

Sun Software Premium Support - United States

1. Scope

This Service provides Customer with 7x24 online and telephone support for software problems and other deliverables, as described in Section 2, below.

2. Tasks and Deliverables

2.1 Maintenance Services, Coverage Hours and Response Times

- **Maintenance Assistance.** Online and telephone support for all supported software ("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 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) of its suitably qualified System Administrators (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 support priority. Contacts will define the problem priority 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.
- **Sun Vendor Integration Program (SunVIP[SM] Program).** Customer will receive multi-vendor software call management for approved third-party software products (as designated by Sun from time to time). Multi-vendor software call management 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 Sun VIP 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 E-services

- **Software Enhancement Releases.** Unless otherwise specified by Sun, Customer will

be entitled to receive each enhancement release for the 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 all Sun-supported software, as such are made commercially available. Patches and maintenance releases will be made available via electronic download.
- **Online Support Center Access.** Unless otherwise specified by Sun and subject to local availability, Customer will receive access to the Online Support Center, which allows Customer to perform multiple functions via the web, including:
 - Submitting a support request
 - Viewing the status of an existing support request
 - Maintaining support contract Contacts
 - Obtaining selected software updates.

Feature availability may vary by country. The Online Support Center offerings are continually evolving. Sun may make service substitutions and modifications to the Online Support Center at any time that do not cause a material adverse effect in overall service performance.

- **SunSolve[SM] Online Knowledge Database License.** Customer is granted 7x24 access to SunSolve Online 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;
 - Sun[SM] Alert service, which provides Customer with early notification about known issues relating to availability, data loss or security.

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. and to assist Customer in the successful planning, installation, configuration and deployment of Sun's software products. These services are provided during Sun's normal local business hours, excluding public holidays.

3. Customer Responsibilities

- Contacts who place calls for support regarding the Solaris[™] Operating Environment or for software running on the Solaris platform must be Certified Solaris Administrators (minimum levels I and II) or must be otherwise qualified by Sun to diagnose and resolve Covered System malfunctions with direction by Sun.
- 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 will conduct proper integration and testing of software applications prior to using the 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 Sun supported hardware and software environment.
- Customer must provide Sun with sufficient information to enable Sun to duplicate or replicate reported problems. The 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.
- Sun will use commercially reasonable efforts to resolve Customer's service request. However, there are service requests for which a resolution will not be possible.

- Customer acknowledges that Contacts are required to provide Sun with a valid support contract number, and any other information reasonably requested by Sun, in order to demonstrate service entitlement prior to service delivery.
- Customer will promptly implement any remedial actions suggested by Sun. System issues arising out of Customer's failure to implement remedial actions may result in additional time and materials charges for repairs.
- Customer will comply with Sun requests to perform prescribed system maintenance, including but not limited to patch updates, firmware updates, file system maintenance, and provision of proactive diagnostic information.
- For Sun Linux software, the following additional customer responsibilities and limitations apply:
 - Only the compiled binary versions of the kernel and core systems software provided with an authorized Sun Linux distribution will be supported by Sun under this Service.
 - In order to receive technical support from Sun for Sun Linux, Customers must obtain patches and upgrades to the Sun Linux operating system and all associated software from Sun.
 - The Service does not include support required due to unauthorized upgrade or replacement of components of the Sun Linux operating system.
 - In the event that Customer adds functionality to the Sun Linux operating system through the use of dynamic plug-in modules written for the kernel or other core system software, the following additional requirements will apply: (1) Sun will support the plug in module so long as it is distributed by Sun and does not require replacement of existing binaries in order to run; (2) Sun may disable such plug-in modules in order to diagnose or resolve Customer's support request.

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.