

The Enterprise Learning Strategy and Business Case Service- Japan

1. Scope

This service (“Service”) provides consulting to: analyze the Customer's current state of enterprise learning, define the Customer's desired future state for enterprise learning, and generate a report (“Report”) of findings and recommendations. The Report will include: a summary with recommendations defining a learning strategy, Customer business goals and requirements for enterprise learning, a high-level description of the process used to conduct the strategic analysis, the recommended solution, a business case that shows how recommendations support business goals for enterprise learning, and suggested next steps. 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:

- Approach:

Sun will provide this Service to Customer in the following phases:

Phase 1: Conduct Project Planning and Project Kickoff

Phase 2: Perform Strategic Analysis

Phase 3: Create and Deliver Report

- **Phase 1: Conduct Project Planning and Project Kickoff**

Sun will perform the following tasks and will provide the following Deliverables:

1. Gather relevant Customer data;
 2. Develop project plan;
 3. Define and document success factors identified by Customer;
 4. Identify key personnel, key documents and data sources to be used to conduct strategic analysis in Phase 2;
 5. Obtain summary of strategic business requirements identified by Customer;
- and
6. Outline contents of Report to be completed with this Service.

- **Phase 2: Perform Strategic Analysis**

Sun will perform the following tasks and will provide the following Deliverables:

1. Review key documents and data sources (i.e., strategic business goals, job descriptions, training records, existing skill data, etc.) to identify business goals for enterprise learning;
2. Conduct working sessions with key personnel; and
3. Perform, as mutually agreed: interviews with key personnel (to gather data on various enterprise learning needs and business requirements), conduct focus groups to verify data, and/or conduct enterprise learning surveys.

- **Phase 3: Create and Deliver Report**

Sun will perform the following tasks and will provide the following Deliverables:

1. Draft Report;
2. Review the Report with Customer;
3. Revise the Report taking into consideration comments suggested by Customer; and
4. Deliver the Report to Customer.

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:
 - General system and/or business requirements, including, but not limited to: relevant business and job documents and subject matter experts.
 - Adequate workspace during any on-site visits, as well as access to telephones, copiers, faxes, conference rooms, and printing facilities.
 - Copies of key documents and data sources that identify business goals and enterprise learning goals.
 - Access to key Customer personnel, including business, information technology and operational staff.

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 single 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.
- Sun reserves the right to 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 deliverables may contain Sun confidential and proprietary information which is subject to the limitations on use and disclosure as set forth in the services agreement, described below, between Customer and Sun.
- 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.

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;
- Establish the impact of any changes; 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 have to 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 Services 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 Services 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 Services 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.

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