

Education Account - United States

1. Scope

Each Education Account Credit entitles Customer to order and receive from Sun one thousand dollars (\$1,000) worth of qualifying Sun Educational Services products and services pursuant to the terms and conditions of the Customer Agreement. All orders are subject to acceptance by Sun.

2. Tasks and Deliverables

- **Education Manager Services.** Sun will make available to Customer free of charge an Education Manager to consult with Customer about Customer's training needs and to recommend the most effective application of Customer's Education Account Credit(s).
- **Qualified Products and Services.** Customer may apply the Account Credit to purchase those offerings set forth in the then current Sun Educational Services Course Catalog located at: <http://suned.sun.com>. Customer may apply its Education Account Credit(s) only towards the purchase of educational services to be delivered in the country in which Customer purchased the Education Account Credit(s).
- **Term.** The Account Credit begins on the date of purchase and will terminate no later than twelve (12) months thereafter (the "Term"). Any unused credits remaining in Customer's Education Account at the expiration of the twelve month period are non-refundable and revert to Sun.
- **Changes in Prices, Policies and Course Schedules.** Sun Educational Services prices, policies and course schedules are subject to change without notice.

In the event that Customer purchases the above-described Services from Sun, this Service Listing or SOW is incorporated by reference in and subject to the terms of the agreement which has been most recently entered into by the parties and under which Customer may order products and services from Sun ("Agreement"). Sun is not obligated to perform the Services described in this Service Listing or SOW unless Customer has an Agreement with Sun and has received an order confirmation from Sun accepting Customer's purchase order or electronic order for the Services. This Service Listing or SOW does not constitute an offer by or invitation to contract with 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 refers to the party that enters into the Agreement with Sun. Such party may be referred to in the Agreement as "Company", "Customer" or other appropriate term.

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