

On-Site Class Germany

1. Scope

Sun will deliver an instructor-led class ("Class") as described in the Customer Training Attachment completed by Customer, to Customer's employees at Customer's facility.

2. Tasks and Deliverables

- **Class Materials.** Customer will have the right to use the hard copies of all Class materials that may be delivered by Sun for Customer's internal purposes. Customer acknowledges that, as between Customer and Sun, the Class materials and all components thereof are the exclusive property of Sun, and that Sun owns 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. Customer will have no right to make copies of, distribute externally or create derivative works of the Class materials, or to perform the Class.
- **Class Duration.** The Class will be conducted during such times as mutually agreed upon in writing by Sun and Customer prior to the commencement of the Class.
- **Average Class Size.** Pricing of Classes is based upon an average Class Size of twelve (12) students per Class ("Average Class Size"). Any Students over the Average Class Size will be charged an additional per student fee.
- **Maximum Student:Instructor Ratio.** The maximum ratio of students to instructor is 16:1 ("Maximum Ratio"). Where the number of students enrolled in a Class exceeds the Maximum Ratio, Sun reserves the right to charge an additional instructor fee. The Maximum Ratio may change from time to time and may vary by Course.
- **Sun's Right to Cancel or Reschedule.** Sun may cancel or reschedule any Class with at least ten (10) business days' notice. If Sun must reschedule a Class for reasons outside its control, including instructor emergency, Sun will promptly attempt to reschedule the Class.
- **Customer's Right to Cancel or Reschedule.** If Customer cancels the Class within fifteen (15) business days before the scheduled start date, Customer will pay to Sun a total of fifty percent (50%) of the price of the Class. For rescheduling completed within fifteen (15) business days before the scheduled start date, Customer will pay to Sun a flat fee of Five Thousand Dollars (\$5,000). Customer may, without charge, cancel or reschedule a Class sixteen (16) or more business days in advance of the scheduled start date.
- **Customer Requirements.** Customer 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 the Class.

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.