

## *Sun Java Studio Creator Software Development Support*

### **United States**

#### **1. Scope**

This Service provides developers (“Customer”) with support by e-mail only, for Java Studio Creator software development problems, and other deliverables, as described in Section 2, below. Unless otherwise specifically specified by Sun, support is provided only in the English language.

#### **2. Tasks and Deliverables**

- **E-Mail Support.** In order to obtain support, Customer must access the developer Web Portal, and complete the Web form available there, including contact information, environment information, and description of the question or problem. Access to this form is subject to previous entitlement, through the appropriate-level subscription to Sun Developer Network. Sun will then provide the customer with an initial or final response within two (2) business days. Sun may not be able to, and has the right to elect not to, resolve all issues or problems you or the software might have.
- **Web Forums.** Time, workload, and staffing levels permitting, and if Sun in the exercise of its sole judgment so elects, Sun will participate in the Java Studio Creator Web forum, accessible from the developer Web portal.
- **Sun-Supported Software Enhancement Releases.** For a period of one (1) year from the original purchase date, unless otherwise specified by Sun, Customer will be entitled to periodic delivery of one (1) copy of enhancement releases for Java Studio Creator as they become generally available. At Sun's election, releases may be shipped, made available for download via the Sun Download Center, or delivered via any other method specified by Sun.
- **Patches and Maintenance Release Access.** For a period of one (1) year from the initial date of purchase, unless otherwise specified by Sun, Customer will have access to software patches and maintenance releases for Java Studio Creator, as they become generally available. At Sun's election, releases and patches may be shipped, made available for download via the Sun Download Center, or delivered via any other method specified by Sun.

#### **3. Customer Responsibilities**

- Customer must provide Sun with a valid Sun Developer Network ID and Java Studio Creator serial number in order to demonstrate service entitlement prior to service delivery.
- Customer must provide Sun with required information, including but not limited to name and contact information; operating system and version of Java Studio Creator;

and detailed explanation of the problem or issue, prior to service delivery.

This service is provided “as is” and “with all faults”. No warranty is provided. Sun specifically disclaims the implied warranties of title, merchantability, and fitness for a particular purpose. In no event shall Sun be liable for any direct, indirect, special, incidental, consequential, or punitive damages.

In the event that the 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 the 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 the Customer has an Agreement with Sun and has received an Order Confirmation from Sun accepting the 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. 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.

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