

Installation: Sun Solaris Cluster Software Installation Service Venezuela

1 Scope

This service provides Customer with installation and configuration of Customer's Sun Solaris Cluster software ("Covered Software") running on a Covered System on two (2) or more nodes, as more fully described below ("Service"). As part of the Service, Sun will assess Customer's site to determine the Covered Software installation requirements, provide Customer with an Installation and Configuration Plan (as described in Section 2.1 below), install, configure and confirm the functionality of the Covered Software, and provide other deliverables as described in Section 2. Sun will make commercially reasonable efforts to provide the Service. Sun will use commercially reasonable efforts to provide this Service.

For the purposes of this service listing, (a) "Covered Software" is the binary software instance or instances of the Sun Solaris Cluster software for which Customer (i) has paid the applicable Service fee and (ii) has provided Sun the identifying and entitlement information as requested by Sun and in the manner specified by Sun; and (b) "Covered System" means a system for which Customer has (i) paid the applicable Service fee and (ii) provided to Sun the serial number and/or other identifying and entitlement information as requested by Sun and in the manner specified by Sun. All other software instances for Sun Solaris Cluster software and all other software packages are excluded from this Service.

2 Sun's Tasks and Deliverables

2.1 Installation Configuration Planning

Sun and Customer will determine and mutually agree upon software installation and configuration requirements of the Covered Software as set forth below, which Sun will document in a plan ("Installation and Configuration Plan").

- Installation and configuration of the Covered Software on the number of nodes for which the installation has been purchased.
- Ensure that the systems and storage which comprise the nodes onto which the Covered Software will be installed satisfy the System Requirements as laid down in <http://www.sun.com/software/solaris/clusters/specs.xml>.
- Determine the mirroring method for the shared storage.
- Determine if none/one/both of the following default Solaris Cluster Agents (which manage the availability of an application within the Covered Software) will be installed:
 - High Availability Network File System ("HA-NFS"),
 - High Availability Domain Name System ("HA-DNS")
- Installation of additional Solaris Cluster Agents is expressly excluded from this Service.
- Determine the appropriate selection of patches to suit Customer's specific needs ("Patch Baseline") from Sun's Enterprise Installation Services ("EIS") DVD ("EIS-DVD").
- The testing scenarios for the Covered Software will be documented in the "Test Procedures Plan" which will be provided together with the Installation and Configuration Plan.
- 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.

Note 1: All hardware and software related to or impacted by the Covered Software (the "System Environment") must be installed in accordance with Sun's quality standards. In the event that Sun determines that the System Environment has not been installed in accordance with Sun's quality standards, Sun may charge Customer on a time and materials basis for any work necessary to enable delivery of this Service.

Note 2: Customer will not modify the System Environment prior to system turnover. In the event Sun determines that: 1) Customer has modified the System Environment prior to system turnover; and 2) such modification has negatively impacted the Covered Software installation, Sun will charge Customer on a time and materials basis for any work necessary to complete this Service.

2.2 Installation Task Planning

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

2.3 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.

2.4 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:

- Apply patches provided in the EIS-DVD, that Sun determines at its sole discretion to be necessary for successful installation of the Covered Software.
- Install the Solaris Cluster Console Panel, including the Solaris Cluster GUI.
- Install and configure the Covered Software on the nodes.
- Install and configure the Solaris Cluster agent(s), as appropriate.
- Apply patches to the Covered Software as provided in the EIS-DVD.
- Carry out the mirroring for the shared storage.

2.5 Installation Assessment

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

- Run Sun's Explorer Data Collector software on each node running the Covered Software and evaluate the results at Customer's site with Sun software tools from the EIS-DVD.
- Run other tests according to the Test Procedures Plan on the Covered Software that Sun in its sole discretion deems necessary to determine that the Covered Software is installed and configured according to the Installation and Configuration Plan.

2.6 System Turnover

After Sun has installed and configured the Covered Software 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 Software. Sun will also provide Customer with Covered Software 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.
- **Safety in Workplace Conditions.** Customer will comply with all applicable laws related to health and safety in workplace conditions including, but not limited to, disabling fire systems and providing adequate oxygen levels in data centers if or while Sun personnel is present.
- **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. This includes without limitation, information about system naming, Solaris installation, network connectivity and configuration, Boot Disk layout and possible mirroring.
- **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 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.
- **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.

- **Cable Installation.** Sun will connect the Covered System to Customer's servers, storage array systems or network switches (collectively, "Attached Devices") with either fibre, serial, SCSI or Ethernet cables ("Cables"), as applicable at Customer's site in Sun's sole discretion subject to the following conditions:
 - Customer must provide all necessary Sun-approved Cables prior to the commencement of the Service;
 - All Attached Devices must, in Sun's sole discretion, be located within a reasonable proximity of the Covered System;
 - 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 except in limited circumstances in Sun's sole discretion;
 - Under-floor Cables will only be installed in a raised-floor environment;
 - Sun will not install Cables that must, in Sun's sole discretion, pass through ceilings or walls; and
 - Building construction work of any kind is expressly excluded from this Service.

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.

- **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 refers to the party entitled to receive the Services.

Last Revised: October 2009