

Skills Package – India

1. Scope

The Skills Package allows Customers to allocate money for training and services specific to the Sun technology purchased by Customer. Sun has outlined the knowledge base needed to optimize the technology that Customer is purchasing from Sun and has created a Skills Package designed to provide the required knowledge base to Customer's employees. Customer will pay Sun the List Price for the Skills Package purchased ("List Price"), and Sun will create a Skills Package Account for Customer in the amount of the List Price. If Customer has an established discount with Sun Educational Services, the discount will be applied as products and services are booked against the Skills Package Account.

2. Tasks and Deliverables

- **Education Consultant.** Sun will make available to Customer at no additional cost an Education Consultant to consult with Customer about Customer's training needs. The Education Consultant will recommend the most effective application of Customer's Skills Package Account.
- **Qualified Products and Services.** Customer may apply the Skills Package Account only towards the purchase of educational products and services to be delivered in the country in which Customer purchased the Skills Package. Qualified products and services available for purchase with the Skills Package Account are those offerings set forth in the latest Sun Educational Services Course Catalog or the Sun Educational Services Web Page located at: <http://www.sun.com.sg/service/education> Prices, policies and course schedules are subject to change without notice.
- **Payment.** Customer will submit payment in advance for the entire amount of the Skills Package Account. All payments will be made in the local currency.
- **Term.** The Skills Package Account will terminate twelve (12) months after the date of purchase (the "Term"). Customer must use the funds in its Skills Package Account during the Term.

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.

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