

Sun[tm] Pass Gold A Corporate Learning Pass Germany

1. Scope

This Service provides Customer ("Member") with a one year Sun[tm]Corporate Learning Pass Gold ("Membership"). The Gold Membership permits Customer to receive up to four Technical Learning Profiles ("TLPs"), four education training credits ("Credits") for third-party content, four education training credits ("Credits") for Sun content, and four certification exam vouchers, as described below. Memberships purchased in Germany can only be used in Germany. Memberships purchased in other countries cannot be used in Germany. Memberships may be purchased by individuals or corporate and government entities.

2. Tasks and Deliverables

- **Four Technical Learning Profiles.** Sun will provide four unique Technical Learning Profiles (TLPs) each for use by four of the Customer's employees during the initial stage of the one year membership period. TLPs are self-administered, on-line objective skills assessments from Sun Education Consulting Solution Services.

The TLP helps to identify current skill levels of IT professionals by asking employees multiple-choice questions about specific skills and tasks for a job role. The TLP is *not* a tool to measure job performance. Each TLP assessment *does* help to identify training opportunities to augment the professional development of employees. Additionally, the TLP can assist in preparations for certifications as the assessment roles are structured around standard job roles and certification paths.

The TLPs to be set-up for the Customer's team members will be reviewed during the limited Training Needs Analysis discussion between the Sun Educational Services Consultant and the Customer's Training Coordinator/Manager. Customers are requested to contact Sun Registrars (see local Sun Training website for contact details) to request the limited Limited Training Needs Analysis discussion with a Sun Educational Services (SES) Consultant. Sun highly recommends that this discussion occur first **before** any TLPs are set-up and *before* any of the education training credits can be used.

After employees complete their TLPs, the SES Consultant will produce and deliver a Skills Report to the Customer. The report provides detailed information of each employee's assessment results (questions correct) for each job role. The skills gaps (questions incorrect) are then clearly identified and a tailored training plan based on assessment role and the depth and breadth of the skills gaps is then developed. The training plan may contain recommendations for a blend of instructor-led training, web based, and CD-ROM courseware that can help the employee develop their skills for the selected job role.

The Customer will not be entitled to a refund in the event that fewer than four TLPs are taken during the one year membership period. Receipt of a TLP through this Sun Corporate Learning Pass does not entitle Customer or its employees to any course credits.

- **Six Sun Content Education Training Credits.** Sun will provide to Customer, during the term of the Membership, up to four Education Training Credits towards Sun content only. Each Credit has a value of up to €3000 EUR. Education courses with a list price above €3000 EUR require the use of two Credits. Credits may be used toward any combination of instructor-led training ("ILT"), CD-ROM or Web-Based ("WLC") classes listed in current Web Course Catalogue for the country in which the Membership was purchased.

For purposes of this Service Listing, the Credits may not be used for evening classes, seminars, Fast Track Programs, packaged or bundled training, Sun Learning Center training, or any other courses SES products or services otherwise available to Customer or an employee at a discount or as part of a promotional offer.

These four education training credits **cannot** be used towards the purchase of third-party vendor courses (Hitachi, Veritas, DigitalThink, Red Hat Linux, NetG, and TRA). Courses may be acquired by using one Credit towards a course valued up to €3000 EUR, or two Credits towards a course valued above €3000 EUR. Customer may not receive more than four Sun content education training Credits in total.

All Courses are subject to availability and must be completed during the term of the Membership. Customer will not be entitled to a refund in the event that fewer than four Credits are used during the Membership. Sun will provide Customer with a Sun(tm) Pass Gold Identification number to be used by customer's employees when registering for a Course. Each employee must use the Sun Pass Gold Identification number when registering. For instructor-led training, employees may only attend Courses in the country in which the Sun(tm) Pass was purchased.

- **Two Third-Party Vendor Course Education Training Credits.** Sun will provide to Customer, during the term of the Membership, up to four third-party vendor course Education Training Credits. Each Credit has a value of up to €3000 EUR. Education courses with a list price above €3000 EUR require the use of two Credits. The use of Credits for third-party vendor courses, are subject to vendor course availability and are subject to change and currently include Hitachi, Veritas, DigitalThink, Red Hat Linux, NetG, and TRA. Credits may be used toward any combination of instructor led training ("ILT"), CD-ROM or Web-Based ("WLC") classes listed in current Web Course Catalogue for the country in which the Membership was purchased.

For purposes of this Service Listing, the Credits may not be used for evening classes, seminars, Fast Track Programs, packaged or bundled training, Sun Learning Center training, or any other courses SES products or services otherwise available to Customer or an employee at a discount or as part of a promotional offer.

Customer will not be entitled to a refund in the event that fewer than four third-party vendor course Credits are used during the Membership. Sun will provide Customer with a Sun(tm) Pass Gold Identification number to be used by customer employees when registering for a Course. Each employee must use the Sun Pass Gold

Identification number when registering. For instructor-led training, employees may only attend Courses in the country in which the Sun (tm) Pass was purchased.

- **Six Certification Exam Vouchers.** Membership will include a quantity of four Certification Exam Vouchers for use by and up to four Customer employees. These Vouchers can be applied towards any active Sun Educational Services examination delivered at an Authorised Prometric[tm] Testing Centre. Customer's designated employees will contact Sun Educational Services and provide their Sun(tm) Pass identification number in order to obtain their Certification Exam Vouchers. The employee will then call a Prometric regional Service Centre to register for an exam. Each employee must contact Sun Educational Services registration to claim the Certification Exam Voucher within Customer's one year Membership period. The employee's actual testing appointment may be deferred for up to twelve months from the date the Certification Exam Voucher was obtained.

3. Customer Responsibilities

- **Payment.** Customer will pay full amount due for the Sun Corporate Learning Pass Gold in Euro.
- **Ownership of Membership.** The Sun Pass Gold is owned by Customer and not any Customer employee.
- **Point of Contact.** Customer will supply to Sun the name and telephone number of an employee to act as the designated point of contact for the purposes of this Membership. The point of contact listed on the Sun Corporate Learning Pass Gold Attachment assumes all responsibility for the registrations made by Customer or its employees with their Sun Pass Gold identification number.
- **Courses Taken Outside of Membership.** Customer will require its employees to use their Sun Pass Gold identification number when registering for Courses, Technical Learning Profiles, and Certification Exam Vouchers available through the Sun Corporate Learning Pass Gold. Courses taken outside of the Membership and third-party vendor courses in excess of the one permitted by the Membership will be charged at list price unless otherwise agreed in writing.
- **Cancellation Policy.** Customer agrees to abide by Sun's cancellation policy. Customer agrees that, in addition to the Membership fee, it will pay the list price for any Course for which an employee registers and either fails to cancel at least ten (10) business days prior to the course start date or fails to complete in its entirety. Notwithstanding the foregoing, if an employee cannot attend a course for which he or she is registered, student substitutions are accepted with at least two days' notice before the class begins, provided the substitute meets the course prerequisites or is approved by Sun Educational Services Management.

If it is necessary for Sun Educational Services to cancel or reschedule a class, at least a two-week notice is normally provided. In the event of a cancellation, the Customer will receive one Credit for cancellation of a class with a list price of up to €3000 EUR or two Credits for cancellation of a class with a list price above €3000 EUR. Travel arrangements are the Customer's responsibility and Sun assumes no

liability for any inconveniences, damages or costs, including non-refundable tickets, that may be incurred in the unlikely event of a course cancellation.

4. Assumptions and Dependencies

- **Registration Terms.** All registrations for Courses are subject to acceptance by Sun. Training may be instructor led, web-based, or CD-ROM. Customer employees registering pursuant to Customer's Membership will receive the same priority for class registration as employees registering outside the Membership. Customer employees are required to complete all prerequisite training prior to attending a Course.
- **Non-Transferrable.** Membership remains the property of the Customer. Memberships are not transferrable.
- **Memberships Not Refundable.** Memberships are not refundable for any reason.
- **Membership Suspension/Revocation.** If Sun, in its sole discretion, determines that Customer or any Customer employee has failed to comply with the rules stated in this Service Listing, or has otherwise disrupted a class, Sun may suspend or revoke that Customer's Membership upon written notice to Customer.

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 country in which the Sun(tm) Pass was purchased. 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.

Last Revised: April 2007