

NETSUITE SUPPORT SERVICES FOR ORACLE CLOUD SERVICES

These Support Services terms (the "**Support Terms**") describe Oracle's provision of Support Services to you ("**You**") for the Oracle Services pursuant to the terms of the Agreement and these Support Terms.

1. **DEFINITIONS.**

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the Agreement:

"Advanced Customer Support" is a managed service which Oracle offers on a subscription basis. Advanced Customer Support is provided by Oracle to assist customers in their use of the Services.

"Agreement" means the Oracle Cloud Services Agreement referenced in Your order for the Oracle Cloud Services.

"Alternative Solution" means a solution or correction to an incident that allows the Cloud Service to function substantially in accordance with the Program Documentation.

"Authorized Contacts" means Your named employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Cloud Service to perform Your obligations under these Support Terms; (ii) are responsible for all communications with Oracle regarding these Support Terms, including case submission and Incident reports; and (iii) who are authorized by You to request and receive Support Services for the Cloud Service on Your behalf.

"Basic Support" is Oracle's basic Support Services described herein, which is included in a current subscription to the Cloud Service. In addition, Basic Support expands the coverage for Severity 1 issues to 24x7.

"Business Days" are Monday to Friday during Normal Support Hours, excluding Oracle company holidays.

"Cloud Services" means the Oracle cloud services listed on Your order and as further described in the Service Descriptions available at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/> or such other URL as specified by Oracle.

"Enhancement Request" means a request by You to add functionality or enhance performance beyond the specifications of the Cloud Service and are not included as part of Support Services.

"First Level Support" means any support relating to calls from Your customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

"Premium Support" means Oracle's enhanced level of Support Services. In addition to the Basic Support Services described herein, if You are entitled to Premium Support, the Normal Support Hours for Severity 1 and Severity 2 issues will be expanded to 24x7 coverage with improved Response Time Goals and additional Authorized Contacts are provided.

"Incident" means a single support question or reproducible failure of the Cloud Service to substantially conform to the functions and/or specifications as described in the Service Specifications and reported by an Authorized Contact.

"NetSuite Cloud Services" means, collectively, the NetSuite online business application suite, the OpenAir online Professional Services Automation application suite, and/or the

Bronto products and Services that is procured by You from Oracle in the order.

"Normal Support Hours" are 8:00 a.m. to 6:00 p.m. on Business Days in the time zone of the address listed on Your order.

"Response Time" means the targeted time period within which Oracle will use commercially reasonable efforts to contact You to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Oracle receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

"Severity Level" means the Severity Levels 1-4 as defined below:

"Severity Level 1 or S1 (Critical)" means an Incident where Your production use of the Cloud Service is stopped or so severely impacted that You cannot reasonably continue business operations. It may result in a material and immediate interruption of Your business operation that will cause a loss of Your data and/or restrict availability to such data and/or cause significant financial impact.

"Severity Level 2 or S2 (Significant)" means an Incident where one or more important functions of the Cloud Service are unavailable with no acceptable Alternative Solution. Your implementation or production use of the Cloud Service is continuing but not stopped; however, there is a serious impact on Your business operations.

"Severity Level 3 or S3 (Less Significant)" means an Incident where: (a) important Cloud Service features are unavailable but an Alternative Solution is available, or (b) less significant Cloud Service features are unavailable with no reasonable Alternative Solution; You experience a minor loss of business operation functionality and/or an impact on implementation resources, or (c) You pose questions regarding basic functionality of the Cloud Service. This category is only available if You purchase Premium Support.

"Severity Level 4 or S4 (Minimal)" means an Incident that has a minimal impact on business operations or basic functionality of the Cloud Service. This category is only available if You purchase Premium Support.

"SuiteAnswers" is the online support portal that is accessible 24x7.

"Support Services" means the technical support services for the Cloud Service provided by Oracle under the terms set forth herein, but does not include First Level Support or Enhancement Requests. Support Service levels include Basic and Premium. Your level of Support Services for the Services shall be determined by the level of Support Services that You have procured for Your NetSuite Cloud Services (for example, if You purchased Premium Support for Your NetSuite Cloud Services, Your Oracle Cloud Services will also be entitled to receive Premium Support). Support Services are provided in the English language. Support Services may be provided in

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other languages if and when available at Oracle’s sole discretion.

“**Test Case**” means Your instructions that allow Oracle to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS.

2.1 Subject to the terms contained herein, Oracle shall address all Incidents which may arise from Your use of the Cloud Service in accordance with Sections 4 and 5 below.

2.2 Oracle shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Cloud Service made by You or any third party, including those that are made using SuiteScript or JavaScript; (b) First Level Support, which shall be provided by You; (c) Enhancement Requests; or (d) any items excluded pursuant to Section 5.

2.3 Oracle may offer Professional Services or Advanced Customer Service to help resolve issues that fall outside the scope of the Support Services. Any engagement of Professional Services or Advanced Customer Service shall be provided under a separate order and shall be subject to the Agreement and Oracle’s then-current fees and applicable terms.

3. TERMINATION.

Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support Terms shall terminate upon expiration or termination of the order or expiration or termination of Your right to access the applicable Cloud Service.

4. INCIDENT REPORTING AND RESPONSE TIMES.

4.1. Authorized Contacts. All reports of Incidents must be made to Oracle by the Authorized Contact(s). The primary method for You to report an Incident is via SuiteAnswers. The foregoing notwithstanding, if You are entitled to receive Basic Support, You may notify Oracle of S1 incidents via telephone if Your access to SuiteAnswers is unavailable. If You are entitled to receive Premium Support, You may notify Oracle of S1 and S2 Incidents via telephone if Your access to SuiteAnswers is unavailable. You may substitute Authorized Contact(s) from time to time by giving Oracle prior written notice, including the relevant contact information for any new Authorized Contact.

Permitted number of qualified Authorized Contacts:

Basic Support.....2

Premium Support:.....4

4.2. Required Information. All Incident reports must, if applicable, include the following:

- a)** Your NetSuite account number which Oracle shall provide to You soon after the Effective Date of these Support Terms.
- b)** A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported.
- c)** Exact wording of all related error messages.
- d)** A full description of the Incident and expected results.

- e)** Any special circumstances surrounding the discovery of the Incident.
- f)** For S1 Incidents, provide an additional point of contact.

Oracle may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support Oracle’s provision of the Support Services described herein.

4.3. Severity Levels. Oracle will work with You and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Oracle may reclassify Incidents based on the current impact on the Cloud Service and business operations as described in the Severity Level definitions. In the event Oracle determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms.

4.4. Oracle’s Obligations. Oracle will make available Support Services access during Normal Support Hours for You to report Incidents and receive assistance. On receipt of an Incident report, Oracle shall establish whether there is an Incident for which You are entitled to Support Services under these Support Terms and, if so, shall:

- a)** Confirm receipt of the Incident report and notify You of the Incident case number that both parties must then use in any communications about the Incident.
- b)** Work with You to set a severity level for the Incident based on the criteria set forth herein.
- c)** Analyze the Incident and verify the existence of the problem.
- d)** Give You direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5. Response Time Goals.

	Severity 1 (“S1”)	Severity 2 (“S2”)	Severity 3 (S3)	Severity 4 (S4)
Basic Support	2 hours	Not Applicable	Not Applicable	Not Applicable
Premium Support	1 hour	2 hours	8 hours	2 Business Days

4.6. Customer’s Obligations.

- a)** Oracle’s obligation to provide Support Services under these Support Terms is conditioned upon You: (i) must be current on all fees due to Oracle for the Services prior to the date the Incident is reported; (ii) having valid access to the Cloud Service; (iii) providing Oracle with all reasonable assistance and providing Oracle with data, information and materials as that are reasonably necessary; (iv) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Cloud Service; (v) providing all First Level Support; (vi) providing appropriate contact information for all Authorized Contacts(s); (vii) utilizing SuiteAnswers knowledge base for self-help research of

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known solutions, and (viii) utilizing SuiteAnswers incident reporting portal to log all incident cases, except for Basic Support customers who are permitted to log S1 incidents and Premium Support customers who are permitted to log S1 and S2 incidents via telephone as set forth in Section 4.1.

b) For the duration of the initial term and any elected renewal term(s) during which You are entitled to Support Services, You shall maintain the same level of Support Services for all users of the Cloud Service (including without limitation any incremental licenses subsequently purchased by You). For clarity, You may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

5. EXCLUSIONS FROM SUPPORT SERVICES.

Oracle will not be required to correct any Incident caused by (i) integration of any feature, program or device to the Cloud Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Cloud Service; or (iii) use of the Cloud Service that is not in compliance with the Agreement.