

SunSpectrum Hardware Service Plan - Parts Exchange United States

1. Scope

This service provides Customer with online, and telephone, and other deliverables as described in Section 2, below (“Service”). This Service is only available for a Covered System. “Covered System” means a system for which Customer has (i) paid the applicable Service fee and (ii) has provided to Sun the serial number and other identifying information as requested by Sun and in the manner specified by Sun. Sun will make commercially reasonable efforts to provide the Service.

2. Sun's Tasks and Deliverables

2.1. Maintenance Assistance

Support. Online and telephone support for Covered System malfunctions (defined below) twenty-four (24) hours per day, seven (7) days per week, including public holidays. Customer can request support by accessing the SunSpectrum Member Support Center at <http://www.sun.com/support> and/or by telephone through local access phone numbers located here: <http://www.sun.com/contact/support.jsp>.

For information regarding Sun's local business hours, Customer may go to <http://www.sun.com/service/support/localinfo.html> or contact a Sun sales representative.

Customer-Defined Urgency and Response. Customer must designate a primary user (described in Section 3, below) who will assign "Contacts" within Customer's organization. Only Contacts may request support and assign, subject to Sun's concurrence, support priorities in accordance with the following guidelines:

- **Priority 1 - System Down.** Covered System is not operational. Priority 1 calls may include, but are not limited to:
 - system hang (unable to save work in progress);
 - system functionality failure causes data losses or renders system unusable;
 - functionality failure renders system ineffective;
 - system malfunction causes mission-critical applications to restart, hang, or suspend; and
 - a security breach vulnerability is identified.
- **Priority 1 Response.** Customer's request for support will be transferred to the first available engineer.
- **Priority 2 - System Impaired.** Covered System is not operating with full capability but is still operational. Some examples of Priority 2 calls may include but are not limited to:
 - impaired or broken functionality with significant impact to applications;
 - frequent application failure, but no data loss;
 - serious but predictable management system failure; and
 - significant system performance degradation.
- **Priority 2 Response.** An engineer will respond to Customer's request for support within two (2) Hours.
- **Priority 3 - System Operation Normal.** Covered System is up and running with limited or no significant impacts. Some examples of Priority 3 calls may include but are not limited to:
 - errors which cause limited or no direct impact to performance and functionality;
 - request to replace an error workaround;
 - limited impact defective functionality; and

- system performance support questions.
- **Priority 3 Response.** An engineer can be expected to respond to Customer's request for support within four (4) Telephone Assistance Hours of receiving the request.

Replacement Hardware Parts. In the event that Sun determines that the replacement of a hardware part is necessary, Sun will send a replacement part to Customer's site ("Replacement Part(s)"). Sun will use commercially reasonable efforts to send Replacement Parts to Customer utilizing two business day delivery, excluding any delay due to custom clearance. Replacement Parts will be of new or like-new quality. Hardware Replacement Parts which may be provided as part of the Service are for Covered System only.

Field Change Orders. Customer will be provided with select Covered System modification recommendations ("Field Change Orders") issued by Sun at such time, if any, as such Field Change Orders are made commercially available.

Firmware. Firmware may be embedded in a Covered System which is essential to system functionality ("Firmware"). Customer will receive support as described in Section 2.1 for (i) Firmware, (ii) any error corrections of the Firmware that Sun makes commercially available in its sole discretion ("Firmware Updates"), and (iii) any enhancements to the Firmware that Sun makes commercially available in its sole discretion ("Firmware Releases"). If available, such Firmware Updates and Firmware Releases will be made available via electronic download or such other means as Sun may elect. Firmware Update or Firmware Release installation is specifically excluded from this Service. For an additional fee, Sun will install such Firmware Update or Firmware Release at a mutually agreeable date and time. **(See Note 1)**

Note 1: The online, and telephone response time guidelines set forth in Section 2.1 do not apply to the release of Firmware Releases or Firmware Update releases.

2.2. Connected Services

SunSpectrum Member Support Center. Customer will receive access to applicable resources in the SunSpectrum Member Support Center for the benefit of the Covered System only. Such access will allow Customer to perform multiple functions via the web, for example:

- Submit a support request;
- View the status of an existing support request;
- Maintain support contract contacts; and
- Access available releases for Firmware running on Covered System only.

Feature availability of the SunSpectrum Member Support Center may vary by country. Sun may make Service substitutions and modifications to the SunSpectrum Member Support Center at any time and without prior notice. Use of the SunSpectrum Member Support Center is subject to the SunSpectrum Member Support Center License Agreement.

SunSolve Online Program. Customer is granted 7x24 access to the SunSolve Online program for Customer's internal use only, for the benefit of Covered Systems only, subject to the terms and conditions of the SunSolve License Agreement. Customer will be required to register for an online account and to accept the SunSolve License Agreement online in order to access the SunSolve Online program. Customer agrees and acknowledges that such SunSolve License Agreement will govern Customer's access and use of the SunSolve Online program. Customer may use the SunSolve Online program only for the benefit of Covered Systems. The SunSolve Online program includes the following:

- access to information for the benefit of the Covered System only; and

- access to the Sun System Handbook, which provides the latest hardware support information for Sun's system products.

Services, and Support Notifications. Customer will receive periodic services and support notifications from Sun via electronic means or otherwise, as determined by Sun. All information will be provided in English.

Remote Diagnostic Analysis. Upon Customer's request, Sun will perform remote examination of known issues through a Customer-provided gateway and/or through the use of Sun technology.

2.4 Sun Learning Services

- SunSpectrum eLearning Library Plan. Sun will provide Customer access to select education modules from the SunSpectrum eLearning Library plan for training. Available training modules can be found at <http://www.sun.com/training/sunspectrum.html>.
- Sun Learning Service Credits. (See Note 3) Sun will designate and deliver a set of educational services designed to help improve employee technical competency during each twelve month period Customer's support contract is in effect. Each such set must be used within that twelve month period. These educational services will focus on understanding Customer's existing skills, assessing Customer's learning needs, and delivery of blended learning services that help address the identified needs. The educational services delivered may include any service from Sun's complete education portfolio (excludes Corporate Learning Pass. Additional local exclusions may apply.). The number of credits will be equal to 2% of the Customer's annual contract value up to a maximum of \$50,000 (or equivalent in local currency) in any 12 month period.

Note 3: Sun Learning Service credits will be delivered to Customer when its support contract meets an annual SunSpectrum plan contract value minimum. A support contract value is determined by calculating the net annual SunSpectrum plan contract value for all Covered Systems on one service contract. If Customer's support contract does not meet the annual minimum contract value, these educational services will not be provided. Customer may go to <http://www.sun.com/service/support/localinfo.html> to view the applicable contract value minimum or contact its Sun sales representative for more information.

3. Customer Responsibilities

Customer Access. Customer must designate a primary user who is responsible for access to the SunSpectrum Member Support Center for Customer's employees ("Access"). This responsibility can be delegated within the Customer organization to enable as many approvers as needed for Access to the SunSpectrum Member Support Center.

System Maintenance. Customer will perform prescribed system maintenance including, but not limited to, updating firmware and tracking proactive diagnostic information.

Return of Malfunctioning Parts. In the event that Sun sends a Replacement Part to Customer, unless Customer has an agreement with Sun which allows Customer to retain the malfunctioning part(s) (the "Malfunctioning Part(s)"), Customer will ensure that the Malfunctioning Part(s) being replaced are returned to Sun in accordance with all shipping instructions from Sun. In the event that Sun delivers a Replacement Part to Customer, Customer must have the Malfunctioning Part ready for immediate exchange upon delivery. All Malfunctioning Parts become Sun's property upon removal from Customer's site. Customer agrees to pay the published list price of a Replacement Part if Customer fails to return the corresponding Malfunctioning Part(s) to Sun. Sun may, in its sole

discretion, require a valid credit card or purchase order number to secure the return of Malfunctioning Parts.

Qualified Personnel. Customer will ensure that Contacts who place calls for support regarding Covered Systems are certified or trained on Covered Systems to diagnose and resolve Covered System malfunctions with reasonable direction by Sun.

Contract Information. If Sun is not able to obtain entitlement information through the registration process, at Sun's request, Customer will provide Sun with a valid Covered System support contract number, Covered System serial number, and any other information reasonably requested by Sun, in order to demonstrate service entitlement prior to service delivery.

Case Data. Customer will provide Sun with a reproducible test case or sufficient information to enable Sun to duplicate or replicate reported issues.

Remedial Actions. Customer will promptly implement any remedial actions suggested by Sun. Any issues arising out of Customer's failure to implement remedial actions may result in additional time and materials charges for resolution.

Service Reach. Customer will use Firmware Releases, Firmware Update releases, and other Service deliverables for the benefit of Covered Systems only. No license for any other use or application is granted and any other use or application is prohibited.

Implementation Files and Documentation. Customer will provide Sun with complete and properly structured implementation files and documentation if Sun determines in its sole discretion that such materials are required to provide the Service.

Registration.

- Using the Sun Connection Inventory Channel, Customer agrees to electronically register supported Sun products (hardware and software) and to transmit registration and inventory data to Sun, within a reasonable period of time not to exceed thirty (30) days from (i) Customer's receipt of the applicable product, (ii) initiation of the Service, or (iii) Sun's notification that a Sun product already in use by Customer has been added to the applicable product list, whichever is applicable. The current applicable product list is available at <http://www.sun.com/service/registration/>. The Sun Connection Inventory Channel service can be accessed at the following URL: <http://sunconnection.sun.com/inventory/>.
- Customer agrees and acknowledges that Customer's delay in registering supported Sun products and transmitting registration and inventory data to Sun as described above may result in Sun's delay or inability to perform the Service. Registration may require the installation of additional software on Customer's system. Information about installation requirements can be found at the following URL <http://sunconnection.sun.com/inventory/>.
- Sun will keep all information obtained from Customer via the registration process confidential, and will not disclose such information to any third party.
- The registration process may vary by country. Sun reserves the right to modify the method of registration, inventory, entitlement and service delivery as necessary.

4. Additional Provisions

Right to Reduce or Discontinue Support. It may become necessary as part of Sun's product lifecycle to reduce support levels or discontinue support according to Sun's then-current End Of Service Life Policy and, therefore, Sun reserves the right to reduce or discontinue support for Covered System 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>.

Limitations on Support. Sun has no obligation to provide Service for malfunctions caused by Customer's: (i) accident, neglect, misuse or modification of the Covered System; (ii) failure to follow Sun's installation and environmental recommendations; or (iii) failure to incorporate or implement any hardware or firmware update, or any workaround previously provided by Sun which would correct or mitigate the malfunction.

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 current agreement under which Customer may order products and services from Sun ("Agreement") or, if there is none and the Services are nevertheless delivered by Sun, the delivery of those Services will be governed by the Sun General Terms and its Purchasing Exhibit together with all applicable Appendices thereto. 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 or geography. 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: August 2008