

## Custom Testing and Certification Spain

### 1. Scope

This service (“Service”) provides Customer with custom knowledge tests and /or custom certification tests, as mutually agreed upon by Customer and Sun. Tests consist of questions designed to measure knowledge of core tasks, jobs and roles in selected Customer departments and organizations. Tests will be developed from job analyses and/or role requirements provided by Customer to Sun. 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

#### A. Custom Knowledge Tests

- **Define Project Scope.** Customer and Sun will mutually agreed upon the particular job or jobs for which knowledge tests will be developed and the number of custom knowledge tests and number of test questions to be developed.
- **Analyze and Validate Roles and Tasks.** Sun will work with Customer Subject Matter Experts (SMEs) to analyze role analysis data to ensure that custom knowledge tests are targeted to testing knowledge in the appropriate skills.
- **Create, Edit, and Review Test Questions.** Sun will work with SMEs to create the custom knowledge tests using questions pulled from Sun's test item pool or Sun will create new questions as mutually agreed. If Sun creates new questions, Sun will perform a technical review and Psychometric edit of such questions with SMEs to validate that the questions accurately measure job related knowledge.
- **Build, Deliver, and Score Tests.** Sun will build the tests and determine the passing score. Custom knowledge tests will be made available for access by Customer, via a web-based portal and will be proctored by Sun or the Customer as mutually agreed. Proctors will verify candidate identity and ensure fair completion of the knowledge test. Completed knowledge tests will be graded and the results will indicate scores by topic section in addition to an overall score.

#### B. Custom Certification Tests

- **Define Project Scope.** Customer and Sun will mutually agreed upon the particular job or jobs for which certification tests will be developed and the number of custom certification tests and number of test questions to be developed.
- **Analyze and Validate Roles and Tasks.** Sun will work with customer Subject Matter Experts (SMEs) to analyze job analysis data to ensure that custom certification tests are targeted to testing knowledge in the appropriate skills.
- **Create, Edit, and Review Test Questions.** Sun will work with SMEs to create the custom certification tests using questions pulled from Sun's test item pool or Sun will create new questions as mutually agreed. If Sun creates new questions, Sun will perform a technical review and Psychometric edit of such questions with SMEs

to validate that the questions accurately measure job related knowledge.

- **Build, Deliver, and Score Tests.** Sun will build the tests and determine the passing score. Custom certification tests will be made available for access by Customer, via a web-based portal and will be proctored by Sun or the Customer as mutually agreed. Proctors will verify candidate identity and ensure fair completion of the certification test. Completed certification tests will be graded and the results will indicate scores by topic section in addition to an overall score.
- **Additional Fee Services:** If requested by Customer, Sun will, for an additional fee, provide to or assist Customer in creating a certification recognition program.

### **3. Customer Responsibilities**

- Custom 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 as requested by Sun.
  - Adequate workspace during any on-site visits, as well as access to telephones, copiers, faxes, conference rooms, and printing facilities.
  - Job analysis data or role analysis data that is adequate as reasonably determined by Sun to support performance of this Service.
  - SMEs with training and knowledge, sufficiency of which will be determined by Sun, to participate in this Service.
  - 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.
- 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.
  - This Service is available only if the Customer has provided to Sun job analysis data or role analysis data as requested by Sun that is adequate as reasonably determined by Sun to support performance of this Service. Customer must also provide SMEs with required training and knowledge to participate in this service as determined 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 Customer 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](http://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