

Ordering Policies and Guidelines

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Reseller Price List: This price list is used by Resellers who purchase Sun products, including OEMs (see OEM Product List, page 4, for additional OEM T's & C's), CSIs, VARs, and NVADs. Agreements are required for all Sun Resellers; consult your Sun sales representative for details.

Order Processing: All orders are subject to the review and acceptance procedures of Sun Microsystems, Inc. ("Sun"). To ensure prompt processing of orders, customers should:

- (a) request an order shipment date
- (b) submit a signed purchase order directly to their Sun sales representative
- (c) maintain satisfactory credit arrangements with Sun
- (d) verify the accuracy of the order

Products/Prices: All products and prices are subject to change at Sun's discretion. Prices are list prices and do not include tax, freight, or maintenance. The configuration information contained in this price list is believed to be accurate as of the date of issue. The list may not contain enough information to configure correctly every conceivable configuration possibility. Customers should, whenever possible, request a sales quotation from Sun that has been validated by Sun's configuration checking applications prior to placing their orders.

Annual Volume Commitment: Resellers must commit to an aggregate volume of purchases on an annual basis as stipulated in their agreements.

Discount Schedule: Resellers are offered discounts based on the appropriate channel discount schedule.

General Product Information: "Order Number" designates a Sun standard product line item. "Description" provides general information about the item. See individual product datasheets for complete descriptions.

Order Minimum: All Resellers must purchase a minimum of \$500 (net of discount) per order.

Ordering Locations: Resellers may order from multiple locations as specified in their agreements.

Payment Terms: Net 30 days.

Shipping Terms: F.O.B. Sun shipping point.

Order Rescheduling/Cancellation: Resellers may cancel or reschedule a purchase order; however, they will pay a fee for doing so. The fee is based on a percentage of the list price (excluding freight and tax) and is charged on the following basis:

<i>Reschedule or Cancellation Notice Is Received</i>	<i>Reschedule/Cancellation Charge</i>
46-75 days prior to scheduled delivery date	5% of product list price or \$400, whichever is greater
0-45 days prior to scheduled delivery date	10% of product list price or \$400, whichever is greater

Product Acceptance: All products received as ordered are considered "accepted" by the Reseller. All sales are final.

Training: Available from Sun at an additional cost.

Value Added: Resellers must provide added value as specified in their agreements.

Warranty: Equipment warranties vary depending on the specific Sun product purchased. Refer to the Enterprise Services web site to determine which warranty may apply
<http://www.sun.com/service/support/warranty>

Resale: Terms of resale are specified in the Reseller Agreement.

Exporting: Resellers must purchase and resell Sun products in the country where the products are used. Sun provides no support for products sold in countries other than where the products are purchased.

Mail Order Sales: Sun does not permit mail order sales by Resellers.

General Note

- *This price list contains general information on terms and conditions. For more information, please refer to your Reseller Agreement, which governs and supersedes these terms and conditions.*

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End User Price List: This price list is used by end-user customers who purchase Sun products for their own use according to their agreements. End users include volume end users; Sun Developer Connection, ISVs (who do not resell); education customers; and all government customers, including the U.S. government. Agreements are required for all Sun end users; consult your Sun CSR for details.

Order Processing: All orders are subject to the review and acceptance procedures of Sun. To ensure prompt processing of orders, customers should:

- (a) request an order shipment date
- (b) submit a signed purchase order directly to their Sun sales representative
- (c) maintain satisfactory credit arrangements with Sun
- (d) verify the accuracy of the order

Products/Prices: All products and prices are subject to change at Sun's discretion. Prices are list prices and do not include tax, freight, or maintenance. The configuration information contained in this price list is believed to be accurate as of the date of issue. The list may not contain enough information to configure correctly every conceivable configuration possibility. Customers should, whenever possible, request a sales quotation from Sun that has been validated by Sun Microsystems Computer Company's configuration checking applications prior to placing their orders.

Annual Volume Commitment: End users who commit to an aggregate volume of purchases on an annual basis will receive a discount off the list price as stipulated in their agreements.

Discount Schedule: End users will be offered discounts based on the appropriate channel discount schedule.

General Product Information: "Order Number" designates a Sun standard product line item. "Description" provides general information about the item. See individual product data sheets for complete descriptions.

Order Minimum: End users must purchase a minimum of \$500 (net of discount) per order.

Ordering Locations: End users may order from multiple locations as specified in their agreements.

Payment Terms: Net 30 days. Purchases must be prepaid if end users are not under contract.

Shipping Terms: F.O.B. Sun shipping point.

Order Rescheduling/Cancellation: End users may cancel or reschedule a purchase order; however, they will pay a fee for doing so. The fee is based on a percentage of the list price (excluding freight and tax) and is charged on the following basis:

<i>Reschedule or Cancellation Notice Is Received</i>	<i>Reschedule/Cancellation Charge</i>
46-75 days prior to scheduled delivery date	5% of product list price or \$400, whichever is greater
0-45 days prior to scheduled delivery date	10% of product list price or \$400, whichever is greater

Product Acceptance: All products received as ordered are considered "accepted" by the End user. All sales are final.

Training: Available from Sun at an additional cost.

Warranty: Equipment warranties vary depending on the specific Sun product purchased. Refer to the Enterprise Services web site to determine which warranty may apply
<http://www.sun.com/service/support/warranty>

Resale: End users may not resell products purchased from Sun.

Exporting: Sun has a program called Passport for end users who do business with Sun on an international basis. Once registered in Passport, end users may purchase Sun products in any country where Sun is represented and/or buy product in one country and export it to another country. Sun will service Sun equipment in any country where Sun is represented under local country service terms and conditions. Additionally, registered Passport customers can receive warranty support in all countries where Sun is represented. Contact your local Sun sales representative to find out more about Passport.

General Note

- *This price list contains general information on terms and conditions. For more information, please refer to your agreement, which governs and supersedes these terms and conditions.*

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OEM Product List: Sun Microsystems is pleased to offer the following additional terms to Sun authorized OEMs and shall use reasonable efforts to provide OEM-Ready products according to the following terms:"

- Minimum product life: 24 months from general availability (GA) to last ship date
- Early Communication of End-Of-Life 60-90 days prior to general public End-Of-Life announce
- 5 years support and spares availability
- For certain products as may be identified from time to time Sun may require a last-buy forecast and/or a non-cancellable purchase order to ensure product availability to meet the minimum life cycle

Server Consolidation Trade-In Program

What is the Server Consolidation Trade-In Program

The Server Consolidation Trade-in Program enables customers to trade-in additional older Sun servers or competitive servers and enrich a configuration by populating their existing Sun Enterprise 250, 450, 3X00, 4X00, 5X00, 6X00, or 10000 server with additional system boards, memory, and CPU modules at a reduced price.

As an enhancement to the chassis-for-chassis upgrade program, Sun provides a program for customers to enrich a configuration by populating their existing Sun Enterprise 250, 450, 3X00, 4X00, 5X00, 6X00, or 10000 server with additional system boards, memory, and CPU modules.

How does the Server Consolidation Trade-In Program work

(a) First Transaction

Obtain a Sun Enterprise server chassis and minimum system components via Sun's existing offerings such as:

- Order a new server (no trade-in), -or-
- Upgrade from an eligible Sun system and trade in old Sun chassis, -or-
- Upgrade from an eligible competitive system and trade-in a competitive chassis

(b) Subsequent Transactions

Trade in select, older Sun or competitive server(s) and purchase Sun boards and modules at a reduced price:

NOTE: A web-based "Trade-In Consolidation Calculator" which guides the user through Step 1 and Step 2 is available at <http://edss.corp/attackpack/consolidate/expand/>

STEP 1

Identify point value of each eligible server(s) traded-in. Ensure total points meets minimum required per transaction. The point value awarded for each server trade-in can be viewed in the "Trade-In Consolidation Calculator" at <http://edss.corp/attackpack/consolidate/expand/>

STEP 2

Identify quantity and type of eligible boards, CPU modules to be purchased. Determine that quantity and type are within the maximum allowed based on the total accumulated points.