

Sun Managed Relocation Service Poland

1. Scope

This Service provides customer with support for relocation of Sun systems and storage ("Sun Equipment") and non-Sun systems and storage ("Third Party Equipment"). This relocation service includes de-install, packing, loading, transporting, unloading, re-install and performance of hardware diagnostics as described in Section 2 below ("Service"). Customer's Sun hardware agreements and warranty coverage must remain valid throughout the move from Customer's de-install address ("Origin Data Center") to re-install address ("Destination Data Center") and may consist of multiple pre-defined phases that are mutually agreed upon between Sun and the Customer ("Relocation Event"). Sun will make commercially reasonable efforts to provide the Service.

2. Tasks and Deliverables

De-Installation: Sun will disconnect power supply(ies), disconnect cabling, remove doors (if required), secure any moveable parts and prepare Sun Equipment for packing at Origin Data Center. Sun will make arrangements for deinstallation and reinstallation of Third Party Equipment to maintain service contracts and warranties on the Third Party Equipment.

Packing: Sun will arrange for the delivery of packing materials (if required) to Origin Data Center and pack Equipment for transportation. Sun will arrange for the packing of the Equipment to Sun specifications by its designated transportation carrier.

Transportation: Sun and its designated carrier will remove Sun and Third Party Equipment from Origin Data Center and deliver Sun and Third Party Equipment to Destination Data Center. Transportation will be provided via air ride certified moving vans. This Service is for a non-climatized truck; unless Customer and Sun have agreed otherwise. Sun will procure climatized transportation for the Customer for an additional fee and with at least two weeks lead time.

Insurance: At Customer's request and expense, Sun will procure a standard policy of insurance covering Customer's Sun and Third Party Equipment being relocated under this Service. Customer will provide replacement insurance valuation per Relocation Event.

The policy will insure against any damage or loss arising during transportation of the Customer's Sun and Third Party Equipment by the carrier. In the event that Sun identifies loss or damage to any of Customer's Sun and Third Party Equipment due to packing, unpacking, or transportation, Sun will file a claim with the carrier on the Customer's behalf. This insurance coverage does not cover any immediate or rapid replacement of Sun and/or Third Party Equipment by Sun.

This Service includes \$50,000 of insurance coverage with each Relocation Event.. Claims for loss or damage due to transportation must be submitted to Sun as soon as practicable upon signature of delivery receipt from carrier. Insurance coverage under this Service has maximum limit of \$2 million per truckload. In order to cancel the quoted insurance coverage, Sun must receive written notification 3 business days prior to the commencement of the Relocation Event.

Any insurance proceeds received by Sun as a result of a claim under such policy will be for the account of the Customer. In the event that a claim is denied by the insurer, it will be Customer's responsibility to bear the expense of the damage. Sun is under no obligation to repair, replace, or reimburse Customer for any Sun or Third Party Equipment damaged by the carrier.

Re-Installation and Diagnostic Testing: After delivery at the Destination Data Center, Sun will re-install and perform diagnostic functionality testing on all Sun Equipment. Sun will employ Sun best practices when performing the re-installation and diagnostic functionality testing activities. Sun contact names, phone and pager numbers will be provided to Customer prior to each Relocation Event. Third Party Equipment re-installation and diagnostic testing will be performed by an engineer either through an alliance arrangement or a subcontractor chosen by Sun.

Replacement Spares during Relocations: Sun will provide onsite hardware support during a Relocation Event that is consistent with the terms and conditions of the Customer's active Sun Spectrum contract of the affected Sun Equipment. Sun may provide onsite spares for an additional fee during the Relocation Event. Any Third Party-Equipment support responses will be dependent upon the maintenance or warranty agreements Customer has with those respective vendors. Sun cannot commit to any Third Party Equipment support responses that replace or augment those in place with the Customer's respective vendors.

Additional Fee Services: This Service does not include site planning, relocation planning, standby equipment, environmental, media conversion, disposal, recovery and/or memory, disk, or tape upgrades. However, these services are available to Customer for an additional fee under a separate statement of work. The only tasks or deliverables Sun will undertake or deliver under this Service are those specifically set forth herein.

3. Customer Responsibilities

Relevant Customer Information: Customer will provide Sun with an accurate equipment list which must include servers, peripherals, storage, monitors, racks, cabinets, along with project plans indicating system priority, move dates and times. Customer will also provide a floor plan for Destination Data Center which will be used to direct placement of Sun and Third Party Equipment as they are being delivered from the transportation carrier. Relevant information can be easily compiled by completing the Sun Managed Relocation Service Customer Questionnaire ("Questionnaire") provided by Sun. Customer will be solely responsible for any expenses, loss, or damage resulting from its provision of incomplete or inaccurate information provided.

Site Readiness: Customer will ensure all power, telephone servers, network and cabling has been installed and tested at Destination Data Center prior to the move dates. If elevators are to be used at Origin Data Center or Destination Data Center, customer will ensure they are in good operating order prior to initiation of the Service. Customer will have cabling pre-run under raised floor at Destination Data Center prior to Sun and Third Party Equipment deinstallation from Origin Data Center. Customer will ensure that backups are completed prior to the sRelocation Event.

Point of Contact: Customer will supply Sun with the name and telephone number of the individual who will be Sun's point of contact during the Service. The point of contact will be familiar with all of the information provided to Sun, including, but not limited to the Questionnaire.

Notifications: Customer is responsible for notifying its lien creditors, landlords, equipment lessors, and all other third parties of its Sun and Third Party Equipment relocation.

Software: Customer is responsible for de-installing, re-installing and performing back-up or archival reproductions of all software and data contained within all of its Sun and Third Party Equipment.

Delays: In the event that Services are delayed, Customer will be responsible for payment of additional fees and out-of-pocket costs incurred by Sun, including the cost of replacing or extending insurance coverage, technical resource costs such as field engineer time, and warehousing, storage, or additional transportation charges. Delays may be the result of waiting time due to problems with back-ups, power, telephone, network, cabling and elevators.

Risk Contingency Options: Customer will provide replacement insurance valuation, per Relocation Event, if replacement value insurance is to be procured through Sun or the transportation carrier.

Customer will provide detailed configurations for all Sun and Third Party Equipment in which a quotation for business continuance is requested from Sun to address their risk of downtime or business interruption

Claims for Loss: When carrier unpacks Customer's Sun and Third Party Equipment at the Destination Data Center, Customer is responsible for immediately inspecting the Sun and Third Party Equipment and notifying Sun of any damage to the Sun and Third Party Equipment.

Sun is not responsible for claims for loss or damage due to the packing, unpacking or transportation of any Sun and Third Party Equipment. Such claims must be made against the carrier. If Customer identifies loss or damage to any of the Sun and Third Party Equipment, Customer will promptly provide Sun with all details of the claim so that Sun may file the claim on the Customer's behalf.

Claims for loss or damage, due to de-installation or re-installation of Sun and Third Party Equipment must be submitted to Sun in writing as soon as practicable after the date of

relocation.

Inspection. Prior to de-installation and relocation, Sun may inspect any Origin Data Center - to note any pre-existing physical damage to Sun and Third Party Equipment and to confirm that information provided in the Questionnaire is accurate. Sun may adjust the relocation schedule and fees charged in the event that this inspection reveals inaccuracies in the information provided by the Customer.

Modifications: Customer will notify Sun in writing at least three (3) days in advance of the date of de-installation of any changes to the information provided by Customer. Sun will use reasonable efforts to accommodate Customer's changes, on the condition that the relocation schedule and the fees charged are adjusted accordingly.

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 : November 2008