

## Sun Software PremiumPLUS Java Multiplatform Service Plan - Austria

### 1. Scope

This Service provides Customer with support for J2SE or J2ME Java Runtime Environment (JRE) platforms supported by Sun, including at a minimum those listed in Attachment A-1 ("Supported Product(s) and Technology(ies)"). If and when Sun commences support for additional platforms, they will be added to the Supported Product(s) and Technology(ies) list, and Customer will then be able to use them from the effective date forward with no additional fees. This Service is distinct and separate from any other support arrangement Sun may have with Customer for direct or cooperative support of Customer and/or Customer's End User(s) or Distributor(s).

### 2. Tasks and Deliverables

#### 2.1 Maintenance Services, Coverage Hours and Response Times

- **Maintenance Assistance.** "Covered Software" is that software for which Customer has purchased this Service. The Service includes support for problems and issues that are based on malfunction or malconfiguration of Covered Software ("Support"), including the documented behavior of interfaces (API's) that might be part of the software product. Problems and issues caused by other software code are excluded, i. e. no developer support is provided under this Service. The following outlines the support provided:
  - Online and telephone Support for all Covered Software problems 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](http://www.sun.com/service/online) and/or by telephone through local access phone numbers. 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 - Urgent (software unusable) - Live transfer of service request.
  - Priority 2 - Serious (software seriously impaired) - Response within an average of two (2) hours of service request.
  - Priority 3 - Not Critical - Response within an average of four (4) hours of service request.

- **Accelerated access to a Level 3 Engineer**, if complete basic trouble shooting has been done by the customer, as follows:
  - On request from the Customer, the Customer facing engineer working on the support request can immediately escalate to access Level 3 expertise; or,
  - A Preferred Contact within the Level 3 engineer group will be designated for Customer.

"Preferred" Contact means a designated Level 3 engineer who will address service requests from a specific customer after they have been escalated to Level 3. If the Preferred Contact is unavailable for any reason, Sun will assign another Level 3 engineer to support Customer. "Level 3 Engineer" is a product expert, able to analyze and troubleshoot technical problems and identify product bugs, even - and especially - if no prior knowledge exists of such a bug.

- **Emergency Software Fixes.** At Sun's sole discretion, emergency software fixes ("Emergency Software Fixes") may be provided to Customer by Sun in order to address an issue experienced by Customer's End User or Distributor using the Supported Product(s) and Technology(ies). Such Emergency Software Fixes are not to be made generally available. Customer may provide a Emergency Software Fix only to its specific End User or Distributor that has reported the issue for which the Emergency Software Fix has been created. However, as a condition precedent to Sun's obligation to deliver any such Emergency Software Fix, Customer must have made reasonable efforts to (a) to ensure such End User/Distributor does not distribute or transfer such Emergency Software Fix to any other party or use it in any way other than as authorized by Sun, (b) ensure such End User/Distributor upgrades to the next version of the Supported Product(s) and Technology(ies) containing the Emergency Software Fix (or otherwise overcomes or obviates the problem for which the Emergency Software Fix was provided) immediately upon it being publicly available by Sun (c) recommend that the End User/Distributor run the Emergency Software Fix first in a pre-production environment and (d) inform such End User/Distributor that no support will be provided for such Emergency Software Fix after the next release (Major Release or Minor Release or Update Release) has become generally available. Customer may distribute the Emergency Software Fix as described above if and only if Customer agrees that (i) Customer will distribute the Emergency Software Fix complete and unmodified and only for the purpose of running Customer's Products, (ii) Customer will not distribute additional software intended to replace any component(s) of the Emergency Software Fixes, (iii) Customer will not remove or alter any proprietary legends or notices contained in the Supported Products and Technologies or the Emergency Software Fixes, (iv) Customer will only distribute the Emergency Software Fixes pursuant to a license agreement that protects Sun's interests consistent with the terms contained in this document and the Agreement, and (v) Customer agrees to indemnify Sun and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expenses (including attorneys' fees) incurred in connection with any claim, lawsuit or action by any third party (except a third party claiming to be the rightful owner of intellectual property rights infringed by Sun's J2SE binary code, Emergency Software

Fix, or work-around) that arises or results from the use or distribution of any Customer Products and/or Emergency Software Fixes.

- **Action Plan.** Customer may request an Action Plan on a Priority 1 basis. The Action Plan shall include the steps Sun intends to take to address an Incident and may include any of the following: (i) a description of the Error, (ii) confirmation (when possible) that Sun has reproduced the Error, (iii) status of the Error, (iv) actions required for the Error Correction, (v) a step-by-step outline citing the cause of the Error and the requirements for an Error Correction, (vi) name of personnel who will carry out the action plan together with their telephone number and contact information, (vii) completion dates for the action plan, (viii) the planned date for the Error Correction to be implemented, and (ix) the dates for the conference calls to review progress under the action plan.
- **Interoperability Support Features**

**Sun Vendor Integration Program (SunVIP[SM] Program).** Customer will receive multi-vendor software call management support for approved third-party software products (as designated by Sun from time to time). Multi-vendor software call management support consists of Sun working cooperatively with a third party vendor to perform troubleshooting and fault isolation of a Customer problem. In the event that the problem is the result of the third-party software product, Sun will transfer Customer's service request directly to the third party vendor. 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.

**TSANet (Technical Support Alliance Network).** TSANet is a worldwide, multi-vendor alliance, and vendor neutral cooperative support community. TSANet is one option for interoperability support that is available to Customer, providing they are also a TSANet member. TSANet entitlement for support and their hours of support coverage are based on the type of TSANet agreement a company has.

**Joint Escalation Centers.** Customers may use the JEC vendor integration program which co-locates/alias links senior engineers, equipped with cross product training, lab access, and close working relationships, from participating companies and Sun, into engagement centers to resolve complex, interoperability problems that involve the companies' products. By pooling support expertise and having singular management responsibility for all deferred problems, the JEC can accelerate problem resolution for joint customers of the participating companies. 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.

## 2.2 Software Releases and Patches

- **Software Enhancement Releases.** Unless otherwise specified by Sun, Customer will be entitled to receive each enhancement release for Covered Software, at such time, if

any, as they are made commercially available. Enhancement releases and software documentation will be made available via electronic download.

- **Patches and Maintenance Release Access.** Unless otherwise specified by Sun, Customer will be entitled to receive patches and maintenance releases for Covered Software, as such are made commercially available. Patches and maintenance releases will be made available via electronic download.

### 2.3 Connected Services

- **Online Support Center Access.** Customer will receive access to the Online Support Center, which access may be used for Covered Software only, which allows 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 licenses;
  - obtain selected software updates.

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 sun.com Terms of Use.

- **SunSolve[SM] Online** Customer is granted 7x24 access to SunSolve Online, which access may be used for Covered Software only, for Customer's internal use only, subject to the license terms in Customer's Agreement with Sun and any additional agreements entered into between Sun and Customer for the use of SunSolve Online. SunSolve Online provides access to both the SunSolve Knowledge Database and the SunSolve Patch Database. SunSolve Online includes the following:
  - informational articles, reference guides and technical documents to help sustain and improve functionality, availability and system performance;
  - help desk support articles, bug and patch reports with information for troubleshooting previously identified hardware and software issues;
  - software patches for Sun-supported software products;
  - SunSolve EarlyNotifier[SM] 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. All information will be provided in English.

**Additional Fee Services.** For an additional fee, Customer may purchase the following additional services, where available:

- **Additional Contacts.** Customer may designate suitably qualified employees as additional Contacts.
- **Service Account Manager.** Sun will assign a Sun Account Manager (part time/assigned or full time/dedicated positions available). The Sun Account Manager may also provide available information on known bugs, potential system problems, and currently available patches. The Sun Account Manager will provide a semi-annual account review of Customer's service activity and requirements as requested by Customer. These services are provided during Sun's normal local business hours, excluding public holidays.
- **Dedicated Technical Support Engineer.** Sun will assign a Dedicated Technical Support Engineer to assist as a technical resource with knowledge of the customer's environment to manage support problems and issues. These services are provided during Sun's normal local business hours, excluding public holidays.

### **3. Customer Responsibilities**

- 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.
- Perform prescribed system maintenance, including but not limited to, installing patches, updating software or firmware, maintaining file systems, and tracking proactive diagnostic information.
- Ensure 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 by Sun to diagnose and resolve Covered Software malfunctions with direction by Sun.
- 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.
- Provide Sun with sufficient information to enable Sun to duplicate or replicate reported problems. 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 problem 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.
- Promptly implement any remedial actions suggested by Sun. Software issues arising out

of Customer's failure to implement remedial actions may result in additional time and materials charges for resolution.

- Use patches, new product deliverables, and other service deliverables which may be provided, with Customer's Covered Software only. No license for any other use or application is granted and any other use or application is prohibited.
- For Sun software on non-Sun platforms the following additional customer responsibilities and limitations apply:

Sun will diagnose problems with Covered Software on a non-Sun Platform (non-Sun hardware, non-Sun operating systems, or other non-Sun software that is underlying Software, i.e., middleware) and determine whether it is caused by the supported software or by the unsupported non-Sun Platform.

The following conditions are applicable in determining support obligations from Sun:

- Only qualified configurations as listed in the release notes/product description or on the product specific Sun web sites are supported.
- The Software installed is unmodified as shipped from Sun, having had only Software patches provided by Sun and vendor-specific drivers applied.
- Sun works only on problem resolution if the problem can be reproduced on original Sun platforms (i.e., Sun sold platforms, not non-Sun systems with Sun UltraSPARC® processor) or on Sun's reference platforms for the qualified configurations. If Sun cannot reproduce the problem on these platforms it is at Sun's sole option whether to provide additional support and to ask the customer to send in its platform for further investigation.

If Sun determines the problem is in the supported software, Sun will continue to provide support and possible resolution of the problem in the same fashion and with the same limitations as if the software were running on a Sun platform or on a Sun reference platform.

- Sun will use commercially reasonable efforts to resolve Customer's service request. However, there are service requests for which a resolution will not be reasonable possible.
- Sun has no obligation to provide service for problems caused by Customer's: (i) accident, neglect, misuse or modification of the software; (ii) failure to follow installation environment recommendations; (iii) use of the 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 problem(s).

Customer acknowledges that aside from the call management support provided under the

SunVIP Program (or another Sun-authorized cooperative support program), Sun is not responsible for support (including any error corrections, patches, 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 SunVIP program or any other Sun-authorized cooperative support program at any time.

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 agreement which has been most recently entered into by the parties and under which 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 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. 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: July 2005

Attachment A-1 Supported Product(s) and Technology(ies):

See <http://java.sun.com/j2se/1.4.2/system-configurations.html>