

Skills Analysis and Employee Development Planning Spain

1. Scope

- Sun will interview mutually designated Customer representatives, define Customer-specific skill levels and skill profiles based on information provided by Customer, administer online skill assessments, identify skill gaps, and make training recommendations to fill identified skill gaps.

2. Tasks and Deliverables

- **Customer Interviews.** A Sun Education Consultant will interview the mutually designated Customer representatives on mutually agreed upon dates to define the skill profiles to be assessed. Sun will develop Customer-specific skill profiles and online assessments to assess the skill levels of Customer's employees to perform in the Customer-specific profile. The number of Customer-specific skill profiles and assessments Sun will develop will be as set forth in the Order Confirmation or Sun quote in the event an Order Confirmation is not issued.
- **Skill Assessment Delivery.** The skill assessments will be available for access by Customer's designated employees for a period of five (5) days after notification from Sun that the assessments are available. The number of Customer employees entitled to access an online skill assessment will be as set forth in the Order Confirmation or Sun quote in the event an Order Confirmation is not issued.
- **Skill Assessment Delivery Method.** The skill assessments will be administered via the Internet by means of a web-based, Java technology-enabled Web browser.
- **Report.** Within twenty (20) business days after receipt of all completed assessments, Sun will deliver to Customer a report for each individual employee and a collective report for all employees assessed, evaluating the employees' existing skill levels against the previously defined skill profiles, and making recommendations for training to fill any skill gaps identified.

3. Customer Responsibilities

- Customer will assign a project manager who will provide direction and guidance to Customer's personnel as required by Sun, be responsible for communications with Sun regarding the services provided under this Service Listing, provide all necessary information and resources to Sun, and facilitate any change control requests.
- Customer will provide Sun with all information, as requested by Sun, in writing within 7 (seven) days after Sun's request and other resources in a timely manner as necessary for Sun to provide the services under this Service Listing. If Customer does not provide such information or other resources within the required timeframe, Sun will not be obligated to perform such services or, at Sun's discretion, the time for performance will be extended to a date after Customer has provided such required items.
- Customer will comply with all applicable laws regarding collection and use of data under this Service Listing. Customer consents to Sun's use and processing of Customer's data and will ensure that, where it provides Sun with data relating to any individual, it has obtained that individual's consent to Sun's use and processing

of such data.

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:

- A Sun project manager will be assigned to this engagement and will coordinate project management activities with Customer's Project Manager. The Sun 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 documented by this Service Listing, as well as being the primary point of contact at Sun for this Service.
- Customer staff assigned to support Sun staff must be properly trained in their area of responsibility.
- This Service will be conducted during Sun's normal local business hours, excluding public holidays.
- Service schedule estimates represent Sun's best technical judgment based on information available. Actual Service duration may vary.
- Sun may use subcontractors in those roles it deems appropriate.
- This Service will begin on a mutually acceptable date.
- The Deliverables described in this Service Listing will be deemed accepted by Customer upon delivery.
- The tasks and Deliverables described in this Service Listing may contain Sun confidential and proprietary information and are subject to the limitations on use and disclosure as set forth in Customer's services agreement with Sun and any supplemental license terms accompanying the Deliverables.
- Fees for this Service are non-refundable and are based on the applicable Sun prices at the time of order. Sun may discontinue this Service in order to prevent exceeding any funding level authorized by Customer, in which case Sun will make reasonable efforts to give Customer prior notice and submit any Deliverables to Customer regardless of their completion status.
- In the event that Sun and Customer determine that an on-site visit to a Customer facility is required, Customer will be responsible for reasonable travel and accommodation expenses incurred by Sun.
- Customer acknowledges and agrees that this Service, including any Deliverables or information generated or gathered during Sun's performance of this Service, is not designed nor intended for use in connection with any employment decisions whatsoever, including but not limited to selection, promotion, retention, or compensation of Customer's employees.

5. Change Control Procedures

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

- Establish the impact of any changes
- 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 Customer 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 services 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 Services 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 services 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.

Last Revised: November 2008