

Dedicated Technical Support Engineer Service
Part Number: MS-DTSE
Spain

1. Scope

This service provides Customer with a Sun software engineer to act as Customer's technical point of contact ("Dedicated Technical Support Engineer") for proactive advisory and reactive support and escalation for Sun-supported software ("Service"). Sun will make commercially reasonable efforts to provide the Service.

Unless otherwise specified by Sun, support is provided only in the English language.

Please check with your local Sun sales representative for availability.

2. Sun's Tasks and Deliverables

- **Single Point of Technical Contact:** The Dedicated Technical Support Engineer will serve as the Customer's primary point of technical contact.
 - **This Service includes:**
 - Error diagnosis, analysis, reproduction, and escalation
 - Workaround / viable alternate error correction
 - Call management and closure
 - Recommendations and implementation assistance for improvements
 - **This Service does not include:**
 - Support for modified versions of software
 - Developer support
 - Custom code support
 - Installation of software, software updates, patches
 - Architectural design
 - Third-party product support
 - Guarantees of error corrections
 - **Coverage and Response Times:** The Dedicated Technical Support Engineer will be located at a Sun facility and will provide direct access for Customer via telephone, email, or a webex session during Sun's normal local business hours, excluding public holidays. Support is accessed through the 1-800-USA4SUN. Non-business hours support can be provided by stand-by engineers for an additional fee.
- **Annual On-site visit:** The Dedicated Technical Support Engineer will make one (1) pre-planned visit to the Customer's facility, as requested, for up to two (2) business days (8 hours each) to become familiar with Customer's technical staff, business environment, and systems architecture. Travel and expenses for the annual on-site visit are included in the fee for this Service.
- **Support Plan:** Sun will work with Customer to develop a support plan that will outline the specific support activities that will be performed by the Dedicated Technical Support Engineer as part of this Service ("Support Plan").

Sun will create the Support Plan with input from the Customer. The Support Plan may include:

- Customer contacts and engagement protocol
- Detail of Customer architecture and software components
- Record of errors and other relevant information
- Support requirements
- Sun recommendations for software stability
- Sun activities based on support requirements and recommendations
- Review schedules for periodic progress reviews

- **Periodic Progress and Performance Reviews:** Sun will provide Customer with periodic telephone, email, or webex reviews based on the documented agreements in the Support Plan.

Sun will provide periodic progress and performance reviews which may include:

- Summary review of Customer organizational and technical changes
- Summary and analysis of Customer's current software status and recommended improvements
- Review of Customer's issue and call records, and trends
- Identification of outstanding concerns and errors
- Planned activities and recommendations

3. Customer Responsibilities

- Customer must maintain a current Sun Premium Software Support contract for all software supported by the Dedicated Technical Support Engineer.
- Upon Sun's request, Customer will deliver or make available source code, relevant data or documentation pertaining to a reported error, and provide Sun with access to Customer's facilities, systems, and operating environment, including root access (only as needed to collect data needed to aid in error analysis, reproduction, or correction).
- Customer represents and warrants that Customer has secured any and all licenses, authorizations, consents, and approvals from third-parties necessary to allow Sun to interface with any third-party software, products, equipment, or other materials in the course of delivering this Service.
- In the event Sun determines that additional on-site visits are required, Customer may incur additional travel, accommodation, and per diem expenses.

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 is the party entitled to receive the Services.

Last Revised: December, 2008