

Service Listing: Sun i-Runbook Service, Standard Edition

WW-PS-IRB-STD

Luxembourg

1 Scope

In this fixed-price service ("**Service**"), Sun will deploy one web-based Sun i-Runbook Service, Standard Edition into the Customer's data center. Sun will customize the Sun i-Runbook Service with the Customer's details. Sun will perform a transfer of information to key staff which will include adding additional documentation and maintaining the Sun i-Runbook Service.

This Service includes:

- Review of the Customer's requirements.
- Provision, installation and configuration of a web-based Sun i-Runbook Service, Standard Edition, on a suitable host provided by the Customer.
- Customization of the Sun i-Runbook Service to include Customer-specific details such as contacts and service contract details.
- Demonstration of the features and functionality of the Sun i-Runbook Service to the Customer's key staff.
- Transfer of information about how to use the Sun-provided templates and guidelines to add content and documents to the Sun i-Runbook Service.

A Sun i-Runbook Service, Standard Edition is typically installed within 0.5 business days.

Sun will deliver the Service by performing the following activities:

- Service Initiation - Standard
- Sun i-Runbook Service, Standard Edition Deployment
- Service Closure - Standard

Summary of Service deliverables ("Deliverables"):

- Installed and configured Sun i-Runbook - Standard Edition
- Signed off Handover and Completion Certificate

1.1 Service Initiation - Standard

Sun will consult with key Customer contacts to finalize the project approach, and discuss roles, responsibilities and the work schedule. Sun and Customer will review resource matters such as available workspace, access to telephones, copiers, faxes, LAN connections, tape drives, conference rooms, and printing facilities required by Sun to deliver the Service.

1.2 Sun i-Runbook Service, Standard Edition Deployment

Sun i-Runbook is a web-based collection of system administration procedures tailored to the Customer's datacentre components. The procedures are Sun preferred practice and cover topics such as startup and shutdown of components and applications, general administration tasks, maintenance tasks, troubleshooting and recovery tasks, and reference information. The procedures are arranged in easy to navigate modules and are supplemented with comprehensive end-user manuals and technical manual pages.

The Sun i-Runbook, Standard Edition, features a html web based index and module web pages with pdf documentation end user manuals.

Deployment of the Sun i-Runbook will include:

- Provision, installation and configuration of a Java technology-based Sun i-Runbook Standard Edition framework.
- Sun i-Runbook modules appropriate to the hardware installation, up to a maximum on ten (10) modules.
- Customization of the Sun i-Runbook to reflect the Customer's contact and service contract details.
- Demonstration of the features and functionality of the Sun i-Runbook to Customer key staff.
- Transfer of information about how to use the Sun-provided templates and guidelines to add content and documents to the Sun i-Runbook.

1.2.1 Activity Deliverable(s)

- Installed and configured Sun i-Runbook - Standard Edition
- Provide to Customer, one web-based Sun i-Runbook, Standard Edition, which may be used only as set forth in the license provision of the Assumptions section of the Service Listing.

1.3 Sun i-Runbook Service, Standard Edition Service Closure

A project closure meeting will be held between Sun and the Customer to:

- Confirm handover of all Deliverables, including any amended by the PID and subsequent change control actions.
- Confirm that required support arrangements are in place.
- Confirm that all current project issues are either closed or there is an agreement that they will be managed subsequent to project closure.
- Sign off the Service Completion Form, which documents the completion of the Service.

1.3.1 Activity Prerequisite(s)

- All activities complete.

1.3.2 Activity Deliverable(s)

- Service Completion Form.

2 Customer Responsibilities

The Customer shall provide Sun with the following:

- A project manager who is able to:
 - Provide direction and guidance to the Customer's personnel as required by Sun to maintain project timelines and momentum;
 - Provide information and resources in a timely manner as needed by Sun to enable Sun to provide the Service;
 - Be readily available and on-site and when required by Sun for the duration of the Service;
 - Coordinate all required project meetings with the Customer's project personnel, as required;
 - Receive any deliverables created as a result of this Service; and
 - Provide any needed approvals for the Customer under the Escalation Procedures provision below.
- Adequate workspace for Sun's personnel, as well as access to telephones, copiers, faxes, conference rooms, and printing facilities as reasonably necessary.
- A summary or list of the Customer's relevant business requirements and all relevant service-level agreements.
- Access to key the Customer's personnel, including business, IT and operational staff.
- Parking and access passes as required by Sun for Service delivery.
- A timely response (i.e., provided to Sun within a time period that will not adversely affect Sun's scheduled delivery of the Service) to all requests for information by Sun.
- Timely delivery of information and support (i.e., provided to Sun within a time period that will not adversely affect Sun's scheduled delivery of the Service) from suppliers of non-Sun equipment and services as requested.
- Any relevant operational performance standards in use by the Customer related to Service delivery.
- A timely response (i.e., provided to Sun within a time period that will not adversely affect Sun's scheduled delivery of the Service) to requests to review Service-related documentation.
- The Customer will provide Sun project staff with access to management and/or technical resources for critical decisions related to the Service. A 24-hour turnaround will be requested on all "Request for Decision" memorandums.
- The Customer will provide all necessary assistance to ensure timely access to third party vendors and other Customer resources, as required by Sun.
- The Customer will provide Sun project staff with access to all project related documentation as required by Sun.
- The Customer will approve all requests for changes to scope.
- An escalation procedure with contact information for use in the event that timely responses are not provided to Sun or the event that any other non-compliance by Customer is adversely affecting the delivery of the Service within the established time frames ("Escalation Procedures").

3 Sun Responsibilities

Sun will assign a project manager for the Service and will coordinate project management activities with the Customer's project manager. Sun's project manager will have primary responsibility for coordinating all activities and deliverables for this Service, including scheduling resources, confirming project activities and that deliverables are within the scope of this Service Listing and all related milestones. Sun's project manager will serve as Sun's single point of contact for this Service.

4 Assumptions

Sun will rely on the following assumptions, together with those stated elsewhere in this Service Listing, in performing the Service. Should any of these assumptions prove incorrect or incomplete, or should the Customer fail to comply with any of the Customer responsibilities set forth in this Service Listing, Sun reserves the right to modify the price, scope, or schedule of the Service.

- The Customer has valid licenses for all third party software covered by the Service, and all licenses will cover Sun's use of the software as well.
- Sun will perform the Service at one location only, unless otherwise stated. A location consists of one building., Sun, in its sole discretion, has the right to determine if the location of one or more servers or storage subsystems is in fact in one location. Additional site visits will entail additional travel and labor costs at Sun's then-current Time and Materials (T&M") rates.
- Any Service schedule estimates represent Sun's commercially reasonable technical judgment based on information available. The actual duration of the Service may vary.
- The Customer will assign staff to support Sun that are properly trained in their area of responsibility (e.g., properly trained as a Solaris Systems Administrator).
- Sun's provision of the Service presumes that the Customer is performing backups on a regular basis at the proposed site, prior to Sun providing the Service. Sun has no responsibility in any way with respect to the Customer's data in providing the Service.
- Meetings will take place at a mutually acceptable date, time and location.
- Sun reserves the right to use subcontractors in any role within the Service where Sun deems appropriate, in its sole discretion.
- The Service will begin on a mutually acceptable date.
- The tasks and Deliverables described in this Service Listing will be deemed accepted by the Customer upon delivery.
- The only tasks and Deliverables Sun will undertake or deliver in providing the Service are those specifically set forth in this Service Listing.
- Unless otherwise specified by Sun, all Service-related documentation requested by Sun must be provided at least one week prior to Sun's initial on-site visit
- All work will be completed during normal working hours.
- Sun will make commercially reasonable efforts to meet those critical time frames identified by the Customer and agreed to by an authorized representative of Sun in writing.
- The implementation of any project recommendations resulting from the Service are beyond the scope of the Service Listing.
- The Customer will provide access to the Customer's datacenter and to all necessary documents and systems within 24 hours of commencement of the Service, or of Sun

- personnel's arrival onsite, whichever occurs first. If the Sun personnel do not have access to the datacenter or to all necessary documents within this time frame, the Customer will be charged at Sun's then-current T&M rates for each day or fraction thereof in which access to the datacenter or documents is not available. If it is necessary for the Sun personnel to leave and return to the site due to the Customer's failure to provide physical or document access, the Customer will be charged at Sun's then-current T&M rates for travel in both directions.
- All build specifications, design specifications, runbooks, operations guides, architecture reports, System Design documents, custom scripts, test plans, and/or any other documentation (collectively, "Service Items") provided to the Customer contain Sun intellectual property, Sun confidential information and trade secrets, and are subject to the following:
 - Sun grants the Customer a non-exclusive and non-transferable limited license to use and reproduce any Service Items for the Customer's own internal business purposes in the country identified above for this Service Listing. The license is limited to: (1) The Customer's internal running and servicing of only the hardware and software for which the Service Items were provided; (2) The Customer reproducing all Sun proprietary rights notices in an unmodified form; (3) The Customer making only one on-line copy of any runbooks, and for archival purposes only; (4) The Customer paying the corresponding fee for the number of copies and the number of users of any Service Items. Sun will also hold all rights, title, and interest, including but not limited to all intellectual property rights, in and to any and all ideas, concepts, expertise, programs, systems, methodologies, data, or other materials embodied in, underlying or reduced to practice in all Service Items. The Customer will not sublicense, distribute, assign, resell or transfer any Service Items.
 - Any Sun software required by the Customer must be obtained separately and is subject to separate licensing terms and conditions, including without limitation payment terms. No license to use any Sun software is granted under this Service Listing.
 - Sun will provide no support, including but not limited to upgrades or updates, for the Service Items or any Sun software under this Service Listing.
 - No license is granted for use of any Service Items on third-party sites, unless explicitly granted in writing by an authorized representative of Sun.
 - To the fullest extent permitted by applicable law, the Customer is prohibited from modifying, decompiling, disassembling, decrypting, extracting, or otherwise reverse engineering any Service Items.
 - Upon delivery, responsibility for administering any Deliverables (including hardware and software) passes to the Customer. Subsequently, Sun will only work on the Deliverables pursuant to Sun's responsibility under any support contract held by the Customer and subject to payment of any applicable fees.
 - The Customer will sign Sun's Service Completion Form when Sun has completed all tasks and provided all Deliverables set forth in this Service Listing; provided, however, that the Customer's failure to sign the Service Completion Form has no bearing on acceptance of the Service.

This Service is subject to Customer's 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 or SOW refers to the party entitled to receive the Services. All other defined terms in this Service Listing correspond to the definitions found in Customer's existing services agreement with Sun or the sales terms located at www.sun.com/sales/salesterms, whichever applies.

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