

On-Site Seminar

India

1. Scope

Sun will deliver an instructor-led, lecture only seminar ("Seminar") in the Sun Educational Services course, as described in the Customer Training Attachment completed by Customer, to Customer's employees at Customer's facility.

2. Tasks and Deliverables

- **Seminar Materials.** Customer will have the right to use the hard copies of all Seminar materials that may be delivered by Sun for Customer's internal use only, and solely by the Customer employees who attend the Seminar. Customer acknowledges that, as between Customer and Sun, the Seminar 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 Seminar materials. Customer will have no right to make copies of, distribute or create derivative works of the Seminar materials, or to perform the Seminar.
- **Customer Requirements.** Customer will provide a facility for the Seminar appropriately equipped for delivery of the Seminar to Customer's employees.
- **Seminar Duration.** Sun will conduct the Seminar during such times as mutually agreed upon in writing by Sun and Customer prior to the commencement of the Seminar.
- **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.

In the event that you purchase the above-described Service from Sun, this Service Listing will be incorporated by reference in and subject to the terms of your services agreement with Sun, and any supplemental license terms accompanying the deliverables. Sun is not obligated to perform the Service described in this Service Listing unless you have an existing services agreement with Sun and have received an Order Confirmation from Sun accepting your purchase order or electronic order for the Services. 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. 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. 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.

Last Revised: June 2007