

**Installation: Original Equipment Manufacturer (“OEM”) SAN (Director/Backbone) Switch
Installation Service
Venezuela**

1 Scope

This service provides Customer with installation and configuration of Customer's third party OEM SAN Director/Backbone Switch sold by Sun ("Covered System"), as more fully described below ("Service"). As part of the Service, Sun will assess Customer's site to determine the Covered System installation requirements, provide Customer with an Installation and Configuration Plan (as described in Section 2.2 below), install, configure and confirm the functionality of the Covered System, and provide other deliverables as described in Section 2. Sun will make commercially reasonable efforts to provide the Service.

2 Sun's Tasks and Deliverables

2.1 Site Audit

Based upon Sun's Site Planning Guide for the Covered System, which contains 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 installation needs for the Covered System, including such assessments as:
 - whether there is sufficient space in a Sun-approved rack for rack mounting of the Covered System, if applicable;
 - the availability of required electrical power to run and maintain the Covered System;
 - the environmental conditions at Customer's site including temperature, humidity, cleanliness; 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 Installation Configuration Planning

Sun and Customer will determine and mutually agree upon the hardware and software installation and configuration requirements of the Covered System as set forth below, which Sun will document in the Installation and Configuration Plan.

- Determine network information such as IP addresses, netmask, and gateway information for the Covered System.
- Determine, subject to the Cable Installation provision in Section 4, below, Customer's requirements for connecting the Covered System to Customer's servers or storage array systems (collectively, "Attached Devices") with either fibre, serial, SCSI or Ethernet cables ("Cables"), as applicable.
- During this phase Customer will provide Sun in writing with any Customer-specific requirements for the installation and configuration of the Covered System. Sun will document any Customer-specific requirements as approved by Sun in its sole discretion into the Installation and Configuration Plan.

2.3 Installation Task Planning

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

2.4 Installation Specification Document

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

2.5 Installation and Configuration of Sun Hardware and Software

Sun will install the Covered System according to the Installation and Configuration Plan and as set forth below:

- Review the packing list.
- Unpack the Covered System and insert into a Sun-approved rack, if applicable.
- Label the Covered System cables according to EIS standards or Customer's reasonable in-house standards as communicated to Sun in writing.
- Power up the Covered System.
- Connect, subject to the Cable Installation provision in Section 4, below, the Covered System to Customer's Attached Devices.
- Configure the Covered System network (IP Address assignment and domain address assignment).
- Install the driver software needed to communicate with Covered System as appropriate on Customer's Sun server(s).
- Install Solaris Operating Environment patches, if applicable, on Customer's Sun server(s).
- If applicable update the version of the firmware on the Covered System, as Sun deems appropriate in its sole discretion.
- Provide all other tasks as specified in the Installation and Configuration Plan for the Covered System.

2.6 Installation Assessment

Sun will assess the installation and configuration of the Covered System as follows:

- Confirm basic connectivity between the Covered System and Customer's Attached Devices by issuing commands on the Covered System.
- Run other tests on the Covered System that Sun in its sole discretion deems necessary to determine that the Covered System is installed and configured according to the Installation and Configuration Plan.

2.7 System Turnover

After Sun has installed and configured the Covered System according to the Installation and Configuration Plan, Sun will conduct a Service review with the Customer for up to one hour and provide a summary of the Service activities carried out by Sun on the Covered System. Sun will also provide Customer with Covered System reference documentation including installation configuration information ("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.
- **Configuration Details.** Customer will supply Sun with any configuration information necessary for Sun to provide the Installation and Configuration Plan.
- **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.
- **Hardware and Software.** Any Sun hardware, firmware or software (or updates thereto) required by Customer for the Service must be obtained separately and is subject to separate licensing terms and conditions, including without limitation payment of applicable fees. No license to use any Sun hardware, firmware or software is granted under this Service.

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.
- **Cable Installation.** Sun will install Cables at Customer's site subject to the following conditions:
 - Customer must purchase all necessary Cables from Sun prior to the commencement of the Service;
 - All Cables must be located within the confines of a single room;
 - Cables will not be installed where, in Sun's sole discretion, potential safety hazards exist;
 - Cables will not be installed higher than the top of Customer's Sun rack;
 - Under-floor Cables will only be installed in a raised-floor environment; and
 - Sun will not install Cables that must, in Sun's sole discretion, pass through ceilings or walls.

In the event Cable installation requirements do not meet the above conditions in Sun's sole discretion, Sun reserves the right to not install Cables or charge Customer an additional fee for Cable installation on a time and materials basis at Sun's then-current rates.

- **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 of no more licensed software products to reduce support levels or discontinue support according to Sun's End Of Service Life Policy and, therefore, Sun reserves the right to reduce or discontinue support for certain software products or versions during the course of the Service Schedule. Sun's End Of Service Life Policy is posted at: 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 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 or SOW refers to the party entitled to receive the Services.

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