

Sun Enterprises Learning Platform Administrator and Help Desk Training - Canada

1. Scope

This Service provides Company with the following instructor-led, Sun Enterprise Learning Platform ("ELP") classes ("Class" or "Classes"): (1) Sun Enterprise Learning Platform Administrator Training; and (2) Sun Enterprise Learning Platform Help Desk Level 1 Training. This Service is designed to be purchased and delivered in connection with the ELP Business, Functional and Technical Analysis ("BFTA"), Solution Management, and Implementation Services (collectively, with this Service, the "ELP Foundation Services").

2. Tasks and Deliverables

- **Sun Enterprise Learning Platform Administrator Training.** Sun will provide this Class to Company for the number of Company employees, and for the fees and costs, specified in the applicable ELP Pricing Schedule or Order Confirmation. This Class is designed to provide Company with information about the features and functionality of the ELP to assist Company with Company's administration and maintenance responsibilities for the ELP. Sun will include the following information in this Class: (1) a high-level overview of the ELP's special features; (2) a high-level overview of the three-tiered architecture of the ELP; (3) a review of the four levels of ELP administrators; (4) a discussion of the seven roles and subsets associated with ELP administrators; and (5) a description of the communication, skills management, reporting, catalog and curriculum learning path features of the ELP.
- **Sun Enterprise Learning Platform Help Desk Level 1 Training.** Sun will provide this Class to Company for the number of Company employees, and for the fees and costs, specified in the applicable ELP Pricing Schedule or Order Confirmation. This Class is designed to provide Company with the knowledge and skills necessary for Company's ELP help desk ("Company Help Desk") to define and resolve problems reported by Company's end users. Sun will include the following information in this Class: (1) a review of problem resolution methodology for the Company Help Desk; (2) a discussion of processes for staying current with information relating to ELP product release sets, new features and bug fixes; (3) a review of Company Help Desk escalation processes for ELP-related problems reported by Company's end users; and (4) an overview of methods for Company Help Desk to diagnose and categorize ELP-related problems reported by Company's end users.

3. Company Responsibilities

- Company will provide, set up and ensure the operability of all hardware, software, facilities and equipment, and will provide all on-site contact persons, reasonably requested by Sun for delivery of any Class if the Class is scheduled to be delivered at Company's facilities.
- Company will ensure the timely and satisfactory completion of the Classes by the required minimum number of Company employees specified in the applicable ELP

Pricing Schedule or Order Confirmation and as otherwise necessary for Company to provide qualified administration of the ELP and to maintain the required Company support of the ELP as described in the applicable Service Listing or statement of work. Company will purchase additional Classes as necessary to maintain the required minimum number of trained Company Help Desk personnel.

- Company will have the right to use for internal purposes only the hard copies of all Class materials that may be delivered by Sun to Company in connection with this Service. Company acknowledges that, as between Company and Sun, Class materials, and all components thereof, are the exclusive property of Sun, and that Sun retains all right, title and interest, including copyrights and other intellectual property rights, in and to any and all ideas, concepts, expertise, programs, systems, methodologies, data or other materials embodied in, underlying or reduced to practice in the Class materials. Company will have no right to make copies of, distribute externally or create derivative works of the Class materials, or to perform the Classes.
- Company will pay Sun for this Service for the number of Company employees, and for the fees and costs, specified in the applicable ELP Pricing Schedule or Order Confirmation. Company will pay Sun additional fees for any services provided by Sun that are not expressly identified in this Service Listing at Sun's then-current rates for such services.

4. Restrictions on Service Delivery

Sun reserves the right to restrict delivery of this Service and/or modify the price, scope, or schedule for delivery based on Company's satisfaction of its responsibilities under this Service Listing and the following conditions:

- Company has purchased all of the services comprising the ELP Foundation Services.
- Each Class will be conducted during such times as mutually agreed upon in writing by Sun and Company prior to the commencement of the Class.
- The maximum ratio of students to instructor is 12:1 ("Maximum Ratio") per Class. Where the number of students enrolled in a Class exceeds the Maximum Ratio, Sun may charge an additional instructor fee at Sun's then-current rates for same. The Maximum Ratio may change from time to time and may vary by Class.
- The minimum ratio of students to instructor is 4:1 ("Minimum Ratio"). Where the number of students enrolled in a Class is less than the Minimum Ratio, Sun may cancel the Class. The Minimum Ratio may change from time to time and may vary by Class.
- Sun may cancel or reschedule any Class. Sun will attempt to provide at least ten business days' notice when canceling or rescheduling and will credit the fees chargeable to Company for the rescheduled Class. If Sun must reschedule a Class for reasons outside its control, including instructor emergency, Sun will promptly attempt to reschedule the Class.
- If Company cancels or reschedules a registration for a Class at least ten business days before the Class start date and simultaneously registers for a new Class that begins within six months from the canceled Class start date, Sun will credit fees already paid toward the fees for the new Class. Company is not otherwise entitled to a refund of fees paid or released from its obligation to pay for any registrations

canceled or rescheduled by Company. Company substitutions are accepted with at least two days' notice before the Class begins, provided the substitute meets the Class prerequisites and is approved by Sun.

- Depending on Company's proximity to a Sun location, Company may incur travel, accommodation, and per diem expenses. Travel arrangements and all related costs are Company's sole responsibility, and Sun assumes no liability for any inconveniences, damages or costs, including non-refundable tickets, that Company may incur if a Class is canceled or rescheduled. In the event that Sun and Company determine that an on-site visit to a Company facility is required, Company will be responsible for payment to Sun of all reasonable travel and accommodation expenses incurred by Sun.
- The Deliverables described in this Service Listing will be deemed accepted by Company upon delivery.
- The Deliverables described in this Service Listing may contain Sun and/or third party confidential and proprietary information and are subject to the limitations on use and disclosure as set forth in Company's services agreement with Sun and any supplemental license terms accompanying the Deliverables.
- Sun may use subcontractors in the roles it deems appropriate.
- The only tasks and Deliverables Sun will undertake or deliver in providing this Service are those specifically set forth in this Service Listing.
- Sun will not be obligated to perform this Service if Company fails to fulfill its responsibilities under this Service Listing. Company will pay Sun for any services provided by Sun as a result of Company's failure to fulfill its responsibilities at Sun's then-current time and materials rates.

In the event that Company purchases the above-described Service from Sun, this Service Listing will be incorporated by reference in and subject to the terms of Company's services agreement with Sun and any other supplemental license terms accompanying the Deliverables. Sun is not obligated to perform the services described in this Service Listing unless Company has an existing services agreement with Sun and has received an Order Confirmation from Sun accepting Company's purchase order or electronic order for this Service. This Service Listing does not constitute an offer by or invitation to contract with Sun. Service features are subject to availability and may vary by geography. Unless otherwise stated, the Service described in this Service Listing is only available within the above-referenced country.

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