

Java Enterprise System (Release 5) Support India

1. Scope

This fixed price Service provides software support and maintenance; training and Professional Services; and other deliverables as described or referenced in Section 2 below for the Covered Software. “Covered Software” means the specific Java Enterprise System Software for which Customer has purchased this Service. Sun will make commercially reasonable efforts to provide the Service.

2. Sun's Tasks and Deliverables

Depending on the number of employees for which Covered Software license fees have been paid, the following services are provided during each annual term. Customer must have a valid license to use the Covered Software.

Number of Employees:

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

NOTE: If Customer has licensed the Java Enterprise System for educational institution use only, Customer will receive only Initial Software Fulfillment and Software Support, and Customer will not be entitled to receive the E-Learning, Training Credits or Professional Services Hours described above.

- **Initial Software Fulfillment.** Sun will notify Customer of availability and method of access to electronic download of the Covered Software for initial fulfillment.
- **Software Support.** The Service includes support for issues that are based on malfunction of Covered Software, including the documented behavior of interfaces (Application Programming Interface) that might be part of the 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 Service Plan services** consisting of: (i) online and telephone Support for Covered Software issues during Sun's extended local business hours, excluding public holidays, (ii) software releases and updates (patches) for the Covered Software at such time, if any, as they are

made commercially available by Sun, and (iii) other deliverables, all as more fully described at the following URL:

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

- **Sun Software Premium Service Plan services** consisting of: (i) online and telephone Support for Covered Software issues twenty-four (24) hours per day, seven (7) days per week, including public holidays, (ii) software releases and updates (patches) for the Covered Software at such time, if any, as they are made commercially available by Sun, and (iii) other deliverables, all as more fully described at the following URL:

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

- **Sun Software Premium Plus Service Plan services** consisting of: (i) services of a Customer Advocate and a Customer-focused Support Team eight (8) hours per day, five (5) days per week, (ii) online and telephone Support for Covered Software issues twenty-four (24) hours per day, seven (7) days per week, including public holidays, and (iii) software releases and updates (patches) for the Covered Software at such time, if any, as they are made commercially available by Sun, all as more fully described at the following URL:

<http://www.sun.com/servicelist/ss/swpreplusspt-us-eng-20070810.pdf>

- **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 scheduled at mutually agreeable dates and times 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 will expire.

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

For each 12-month term that Customer has 1,000 to 4,999 employees entitled to use the Covered Software and during which Customer purchases the Service, Customer will receive a credit for sixty (60) Professional Services hours as mutually agreed by the parties and defined by one or more Statements of Work (SOWs) attached to an appropriate services agreement with Sun. The Professional Services hours can be used to assist Customer with various activities such as evaluation, architecture, implementation, and ongoing technology assessment.

For each 12-month term that Customer has 5,000 to 19,999 employees entitled to use the Covered Software and during which Customer purchases the Service, Customer will receive a credit for one hundred sixty (160) Professional Services hours plus an additional two (2) hours per one hundred (100) employees over 5,000 as mutually agreed by the parties and defined by one or more SOWs attached to an appropriate services agreement with Sun. The Professional Services hours can be used to assist Customer with various activities such as evaluation, architecture, implementation, and ongoing technology assessment.

For each 12-month term that Customer has 20,000 or more employees entitled to use the Covered Software and during which Customer purchases the Service, Customer will receive a credit for four hundred sixty (460) Professional Services hours plus an additional two (2) hours per one hundred (100) employees over 20,000 as mutually agreed by the parties and defined by one or more SOWs attached to an appropriate

services agreement. The Professional Services hours can be used to assist Customer with various activities such as evaluation, architecture, implementation, and ongoing technology assessment.

The SOWs and date(s) of Service must be agreed upon within two (2) months of the beginning of the applicable 12-month term (each, a "Start Date"). Customer's credits not used within six (6) months after the applicable Start Date will expire unless the Professional Services are already in progress under an SOW; provided, however, that all such credits shall expire at the end of the 12 month term in which they were granted (including all SOWs), and no credits may be carried forward to any subsequent term.

3. Customer Responsibilities

The following are the responsibilities of the Customer ("Customer Responsibilities"):

- **Registration.**

(a) Using the Sun Connection Inventory Channel, Customer agrees to electronically register supported Sun products (hardware and software) and to transmit registration and inventory data to Sun, within a reasonable period of time not to exceed thirty (30) days from (i) Customer's receipt of the applicable product, (ii) initiation of the Service, or (iii) Sun's notification that a Sun product already in use by Customer has been added to the applicable product list, whichever is applicable or if more than one are applicable then whichever comes first. The current applicable product list is available at <http://www.sun.com/service/registration/>. The Sun Connection Inventory Channel service can be accessed at the following URL: <http://sunconnection.sun.com/inventory/>.

(b) Customer agrees and acknowledges that Customer's delay in registering supported Sun products and transmitting registration and inventory data to Sun as described above may result in Sun's delay or inability to perform the Service. Registration may require the installation of additional software on Customer's Covered Systems. Information about installation requirements can be found at the following URL: <http://sunconnection.sun.com/inventory/>.

(c) Sun will keep all information obtained from Customer via the registration process confidential, and will not disclose such information to any third party.

(d) The registration process may vary by country. Sun reserves the right to modify the method of registration, inventory, entitlement and service delivery as necessary.

- Provide all information required under the Software License Agreement, 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 Sun with the name and telephone number of an employee to act as the designated point of contact for the purposes of this Service.
- This Service includes only the tasks and deliverables described above. Additional services are available from Sun subject to Sun's then current terms and conditions and for an additional fee. Customer should contact its Sun sales representative for more information on available 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 have not been installed in accordance with Sun's quality standards, Sun may charge Customer on a time and materials basis at its then-standard rate for any work necessary to enable delivery of this Service.

- This Service may not be available, in whole or part, in all geographical areas, or may include additional charges, including additional travel, accommodations, 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 mutually agreed by 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 in its sole discretion.
- Sun's obligation to provide this Service and to meet service delivery dates is subject to the Customer meeting the Customer Responsibilities.

4. Additional Fee Services

For an additional fee, Customer may purchase additional copies of physical media for current and future Covered Software releases, if and when such releases become available.

In the event that Customer purchases the above-described Service from Sun, this Service Listing and any applicable SOW are incorporated by reference in and subject to the terms of the current agreement under which Customer may order products and services from Sun ("Agreement") or, if there is none and the Services are nevertheless delivered by Sun, the delivery of those Services will be governed by the Sun General Terms and its Purchasing Exhibit together with all applicable Appendices thereto. 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 from Sun accepting Customer's purchase order or electronic order for the Services. 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 or geography. 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: November 2007