

De-Installation: De-Installation Storage Library Service Brazil

1 Scope

This service provides Customer with de-installation services for one (1) existing SL8500, SL500, SL3000, SL24/48, L1400, L700, C4, or other Sun Storage Tape Library (See definition and restrictions in Note 1, below) ("Covered System") as more fully described below ("Service"). As part of the Service, Sun will assess Customer's site to determine the Covered System's requirements for the de-installation service, provide Customer with a de-install packaging of the Covered System, if the Customer purchased this option, and provide other deliverables as described in Section 2. Sun will make commercially reasonable efforts to provide the Service.

Note 1: For purposes of this Service Listing, "Sun Storage Tape Library" means (i) the Sun Storage tape libraries listed at: <http://www.sun.com/storage/tape.jsp> and http://sunsolve.central.sun.com/handbook_internal/Systems/common-docs/hardware.html or (ii) a third party OEM tape library sold to customer directly by Sun. This definition specifically excludes any third party tape libraries purchased from a third party, including but not limited to the OEM and Sun's authorized partners.

2 Sun's Tasks and Deliverables

2.1 Site Audit

Based upon Sun's De-Installation Checklist for the Covered System, which contains de-installation recommendations and requirements for the Covered System, Sun and Customer will conduct an audit via telephone (or at Customer's site if Sun so elects in its sole discretion) to:

- Determine the needs for de-installation for the Covered System, including such assessments as:
 - the suitability of access routes, such as doors, elevators, floor strengths and ramps and whether the Covered System must be moved to a different location within the immediate de-installation location;
 - the needs for and scheduling of the Customer's electrician to turn off and disconnect the power supply to the Covered System; and
 - such other assessments as are determined to be necessary in Sun's sole discretion.

Sun will document the results of the Site Audit ("Site Audit Report") and provide Customer with a copy of the Site Audit Report as set forth in Section 2.4, below.

2.2 De-Installation Planning

Sun and Customer will determine and mutually agree upon the hardware de-installation requirements of the Covered System as set forth below.

- Verification that no other systems have access to the Covered System;
- Availability of the proper packing material, if Customer has purchased this option;
- Assessment of whether a backup and/or data transfer of all existing data and programs on Covered System must be performed prior to delivery of this Service (See Note 2, below);

- Software de-installation is not part of this Service. However if Customer wants Sun to perform this Service, Sun Professional Service can provide software de-installation service for additional fees.
- During this phase Customer will provide Sun in writing with any Customer-specific requirements for the de-installation of the Covered System.

Note 2: In the event a backup and/or data transfer of all existing Customer data and programs on the Covered System is required, Customer is responsible for all such backups and data transfers separately and prior to Sun continuing to provide the Service beyond the Site Audit Report. All such backups and data transfers are specifically excluded from this Service and, if desired by Customer, will be subject to additional fees.

2.3 De-Installation Task Planning

Sun will provide Customer with a schedule of anticipated dates for the de-installation of the Covered System and the commencement of the Service ("Service Schedule").

2.4 De-Installation Specification Document

Prior to the commencement of the Service, Sun will provide Customer with a De-Installation Specification Document which will include the Site Audit Report and the Service Schedule. Customer must acknowledge its consent to the De-Installation Specification Document and the Service Schedule in writing prior to the commencement of the Service.

2.5 De-Installation of Sun Hardware

Sun will de-install the Covered System according to the De-Installation Specification Document and as set forth below:

- Disconnect and remove components/cables of Covered System;
- Disconnect and remove the Pass-thru Port of Covered System, if applicable;
- Remove robotics interface module;
- Remove drives and associated electronic modules;
- As specified in the De-Installation Specification Document:
 - Pack Covered System, if Customer purchased this option.
 - Move Covered System to a designated area within the immediate de-installation location, if applicable.
- Provide all other tasks as specified in the De-Installation Specification Document for the Covered System.

2.6 System Turnover

After Sun has de-installed the Covered System according to the De-Installation Specification Document, Sun will conduct a Service review with the Customer and provide a summary of the Service activities carried out by Sun on the Covered System ("System Turnover").

- Upon providing Customer with the System Turnover, Customer will confirm Sun's completion of the Service in writing; however, Customer's failure to confirm Sun's completion of the Service shall have no bearing on Customer's acceptance of the Service.

3 Customer Responsibilities

- **Site and Systems Access.** Upon Sun's request, Customer will provide Sun with access to Customer's facilities, systems, and operating environment, including root access as necessary for Sun to provide the Service.
- **Point of Contact.** Customer will supply to Sun the name and telephone number of an employee to act as Customer's designated point of contact who will be responsible for supplying Sun with all necessary information, access and approvals related to the Service.
- **Software and Data Protection:** Customer is solely responsible for de-installing, re-installing and performing back-up or archival reproductions of all software and data contained within any systems that may be affected by the Service.
- **Backup.** Customer is responsible for frequently backing up its data. Sun does not back up Customer data and accepts no responsibility for data that may be corrupted or lost.

4 Additional Provisions

- **Additional Fee Services.** This Service includes only the tasks and deliverables described herein. Customer may purchase additional configuration and implementation services from Sun. Such additional services would be subject to a separate service listing or statement of work and payment of additional fees.
- **Hours of Service.** Unless otherwise expressly agreed upon between Customer and Sun, the Service will be provided during Sun's local business hours, excluding Saturdays, Sundays, and public holidays.
- **Additional Charges.** This Service may not be available or may include additional charges depending upon Customer proximity to a Sun location or in the event that Sun determines that additional on-site visits are required. Customer may contact a Sun sales representative for more details regarding availability.
- **Right to Reduce or Discontinue Support.** It may become necessary as part of Sun's product lifecycle to reduce or modify support levels or discontinue support according to Sun's End Of Service Life Policy and, therefore, Sun reserves the right to reduce, modify or discontinue support for Covered Systems and software products (or versions thereof) during the term of the contract in accordance with such End Of Service Life Policy. Sun's End Of Service Life Policy is posted at: <http://www.sun.com/service/eosl>.

This Service is subject to Customer's existing services agreement with Sun that governs the delivery of Services. If Customer does 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 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 or SOW refers to the party entitled to receive the Services.

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