

Performance Metrics and Return on Investment (ROI) - Germany

1. Scope

This service ("Service") will provide the Customer with an analysis of return on investment ("ROI") for a specific business intervention or series of interventions. Typical interventions analyzed in this Service are the following: training activities or changes to process, systems, equipment, or personnel. The intervention analyzed under this Service will be mutually agreed upon by Customer and Sun. The analysis of an intervention is achieved by a statistical methodology. This Service adapts this established methodology to Customer's needs and executes the adapted version for the Customer. The execution of the adapted methodology results in the generation of an ROI Analysis Report ("Report"). Sun will not provide any hardware or software products with any version of this Service. The only tasks and Deliverables Sun will undertake or deliver in providing this Service are those specifically set forth in this Service Listing.

2. Approach, Tasks, and Deliverables

Approach

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

Phase 1: Initiation

Phase 2: Detailed Specification of Business Analysis Model

Phase 3: Preparation of ROI Data

Phase 4: ROI Analysis and Reporting

Phase 1: Initiation.

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

In this phase, Sun will meet with key Customer contacts to perform planning activities. Sun, working with the Customer, will specify the characteristics of the intervention that are to be recorded. Sun and Customer will then verify the number of participants, the size and nature of the control group, the characteristics of the business metrics and the participant descriptors to be captured. Additionally, during this phase, Sun will summarize the project approach, outlining the existing methodology, roles, responsibilities, work schedule and resourcing. All of the activities above are summarized in the Deliverable of this phase, the project plan ("Project Plan").

Phase 2: Detailed Specification of ROI Business Analysis Model.

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

Sun will hold one or more design sessions with Customer, as mutually agreed. In these design sessions, Sun and Customer will define how the established methodology will be adapted for Customer, resulting in the Customer's ROI business analysis model ("Model"). This Model will identify the sources and extraction procedures of all required Customer Data (as defined in Section 3 below), define how Customer Data will be appropriately time stamped, define the series of operations to be carried out as the raw data is prepared for the ROI analysis, and define the specific statistical operations to be executed. The Deliverable of this phase is the Model.

Phase 3: Preparation of ROI Data

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

In this phase, Customer and Sun will extract properly time-stamped Customer Data and will execute the series of operations necessary to prepare this raw Customer Data for the ROI analysis. The output of this phase is Customer Data ready for ROI analysis and reporting.

Phase 4: ROI Analysis and Reporting

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

In this phase, Sun will execute the ROI analysis defined in Phase 2 and will produce the Report. This Report, the Deliverable of this phase, provides tabular and graphical summaries of benefits, costs and ROI. Sun will review this Report with the 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 SOW.
 - 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 and will have full authority to provide any needed approvals for Customer under the Change Control provision below or otherwise. Customer will name an individual who will serve as the Project Manager.

- Customer will provide Sun with the following as requested by Sun:
 - Adequate workspace for each of Sun's consultants, as well as access to telephones, copiers, faxes, conference rooms, and printing facilities as reasonably necessary.
 - Access to key Customer personnel.
 - Copies of relevant process and data documentation.
 - "Customer Data", defined as follows: (a) the list of participants and base control group members; (b) the date on which each participant completed the business intervention; (c) business metrics and participant descriptors for each participant and base control group member, including the unit of measurement, value per unit and range of valid values for each data item for a mutually agreed upon period of time before and after the business intervention in an effort to produce statistically valid results; (d) the date on which each business metric was collected; (e) the participant and base control group member from whom each participant descriptor and business metric was collected; and (f) the total cost of the business intervention as measured by the Customer and identifying, at a minimum, either the cost per participant or total number of participants. All such Customer Data will be provided in readable, comma- or tab-separated variable format (or such other format as the Sun and Customer may mutually agree.
 - Participants and base control group data, to the extent reasonably feasible, that has

been randomly selected.

- Assistance to Sun in resolving any conflicts between the agreed to format/content of the above data and the format/content of the data actually provided.
- Facilities access and access to relevant internal and external systems as needed.

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:

- Customer will pay Sun for this service according to the fees and schedule (including any milestone payments) defined in the applicable Pricing Schedule or Order Confirmation.
- Sun and customer acknowledge that the analysis is more likely to produce statistically valid results if the participants and the base control group are randomly selected.
- Sun will assign a project manager to this engagement and will coordinate project management activities with Customer's Project Manager. Sun's 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 of this SOW. Sun's project manager will serve as Sun's single point of contact for this Service.
- Customer will assign staff to support Sun that are properly trained in their area of responsibility (e.g. such as subject matter experts on legacy systems from which ROI input data is to be extracted).
- Meetings may take place at Customer's or Sun's facilities. Some meetings may occur via teleconferencing technology.
- Any Service schedule estimates represent Sun's best technical judgment based on information available. The actual duration of the Service may vary.
- Sun reserves the right to use subcontractors in those roles it deems appropriate.
- The engagement will begin on a mutually acceptable date.
- The Services described above are subject to availability.

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; 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 Company 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 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 Service 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 Service 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 Service 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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