

On-Site Seminar New Zealand

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.

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.

Last Revised: June 2007