

Java Enterprise System (Release 5)

Germany

1. Scope

This Service provides Customer with Software support and maintenance; training and professional services; and other deliverables as described or referenced below for Java Enterprise System Software.

2. Sun's Tasks and Deliverables

“Covered Software” is the specific Java Enterprise System software that is included in the purchase of this combined software and service subscription. Depending on the number of employees for which Covered Software license fees have been paid, the following Services are provided during each annual term for which the corresponding fees have been paid. Customer must have a valid license to use the Covered Software.

Number of Employees:

100 – 999 Employees Customer receives: <ul style="list-style-type: none">• Initial Covered Software Fulfillment• Covered Software Support• eLearning	1,000 – 4,999 Employees Customer receives: <ul style="list-style-type: none">• Initial Covered Software Fulfillment• Covered Software Support• eLearning• 10 training credits• 60 PS hours
5,000 – 19,999 Employees Customer receives: <ul style="list-style-type: none">• Initial Covered Software Fulfillment• Covered Software Support• eLearning• 20 training credits• 160 PS hours plus an additional 2 hours for each 100 employees over 5,000	20,000 + Employees Customer receives: <ul style="list-style-type: none">• Initial Covered Software Fulfillment• Covered Software Support• eLearning• 50 training credits• 460 PS hours plus an additional 2 hours for each 100 employees over 20,000

- **Initial Covered Software Fulfillment.** Sun will provide Customer with access to an electronic download of the Covered Software.
- **Software Support.** Sun will provide Customer with support for issues that are based on malfunction of Covered Software ("Support"), including the documented behavior of interfaces (Application Programming Interface) that are part of the software product. Depending on the level of Service to which Customer is entitled, Sun will provide Support at one of the following service levels:
 - **SunSM Software Standard Service Plan services including:** (i) Online and telephone Support for all Covered Software issues during Sun's extended local business hours, excluding public holidays, and (ii) software releases and updates (patches) for the Covered Software. This Support is more fully described at the following URL:
<http://www.sun.com/servicelist/ss/swstndspt-us-eng-all.html>
 - **SunSM Software Premium Service Plan services including:** (i) Online and telephone Support for all Covered Software issues twenty-four (24) hours per day, seven (7) days per week, including public

holidays, and (ii) software releases and updates (patches) for the Covered Software. This Support is more fully described at the following URL:

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

- **E-Learning** – Sun will provide 10 hours of on-line learning which is more fully described at the following URL: <http://www.sun.com/servicelist/ses/sunlearningconnection-us-eng-20060614.pdf>
- **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/servicelist/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 twelve (12) months of their acquisition. Any such credits not so scheduled or used expire.

- **Professional Services (PS) Hours -**

Enterprises with 1,000 to 4,999 licensed employees will be entitled to sixty (60) professional services hours defined by one or more Statements of Work (SOWs). The professional services hours can be used to assist with various activities in a solution life cycle such as evaluation, architecture, implementation, and ongoing technology assessment.

Enterprises with 5,000 to 19,999 licensed employees will be entitled to one hundred sixty (160) professional services hours plus an additional two (2) hours per one hundred (100) employees over 5,000 defined by one or more Statements of Work (SOWs). The professional services hours can be used to assist with various activities in a solution life cycle such as evaluation, architecture, implementation, and ongoing technology assessment.

Enterprises with 20,000 or more licensed employees will be entitled to four hundred sixty (460) professional services hours plus an additional two (2) hours per one hundred (100) employees over 20,000 defined by one or more Statements of Work (SOWs). The professional services hours can be used to assist with various activities in a solution life cycle such as evaluation, architecture, implementation, and ongoing technology assessment.

The Statement of Work and dates of service must be agreed upon within two (2) months of the effective date stated in the Proof of License. Customer entitlement to hours not used within six (6) months of the effective date set forth in the Proof of License will expire unless the work is already in progress.

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.
- Provide Sun, upon Sun's request, with access to Customer's facilities, systems, and operating environment, including root access.
- Supply Sun with the name and telephone number of a Customer employee to act as the designated point of contact for the purposes of this Service.

4. Additional Provisions

- This Service includes only the tasks and deliverables described above. Additional services including configuration and implementation services are available from Sun at an additional fee and at Sun's then current terms and conditions. Please contact your Sun Sales Representative for more information on available implementation services.
- 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.
- All Covered Software and all hardware and software related to or impacted by the Covered Software (collectively the "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 have 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 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.
- 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 the 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 and not eLearning, training credits, or professional services hours.

Additional Fee Services

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

- Additional Media. Additional copies of physical media for Software Enhancement Releases.
- 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: December 2008