

**Java Platform Standard Edition and Java Platform Standard Edition for Business
PremiumPLUS Service Plan
Australia**

1. Scope

This service provides Customer with software support and maintenance and other deliverables as set forth in Section 2, below, for the Java Platform Standard Edition and Java Platform Standard Edition for Business (collectively, "Covered Software") and their Release Families, Standard Updates and Standard Revisions and Retirement Updates and Retirement Revisions (all defined below) (the "Service"). For purposes of this Service List, "Release Family" means a major release of the Covered Software (i.e. a full number release, not a dot release). "Standard Updates" are Covered Software releases Sun in its discretion creates between 3-4 times per year for the most current Release Family, and 1-2 times per year for older Release Families, which contain the cumulative set of high priority bug fixes as well as alterations or enhancements. "Standard Revisions" are updates to the most recent Standard Updates that Sun creates in its discretion between 1-2 times per month for the older (non-current) Release Families of the Covered Software, which contain the cumulative set of high priority bug fixes. Retirement Updates and Retirement Revisions are created at Sun's sole discretion to provide critical fixes for existing deployments of Release Families that are in their Retirement Support Phase, which is the time window between the End of Life (EOL) and the End of Service Life (EOSL) for the Release Families as described in Section 4, below. Sun will use commercially reasonable efforts to provide the Service.

Limitations: This Service does not include any support of Customer's end users or distributors, and is separate from any other support agreement that Customer may have with Sun.

2. Sun's Tasks and Deliverables

2.1 Maintenance Assistance

- **Support.** "Covered Software" is the binary software instance or instances of the named Java platform for which Customer has paid the applicable fee in connection with this Service. Any other software instances for the Java platform or any other software packages are excluded from this Service. The Service includes support for errors that are based on malfunction of Covered Software, including the documented behavior of Application Programming Interfaces ("API's") that might be part of the Covered Software. Errors caused by other software code are excluded. The following outlines the support provided:
 - Online and telephone Support for all Covered Software malfunctions twenty-four (24) hours per day, seven (7) days per week, including public holidays.
 - Customer can request support by accessing the Online Support Center at www.sun.com/service/online and/or by telephone through local access phone numbers

located here: <http://www.sun.com/contact/support.jsp>. Online support may not be available for all Covered Software or in all locations.

- **Customer-Defined Priority And Response Time.** Customer may designate up to three (3) qualified Development and/or Support Engineers (defined in Section 3, below) as "Contacts" for each eight-hour shift. Additional charges may apply in the event that Customer requests designation of additional Contacts. 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 Software is not operational. Priority 1 calls may include, but are not limited to:
 - software/application hang (unable to save work in progress);
 - software/application functionality failure causes data losses;
 - mission-critical software/application malfunction causes 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 Software is not operating with full capability but is still operational. Priority 2 calls may include, but are not limited to:
 - impaired or broken functionality with significant impact to applications;
 - frequent software/application failure, but no data loss;
 - serious but predictable management system failure; and
 - significant software/application performance degradation.
 - **Priority 2 Response.** An engineer will respond to Customer's request for support within two (2) hours of receiving the request..
 - **Priority 3 - System Operation Normal.** Covered Software is up and running with limited or no significant impact. Priority 3 calls may include, but are not limited to:
 - bugs which cause limited or no direct impact to performance and functionality;
 - request to replace a bug work-around;
 - limited impact defective functionality; and
 - software performance support questions.
 - **Priority 3 Response.** An engineer will respond to Customer's request for support within four (4) hours of receiving the request..
- **Accelerated Access to a Product Expert.** After the Customer has performed complete basic trouble shooting, Customer may request, subject to Sun's concurrence, that Sun escalate Customer's request to a designated product expert with sufficient expertise to analyze technical errors and possibly identify product bugs, even if no prior knowledge of such a bug exists ("Preferred Contact"). If Customer's Preferred Contact is unavailable, another product expert will assist Customer.
- **Action Plan.** For Priority 1 error(s), Customer may request that Sun document the steps Sun intends to take to address the error(s) ("Action Plan"), which may include any of the following in Sun's sole discretion: (i) a description of the Error, (ii) confirmation (when

reasonably possible) that Sun has reproduced the Error, (iii) status of addressing the Error, (iv) actions required for the Error Correction, (v) a description of the cause of the Error and the requirements for an Error Correction, (vi) the name and contact information of the engineer who will provide the Action Plan, and (vii) an estimated schedule for implementing the actions required to provide the error correction.

- **Developer Support.** Online programming how to help, best practices, workarounds, sanity checks support for Covered Software twenty-four (24) hours per day, seven (7) days per week, including public holidays. A support engineer is usually assigned to the issue within one (1) business day. Customer can request support by providing Sun with sufficient information on Sun's web form located at https://www2.sun.de/dct/forms/reg_us_0210_826_0.jsp and submitting it via the Internet. English language only.
- **Compatibility Assurance.** This Service extends support to include errors that are based on an incompatibility across the latest Standard Update or Standard Revision, of a Release Family for the Covered Software on Qualified Configurations (defined in Section 3, below), except where the error is the result of an intentional change to the Covered Software by Sun intended to ensure the overall completeness, compatibility to the platform specification, and security of the Covered Software.
- **Availability.** Unless otherwise specified by Sun, Customer will be entitled to receive each Release Family, Standard Update, Standard Revision, Retirement Update, Retirement Revision and associated documentation, at such time, if any, as they are made commercially available via electronic download.
- **General Availability of Error Corrections.** Upon verification from a Sun Customer that an error correction provided as part of this Service is functional, Sun will use commercially reasonable efforts to make that error correction available in the next available Standard Update, Standard Revision, Retirement Update, or Retirement Revision of the Release Family of the Covered Software.
- **Interoperability Support**

Sun Vendor Integration Program (SunVIP Program). Customer will receive interoperability assistance through a predefined mutual call-handling procedure and problem management process between Sun and participating cooperative support vendors. The call management process consists of Sun working collaboratively with a participating third party vendor to perform troubleshooting and fault isolation of a Customer interoperability issue. The SunVIP Program is only available for Sun-designated third-party products for which Customer maintains a valid service contract with the third party entitling Customer to hours of coverage and response times equivalent to those set forth in Section 2.1, above. Customer may go to <http://www.sun.com/service/sunvip/> to view cooperative support vendors or contact a Sun sales representative for more information.

Technical Support Alliance Network (TSANet). Provided Customer is a member of

TSANet, Customer will receive interoperability assistance through this worldwide, multi-vendor alliance and vendor neutral cooperative support community. Customer's entitlement for support and hours of support coverage are based on Customer's membership terms with TSANet.

Joint Escalation Centers (JEC). Customers may access the JEC vendor integration program which links engineers from Sun and other participating companies in an effort to address complex interoperability errors that involve the companies' products. The Joint Escalation Center Program is only available for Sun-designated third-party products for which Customer maintains a valid service contract with the third party entitling Customer to hours of coverage and response times equivalent to those set forth in Section 2.1, above.

- **Third Party Products.** Customer acknowledges that aside from the call management support provided under the foregoing Sun-authorized cooperative support programs, Sun is not responsible for support (including any error corrections, bug fixes, workarounds, spare parts, or any other type of software, hardware, or documentation corrections) for any products other than the Covered Software. Sun reserves the right to modify the third-party products eligible for call management services under the foregoing Sun-authorized cooperative support programs at any time.

2.2 Connected Services

- **Online Support Center Access.** Customer will receive access to the Online Support Center, which access may be used for the benefit of Covered Software 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;
 - update software registration information; and
 - obtain selected software update releases and revisions for Covered Software

Feature availability may vary by country. Sun may make service substitutions and modifications to the Online Support Center at any time. Use of the Online Support Center is subject to the Terms of Use located at www.sun.com.

- **SunSolve Online** Customer is granted 7x24 access to SunSolve Online for Customer's internal use only, which access may be used for the benefit of Covered Software only, subject to the license terms of the SunSolve License Agreement. SunSolve Online provides access to both the SunSolve Knowledge Database and the SunSolve Patch Database. SunSolve Online includes the following:
 - informational articles and reference guides to help sustain and improve Covered Software performance;
 - access to software bug information for Covered Software;

- software error corrections for Covered Software;
- SunSolve Early Notifier service, which allows Customer to request to be notified when a SunSolve document is revised or updated.
- **Services, Support, and Software Notifications.** Customer will receive periodic services, support and software notifications from Sun via electronic means or otherwise, as determined by Sun. All information will be provided in English.

3. Customer Responsibilities

- **Integration and Testing.** Customer will conduct proper integration and testing of software applications prior to using Covered Software. Specifically, testing should include stress, volume, end to end, and functional testing. The configuration of the testing environment should be identical to that of the applicable Covered Software and Sun supported hardware environment.
- **System Maintenance.** Customer will perform prescribed system maintenance, including but not limited to, installing error corrections, updating software or firmware, maintaining file systems, and tracking proactive diagnostic information.
- **Qualified Personnel.** Customer will ensure Contacts who place calls for support regarding Covered Software are certified or trained on Covered Software to diagnose and resolve Covered Software malfunctions with direction by Sun (“Development and/or Support Engineers”). Contacts who place calls for support regarding the Solaris Operating System or for software running on the Solaris platform are Certified Solaris Administrators (minimum levels I and II) or must be otherwise qualified.
- **Contract Information.** Customer will provide Sun with a valid Covered Software support contract number, Covered Software product identification code, 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 errors. Covered Software may not be supported by Sun on all hardware or software platforms or Sun may not be able to duplicate or replicate the error on all platforms and, therefore, it is Customer's responsibility to determine prior to purchase whether the software is supported by Sun on Customer's platform.
- **Remedial Actions.** Customer will promptly implement any remedial actions suggested by Sun. Software errors 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 error corrections, new product deliverables, and other Service deliverables with Customer's Covered Software only. No license for any other use or application is granted and any other use or application is prohibited.
- **Interoperability Support.** For Sun software on non-Sun platforms the following additional Customer responsibilities and limitations apply:
 - Sun will make commercially reasonable efforts to (i) diagnose errors with Covered Software on non-Sun hardware or software ("Non-Sun Platform") and (ii) determine whether the error is caused by the Covered Software or by the Non-Sun Platform.
 - Only configurations listed in the release notes or product description of the Covered

Software or on Sun web sites related to the Covered Software are supported ("Qualified Configurations").

- The Covered Software installed is unmodified as shipped from Sun, having had only error corrections provided by Sun and vendor-specific drivers applied.
- This Service only covers Covered Software errors that can be reproduced on original Sun platforms or reference platforms for qualified configurations sold by Sun ("Sun Platforms"). This Service does not cover errors with non-Sun systems with Sun UltraSPARC processor. If Sun cannot reproduce the error on Sun Platforms it is at Sun's sole option whether to provide additional support and to ask Customer to send in its platform for further investigation.
- If Sun determines the error is in the Covered Software, Sun will continue to provide support in the same fashion and with the same limitations as if the Covered Software were running on a Sun Platform.
- **Registration.**
 - (a) 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/>.
 - (b) 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/>.
 - (c) Sun will keep all information obtained from Customer via the registration process confidential, and will not disclose such information to any third party.
 - (d) 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

- Sun will use commercially reasonable efforts to resolve Customer's service request. However, there are service requests for which a resolution will not be reasonably possible.
- **Limitations on Support.** Sun has no obligation to provide support for errors caused, in Sun's reasonable discretion, by Customer's: (i) accident, neglect, misuse or modification of the Covered Software; (ii) failure to follow installation environment recommendations; (iii) use of the Covered Software on any systems other than those hardware and software platforms supported by Sun with respect to the Covered Software; or (iv) failure to

incorporate or implement any patch, maintenance release, or workaround previously provided by Sun which would correct or mitigate the error(s).

- **Right to 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 Schedule. Sun's End Of Service Life Policy is posted on Sun's web pages. Support for specific versions of Covered Software will follow the End Of Life ("EOL") schedule as set forth in the Java Platform Standard Edition and the Java SE for Business End of Service Life Policy located at <http://java.sun.com/products/archive/eol.policy.html>.
- **Additional Fee Services.** For an additional fee, Customer may purchase the following additional services, where available:
 - **Additional Contacts.** Customer may designate suitably qualified employees, subject to Sun's concurrence, as additional Contacts.
 - **Service Account Manager.** Sun will assign a part time/assigned or full time/dedicated account manager ("Sun Account Manager"). The Sun Account Manager may provide available information on known bugs, potential Covered Software errors, and currently available error corrections. Upon Customer's request, the Sun Account Manager will provide a semi-annual account review of Customer's Service activity and requirements. The Sun Account Manager's services are provided during Sun's normal local business hours, excluding public holidays.
 - **Dedicated Technical Support Engineer.** Sun will assign an engineer to assist as a technical resource with knowledge of Covered Software to manage errors ("Dedicated Technical Support Engineer"). The Dedicated Technical Support Engineer's services are provided during Sun's normal local business hours, excluding public holidays.
 - **Custom Revisions.** Provided Customer has purchased and is entitled to receive the Service, Customer may request that Sun provide a custom resolution to a Covered Software malfunction ("Custom Revision"). Custom Revisions may be requested for any previously released Update or Revision of the Covered Software. Sun will use commercially reasonable efforts to provide a Custom Revision for an additional fee.

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.

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