlement to Sun Educational Services

offerings and monitor usage during the first six (6) months after the effective date stated in the Proof of License. This service must be scheduled within four (4) months after the effective date stated in the Proof of License . Any unused credits will expire six (6) months after the effective date stated in the Proof of License.

**Installation of Software.** Sun will deliver a maximum of five (5), eight (8) hour days of installation services. Customer may select 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>

This service must be scheduled within two (2) months after the effective date stated in the Proof of License and delivered during the first six (6) months after the effective date stated in the Proof of License. Any unused credits will expire six (6) months after the effective date stated in the Proof of License.

**Custom Consulting Hours.** This service provides the customer with consulting credits to be used toward configuration and migration Statement of Work activities. This service must be scheduled within two (2) months after the effective date stated in the Proof of License and delivered during the first six (6) months after the effective date stated in the Proof of License. Any unused credits will expire six (6) months after the effective date stated in the Proof of License.

### **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 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.

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 resources and unless otherwise stated, are only available within the above-referenced countries. 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 "You", "Company", "Affiliated Companies", "Customer" or other appropriate term.

Last Revised: March 2004