

Sun Learning Connection

New Zealand

1. Scope

This service ("Service") provides access, via the Sun Learning Connection or other electronic means, to courses and accompanying documentation ("Courseware") by Authorized Users (as defined below) of Customer. Customer acknowledges that the Sun Learning Connection and Courseware are owned by Sun or third party vendors from whom Sun has licensed them ("Licensors"). Some but not all Courseware is Sharable Content Object Reference Model compliant ("SCORM"). "Authorized Users" means Users (as defined below) who receive from Customer its Company ID authorizing access to Courseware (as described in Section 2 below) and agree to the terms and conditions of use set forth in the Authorized User License Agreement applicable to access to Courseware (as described in Section 3 below). "Users" means (i) if Customer is a corporation: its employees and contract employees; (ii) if Customer is an educational institution: its employees, contract employees, students and teachers; (iii) if Customer is an association: its employees, contract employees, members and their employees and contract employees; and (iv) such other individuals as Customer and Sun mutually agree in writing.

2. Tasks and Deliverables

- **Additional Definitions**
 - "Client-Side Technology" means any technology originating and maintained solely at Customer's site(s), such as hardware (including components), data servers, network devices, operating system, mobile devices (including Personal Digital Assistants), tools, Internet browsers, or other software (including third party software), and used in conjunction with the SLC.
 - "SLC" means: the Sun Learning Connection software application (in machine-readable, executable code format only) and includes related documentation, design specifications, embedded application programming interfaces, and any upgrades and customizations thereto.
- **Courseware.** Sun will provide access to mutually agreed upon Courseware for a mutually agreed upon subscription duration as specified in the order confirmation or pricing schedule applicable to this Service. Not all Courseware will be offered in all languages or be SCORM compliant.
- **Company ID.** Upon Sun's confirmation of a Customer purchase order for this Service, Sun will create a Company ID that will be used by the Customer's Authorized Users to self-register on the Sun Learning Connection Web site and to acquire access to the Courseware. Sun will provide the Company ID and Sun Learning Connection URL information to the Customer.
- **Access.** Customer will have access to Courseware for the subscription duration paid for and set forth in the order confirmation or pricing schedule applicable to this Service.
- **Support.** Sun will provide advice and instruction by phone and/or email, within a reasonable period of time, after notice from the Customer or an Authorized User

for a Sun Learning Connection issue, which has been reported by the Customer or an Authorized User, via the support process described on the "Contact Us" page located on the Sun Learning Connection site.

- **Updates to Courseware.** Sun may periodically change its Courseware as new courses are created and existing courses are updated or retired. Sun or Licensors may occasionally make updates to Courseware during the term of Customer's subscription period. If updates to Courseware occur, the progress in the previous course may end and Authorized Users will be re-enrolled in the course replacing it. This will require Authorized Users to start the course over.
- **Additional Fee Services.** For an additional fee, Customer may purchase standard reports on student usage and progress. Custom reports are not available. Standard reports currently include:
 - Student Activity
 - Student Course Enrollment
 - Student Course Completion
- **SLC Operations and Hosting.** Sun will host the SLC at a hosting facility designated by Sun. Sun will provide access to the SLC and Courseware via an Internet-accessible graphical user interface. Sun will provide Customer with a Sun-specified domain name for accessing the SLC.

3. Customer Responsibilities

- Customer is responsible for complying with Sun's hardware and software requirements necessary to access the Courseware provided by Sun through the SLC.
- Customer agrees that its access and use of any Courseware is subject to the terms and conditions of the Internet Courseware License Agreement in effect between Customer and Sun during the term hereof.
- Customer will ensure that each Authorized User (i) reads, agrees to and complies with the terms and conditions set forth in the Sun Learning Connection User Agreement - Individual Internet Courseware License (the "Authorized User License Agreement"), which is presented to Authorized Users for acceptance during the registration process; and (ii) registers prior to accessing Courseware using the correct Company ID.
- Customer will (i) authenticate that each User has the right to access and use the Courseware and the SLC prior to granting access and use to such person; (ii) in connection with its own on-line services, monitor compliance with, and safeguard any license to the Courseware and the SLC accessed by any Users; (iii) provide the Sun approved Company ID to Authorized Users (and only to Authorized Users); and (iv) ensure that Authorized Users keep such Company ID confidential and use it only for the purposes set forth herein. Sun reserves the right to block any improper, unauthorized or redundant user names or passwords used to access the SLC.
- All Courseware delivered in connection with this Service is subject to US export control laws and may be subject to export or import regulations in other countries. Customer must comply strictly with all such laws and regulations and acknowledges that Customer has the responsibility to obtain such licenses to

export, re-export or import as may be required prior to delivery of Courseware to Customer or any Authorized User. Customer agrees to prohibit access to Courseware by persons or entities on the US Embargoed Country List and/or the US Denied and Restricted Parties List.

- Authorized Users are responsible for self registration.
- Authorized Users are required to use the correct company ID on the registration page.
- Customer is responsible for accessing reports (if Customer is purchasing any reports) from a Sun authorized file transfer protocol site.
- Customer report integrity is reliant on Authorized Users entering accurate information into required data fields.
- Customer agrees to procure and use Sun-supported Internet browsers in connection with the SLC as specified in Section 5 below or as otherwise designated by Sun from time to time. Customer is responsible for all tasks and expenses required to maintain compatibility of the SLC with such Internet browsers.
- Customer will cooperate with Sun as necessary to allow Sun to complete all aspects of this Service. Customer will promptly implement any remedial actions suggested by Sun. Customer acknowledges that failure to implement remedial actions may result in additional time for Service recovery.
- Customer is responsible for all telecommunications, remote connectivity and Internet access, and all related fees, in connection with this Service.
- Customer is responsible for: (a) procuring rights to use, purchasing and supporting any Client-Side Technology; and (b) maintaining data backup of any Customer or User data and any other materials provided by Customer to Sun.

4. Restrictions on Service Delivery

Sun reserves the right to restrict delivery of this Service and/or modify the price, scope, or schedule for delivery based on Customer's satisfaction of its responsibilities under this Service Listing and the following conditions:

- This Service will begin on a mutually acceptable date.
- The Deliverables described in this Service Listing will be deemed accepted by Customer upon initial access by an Authorized User or upon receipt by Customer, whichever occurs first.
- This Service will not include delivery of or support for any Client-Side Technology. Support for Client-Side Technology may be provided by Sun, in its discretion, to Customer. Customer agrees that it will pay Sun additional fees for such services and that execution of a separate agreement may be required.
- Sun may use subcontractors in those roles it deems appropriate.
- The Deliverables described in this Service Listing may contain Sun and/or third party 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.

- Unless otherwise specified in the applicable SLC pricing schedule or order confirmation, the minimum initial term for this Service is one year commencing on the date Sun issues an order confirmation for this Service and will automatically renew for successive one year terms unless Customer or Sun provides written notice of cancellation of this Service not less than 30 days prior to the expiration of the applicable term (unless earlier terminated by Customer or Sun in accordance with Customer's services agreement with Sun). Notwithstanding the foregoing, this Service will terminate immediately upon the termination or expiration of the service agreement between Customer and Sun under which this Service has been provided.
- Customer acknowledges that Customer's use of the SLC may be disrupted periodically due to planned service interruptions such as installation and testing of SLC upgrades, hardware and server-side software upgrades, database rebuilds, and other maintenance and repair activities, in addition to disruptions resulting from events outside of Sun's control. Sun will make commercially reasonable efforts to minimize the impact of planned service disruptions and to notify Customer in advance of any scheduled downtime in connection with such services.
- The only Tasks and Deliverables Sun is obligated to undertake or deliver in providing this Service are those specifically set forth in this Service Listing.
- Sun will not be obligated to perform this Service if Customer fails to fulfill its responsibilities under this Service Listing. Customer will pay Sun for any services provided by Sun as a result of Customer's failure to fulfill its responsibilities at Sun's then-current time and materials rates.

5. System Requirements

- Customer is responsible for acknowledging the hardware and software system requirements determined by Sun and determining interoperability with their systems. Current system requirements include:

System:

Pentium II 500 MHz (or faster)

64 MB RAM (required), 128MB (recommended)

Netscape 7.0 or Internet Explorer 6.0 SP1 on Windows NT or 2000 or XP (OR)

Netscape 4.76 on Solaris 8

Audio:

Soundcard

Speakers or Headphones

Software:

Microsoft Internet Explorer 6.0 SP1 (OR)

Netscape Navigator 7.0

Macromedia Flash plugin (if running courses that require this plugin)

Network Speed:

56K (required)

DSL or higher (recommended)

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