

Skills Analysis - India

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. Change Control Procedure

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.

In the event that Customer purchases the above-described Services from Sun, this Service Listing or SOW is incorporated by reference in and subject to the terms of the agreement which has been most recently entered into by the parties and under which Customer may order products and services from Sun ("Agreement"). Sun is not obligated to perform the Services described in this Service Listing or SOW unless Customer has an Agreement with Sun and has received an Order Confirmation from Sun accepting Customer's purchase order or electronic order for the Services. This Service Listing or SOW does not constitute an offer by or invitation to contract with 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 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. into the Agreement with Sun. Such party may be referred to in the Agreement as "Company", "Customer" or other appropriate term.

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