

**Java Platform Standard Edition and Java Platform Standard Edition for Business
Standard Service Plan
Canada**

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 and Standard Updates (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, rather than a dot release). "Standard Updates" are Covered Software releases that Sun in its sole discretion may create 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 error corrections as well as modifications or enhancements. 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.** 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 as part of the Service:
 - Online and/or telephone support for all Covered Software malfunctions twelve (12) hours per day, five (5) 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 loss or renders system unusable;
 - mission-critical software/application malfunction causes restart, hang, or suspend; and
 - a security breach vulnerability is identified.
- **Priority 1 Response.** An engineer will respond to Customer's request for support within four (4) hours of Sun's receipt of Customer's request.
 - **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 eight (8) hours of Sun's receipt of Customer's 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 twenty-four (24) hours of Sun's receipt of Customer's request.
- **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 an 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 support for programming how-to-help, programming best practices and workarounds, and assistance with code review for Covered Software twenty-four (24) hours per day, seven (7) days per week, including public holidays. A support engineer is generally assigned to Customer's request for support 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. Support is provided in the English language only.
 - **Compatibility Assurance.** This Service provides support for errors caused by a binary incompatibility (i) between a previous version and the current version of the Standard Update of a Release Family; (ii) across Release Families; and (iii) between Java SE and

Java SE for Business. Specifically excluded from this Service is support for, in Sun's sole discretion, errors resulting from Sun's modifications to the Covered Software designed to make the Covered Software compatible with the Java SE platform specification or to improve the security of the Covered Software.

- **Availability.** Unless otherwise specified by Sun, Customer will be entitled to receive each Release Family, Standard Updates 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 Customer in writing that an error correction provided as part of this Service has been tested by Customer and is functional, Sun will use commercially reasonable efforts to make that error correction available in the next available Standard Update 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 provide 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 or

updates) for any products other than the Covered Software. Sun reserves the right to modify the list of third-party products eligible for call management services under the foregoing Sun-authorized cooperative support programs at any time.

2.2 Connected Services

- **SunSpectrum Member Support Center.** Customer will receive access to applicable resources in the SunSpectrum Member Support Center, which access may be used for Covered Software. Such access will allow Customer to perform multiple functions via the Internet, for example:
 - submit a support request;
 - view the status of an existing support request;
 - maintain support contract contacts;
 - update software registration information;
 - obtain selected updates for Covered Software;
 - access available releases for Embedded Software and Software Components running on Covered System only;
 - access the SunSolve patch library and bug information; and
 - access the Sun knowledge database.
- Feature availability may vary by country. Sun may make Service substitutions and modifications to the SunSpectrum Member Support Center at any time and without prior notice. Use of the SunSpectrum Member Support Center is subject to the SunSpectrum Member Support Center License Agreement.
- **SunSolve Online Program.** Customer is granted 7x24 access to SunSolve Online for Customer's internal use and for the benefit of Covered Software only subject to the license terms of the SunSolve License Agreement. Customer will be required to register for an online account and to accept the SunSolve License Agreement online in order to access the SunSolve database. Customer agrees and acknowledges that such SunSolve License Agreement will govern Customer's access to and use of the SunSolve database. SunSolve Online includes the following:
 - Informational articles, reference guides and technical documents to help sustain and improve functionality, availability and system performance of Sun products;
 - Help desk support articles, bug and software update (patch) reports with information for troubleshooting previously identified Sun hardware and software issues;
 - Software updates for Covered Software; For Solaris OS, Covered Software must be running on Covered System only.
- **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 from Sun.
- **Contract Information.** If Sun is not able to obtain entitlement information through the registration process, at Sun's request 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 Sun providing the Service.
- **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 and/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.
- **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 provide 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 Reduce or 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 at: <http://www.sun.com/service/eosl>. 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 designated account manager ("Sun Account Manager"). The Sun Account Manager may provide available information on known errors, 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. For information regarding Sun's local business hours, Customer may go to

<http://www.sun.com/service/support/localinfo.html> or contact a Sun sales representative.

- **Interoperability Support.** For Sun software on non-Sun platforms the following additional 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, in its sole discretion, 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 must be 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 containing Sun's UltraSPARC processor. If Sun cannot reproduce the error on Sun Platforms it is at Sun's sole discretion whether to provide additional support and/or 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.

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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