

Custom Course Design and Development Service Brazil

1. Scope

This service ("Service") provides Customer with customized solutions for IT course material to be delivered in the classroom environment. This Service will provide Customer with assistance in converting existing course material to meet new Customer requirements, reducing courses so that they can be delivered in shorter timeframes, and/or developing new training material, as is mutually agreed upon by Customer and Sun. Custom IT course material may be developed for delivery from among the following methods: text-based and classroom-based training, training workshops, or training webcasts.

Sun will not provide any hardware or software products with any version of this Service. The only tasks and Deliverables Sun will undertake or deliver in providing this Service are those specifically set forth in this Service Listing.

2. Tasks and Deliverables

As is mutually agreed upon by Customer and Sun, Sun will perform and deliver tasks and Deliverables from among the following:

- **Assess Custom Course Needs:** Sun will assess the custom course needs of Customer using analysis tools to understand existing skill sets and skill gaps to align learning needs with business goals.
- **Design Content:** Sun will design the framework for customized instructional course development based on the assessed needs of Customer and in accordance with mutually agreed upon specifications. The framework includes observable, measurable, and performance based learning objectives designed to address job requirements and skill gaps for a target audience designated by Customer.
- **Develop Materials:** Sun will develop course materials in accordance with the framework agreed upon in the design phase. Course materials can include: course structure, multimedia presentation materials, graphics, instructor and student guides, and lab materials.
- **Implement Training:** The developed course material may be delivered at Customer's site by Sun or Customer or at dedicated Sun training facilities by Sun, as is mutually agreed by Customer and Sun.

3. Customer Responsibilities

- Customer will assign a project manager ("Project Manager") to:
 - Provide direction and guidance to Customer's personnel as required by Sun to maintain project momentum;
 - Provide information and resources in a timely manner as needed by Sun to enable Sun to complete the tasks described in this Service Listing; and
 - Be readily available and on-site as and when required by Sun for the duration of the Service.

The Project Manager will be responsible for receiving any Deliverables created as a result of this Service.

- Customer will provide Sun with the following as requested by Sun:
 - Copies of relevant documentation.
 - Adequate workspace during any on-site visits, as well as access to telephones, copiers, faxes, conference rooms, and printing facilities.
 - Access to key Company personnel.
 - Facilities access and access to relevant internal and external systems as needed.

4. Assumptions and Dependencies

Sun will rely on the following assumptions, together with those stated elsewhere in this Service Listing, in performing this Service. Should any of the assumptions prove to be incorrect or incomplete or should 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 this Service:

- A Sun project manager will be assigned to this engagement and will coordinate project management activities with Customer's Project Manager. The Sun project manager will have primary responsibility for coordinating all activities for this Service, including scheduling resources, confirming project activities and Deliverables are within the scope documented by this Service Listing, as well as being the primary point of contact at Sun for this Service.
- Customer staff assigned to support Sun staff must be properly trained in their area of responsibility.
- This Service will be conducted during Sun's normal local business hours, excluding public holidays.
- Service schedule estimates represent Sun's best technical judgment based on information available. Actual Service duration may vary.
- Sun may use subcontractors in those roles it deems appropriate.
- This Service will begin on a mutually acceptable date.
- The Deliverables described in this Service Listing will be deemed accepted by Customer upon delivery.
- The tasks and Deliverables described in this Service Listing may contain Sun confidential and proprietary information and are subject to the limitations on use and disclosure as set forth in Customer's services agreement with Sun and any supplemental license terms accompanying the Deliverables.
- Fees for this Service are non-refundable and are based on the applicable Sun prices at the time of order. Sun may discontinue this Service in order to prevent exceeding any funding level authorized by Customer, in which case Sun will make reasonable efforts to give Customer prior notice and submit any Deliverables to Customer regardless of their completion status.
- In the event that Sun and Customer determine that an on-site visit to a Customer facility is required, Customer will be responsible for reasonable travel and accommodation expenses incurred by Sun.

- Customer acknowledges and agrees that this Service, including any Deliverables or information generated or gathered during Sun's performance of this Service, is not designed nor intended for use in connection with any employment decisions whatsoever, including but not limited to selection, promotion, retention, or compensation of Customer's employees.

5. Change Control

The objectives of change control ("Change Control") are to:

- Assess the impact of scope changes on project schedules, resources, and pricing;
- Provide a formal vehicle for approval to proceed with any changes for this Service Listing; and
- Provide a project audit record of all material changes under this Service Listing.

If Customer requests a material change in the scope of this Service Listing, as determined by Sun in its sole discretion ("Change"), Sun and Company will review the Change through the change control process set forth as follows:

When Sun determines a change is material, Sun will complete Sun's standard Change Request Form (the "Form") and provide the completed Form to Customer. Both Sun and Customer will provide written approval of the Change detailed in the Form, including the impact of the Change on the schedule, resources, and the price of the Service under this Service Listing, before Sun will make the Change. When Customer accepts the Change set forth in the Form, Customer will sign the Form and return it to Sun and modify its purchase order, issue a new purchase order for the additional fees associated with such Change or provide other forms for payment as requested by Sun. Upon acceptance of the Change as set forth in the Form, the Change will apply to the Service to be delivered by Sun under this Service Listing. If Customer does not accept the Change as set forth in the Form (including the impact on the schedule, resources, or price), the parties will complete their obligations with respect to the Service under this Service Listing as set forth herein.

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