ORACLE

Oracle NetSuite
ACS Service Descriptions

Effective Date: 15-January-2025

TABLE OF CONTE NTS

METRICS

Please Note: Capitalized terms used in this Service Description shall have the meaning defined under the Agreement. References to "You" and "Your" has the same meaning as "Customer".

GLOSSARY

"ACS Review" means an assessment of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs to identify where ACS can best be used to meet Your needs.

"Advanced Customer Support" or "ACS" means a subscription offering that provides You with hands-on product guidance, configuration, support, and ongoing optimization for the Cloud Services.

"Advanced Partner Support" or "APS" means a subscription offering made available to NetSuite partners that provides NetSuite partners with functional and technical assistance to assist Partners in providing support to end customers.

"Extended Hours" means hours in excess of the hours provided as part of the applicable service descriptions.

"NetSuite Onboarding Support Services" means a series of activities and exercises designed to help customers improve their understanding of specific Cloud Services. NetSuite Onboarding Support Services includes but is not limited to: step-by-step exercises, customer-driven walkthroughs, and additional structured check-ins by the ACS team.

"Search Engine Optimization" or "SEO" means the process of improving the quality and quantity of website traffic to a website or a web page from search engines.

"User Acceptance Testing" means testing conducted by the User to determine if the requirements of a specification are met.

ACRONYM KEY

"API" means Application Program Interface

"KPI" means Key Performance Indicator(s)

NETSUITE ONBOARDING SUPPORT SERVICES

6641 – NetSuite Onboarding Support Services

1. **Description of NetSuite Onboarding Support Services**

   Oracle will provide up to eighteen (18) hours of NetSuite Onboarding Support Services. The NetSuite Onboarding Support Service hours must be consumed by You within twelve (12) months of the purchase of the following Cloud Services, but in no event beyond the Term of Your Estimate/Order Form.

   A. Oracle NetSuite Planning and Budgeting.
   B. Oracle NetSuite SuiteSuccess for Commerce.

2. **Your Obligations and Assumptions**

   You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing NetSuite Onboarding Support Services if such deficiency results from Your failure to provide full cooperation.

   You acknowledge that Oracle's ability to perform the NetSuite Onboarding Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

   A. Your Obligations
   1. Obtain Cloud Services prior to the commencement of NetSuite Onboarding Support Services under Your Estimate/Order Form and maintain such Cloud Services and for the duration of the NetSuite Onboarding Support Services provided under Your applicable Estimate/Order Form.
   2. Provide any notices, and obtain any consents, required for Oracle to perform NetSuite Onboarding Support Services.
   3. Do not film or record Oracle's delivery of the NetSuite Onboarding Support Services, Oracle resources, or any Oracle materials. You may request sessions be recorded by Oracle on a case-by-case basis, such recordings require advanced approval by Oracle.
   B. Project Assumptions
   1. This Service is not available if ACS offerings are purchased.
   2. The Oracle Consultant will not directly access Your Oracle NetSuite instance(s).
   3. All project documentation, presentations and project communications are in English, or such other available languages the parties may agree upon in writing.
   4. You do not require consultants to work outside standard local country workday hours.
   5. Oracle resources are not dedicated to any single project and are engaged across many projects for various customers; Oracle resource assignment is at Oracle's sole discretion.
   6. All NetSuite Onboarding Support Services will be performed remotely.

ACS SERVICES

The ACS Service Description below applies to the following SKU's:

6806 - NetSuite ACS Advise
6990 - NetSuite ACS Monitor 36
6991 - NetSuite ACS Optimize 20
6992 - NetSuite ACS Architect 40

1. **Supported Products**

   A. ACS Services may not be applicable to all Cloud Services. A list of Cloud Services that ACS supports is available upon request.

2. **ACS Review**

   A. In addition to the ACS Services described in Section C below, Oracle will perform an ACS Review of Your Oracle NetSuite instance(s). Oracle will conduct the ACS Review in accordance with the following schedule: (a) with regard to ACS Monitor, Oracle will commence the initial ACS Review within one month of the signature date of Your Estimate/Order Form; (b) with regard to ACS Optimize and ACS Architect, Oracle will commence the initial ACS Review within three months of the signature date of Your Estimate/Order Form. Each ACS Review conducted during the Term will not exceed the number of Assigned Review Hours for the associated ACS Service set forth in the table below.

No	ACS Service	Part #	Assigned Review Hours
1	NetSuite ACS Advise	6806	8
2	NetSuite ACS Monitor 36	6990	16
3	NetSuite ACS Optimize 20	6991	75
4	NetSuite ACS Architect 40	6992	150

   B. Oracle will perform an ACS Review every twelve months during the Term of Your Estimate/Order Form (the "ACS Review Period"). The Assigned Review Hours will be reset on the Start Date indicated in Your order and each anniversary of the Start Date thereafter. For avoidance of doubt, if the initial Term is less than twelve months, You are entitled to such aforementioned ACS Review.
   C. ACS Review hours can only be used for requirements, gap and performance analysis, systems inventory, requirements traceability matrix and/or solution. During the Term of Your Estimate/Order Form, Oracle will provide You with up to the quantity of ACS hours per month

specified in Your Estimate/Order Form for any of the ACS offerings related to Your Cloud Services set forth in this Oracle NetSuite ACS Service Descriptions document.

D. Oracle will determine in its sole discretion the number of hours necessary to perform each ACS Review. If an ACS Review requires more than the number of ACS Review hours set in the Term of Your Estimate/Order Form, then those ACS Review hours will be reallocated from ACS hours and or can be purchased via Extended Service packs or Extended Hours.

E. If the number of ACS Review hours required to complete the ACS Review is less than number of ACS Review hours set in the Term of Your Estimate/Order Form, then the unused ACS Review hours are automatically forfeited and do not entitle You to any refund, or any credit toward additional or other services.

3. **ACS Hours (unless otherwise specified, applicable to all ACS offerings described herein)**

A. If any individual request from You for any ACS offerings set out above exceeds an estimated duration (as determined solely by Oracle) of hours specified in Your Estimate/Order Form, such individual request shall not be considered eligible for delivery by Oracle under Your Estimate/Order Form.

B. Provide guidance and/or assist with execution of development activities.

C. Provide guidance and/or assist with execution with application configuration.

D. Provide awareness of upcoming releases.

E. Discuss possible impacts to Your Oracle NetSuite instance.

F. Provide guidance on new or enhanced features that You can leverage in Your Oracle NetSuite instance.

G. Test existing process of Your Oracle NetSuite instance against the new releases as requested by You.

H. Review and provide guidance for the requirements, design and configuration, and technical components.

I. Create website analysis reports reflecting a rolling cumulative analysis of KPIs.

J. Create reports containing data, system design, configuration and performance risks in Your Oracle NetSuite instance(s). Such reports will highlight analysis, insights and recommendations on area of improvement.

K. Develop, configure and deploy fixes related to customizations and alternate solutions for core product issues and limitations.

L. Develop and deploy code for customizations and integrations to meet business requirements as request by You.

M. Assist and/or perform product testing that includes but is not limited to unit testing.

N. *[NetSuite ACS Monitor only]* You will receive up to 30 hours per year for module activation. Such module activation hours will be reset on the Start Date indicated in Your Estimate/Order Form and each anniversary of the Start Date thereafter (the "ACS Period"). Your module activation hours must be used within the ACS Period and will expire at the end of that ACS Period; any unused amounts are non-refundable and are forfeited at the end of such ACS Period.

O. *[NetSuite ACS Monitor only]* A standard list of modules that are available for activation will be presented to You at the time of activation.

P. Provide optimization and sustainment guidance and execution consisting of assistance with any of the following:
1. Making changes to Your business process flows.
2. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.

Q. *[NetSuite ACS Architect/NetSuite ACS Optimize only]* Provide technical and functional systems architecture guidance that may consist of assisting You with any of the following:
1. Define the role of Oracle NetSuite products in a multi-vendor business solutions instance including master data management and data transaction architecture.
2. Provide strategies to support, maintain and manage Your Oracle NetSuite instance to optimize development, testing and release activities.
3. Work with You to help identify possible impacts of Oracle NetSuite products, Cloud Services, and product releases.
4. Perform migration of changes between development, testing, and production instances.

4. Your Obligations and Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing ACS Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Services depends upon Your fulfillment of the following obligations and the following assumptions:

A. Your Obligations
1. Prior to the commencement of ACS Services, designate and identify a business resource that will be responsible for coordinating Your participation and provide on-going support for delivery of Your ACS Services for Your Oracle NetSuite instance.
   a. You agree to designate one (1) primary contact and one (1) secondary contact who can provide Oracle with access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Services.
   b. You may authorize additional designated contacts, and You agree that any such contact will utilize review and support service hours.
2. Attend recurring status meetings that drive annual ACS Reviews and ongoing support.
3. Authorize Extended Service hours to be purchased if the hours required for Oracle to perform the ACS Review described in the Description of ACS Services above exceeds the total quantity of service hours allocated for the quarter as specified in Your Estimate/Order Form.
4. Provide User feedback during configuration and validation.
5. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
6. Provide on-going support to Your Users following Oracle's completion of the Services.
7. Ensure Your existing procedure documentation and business procedure documentation is made available to Oracle prior to the commencement of the ACS Services.
8. Notify Oracle within five (5) business days about incomplete information in the documentation provided by Oracle to You.

9. Complete User Acceptance Testing and provide written confirmation to Oracle of completion of User Acceptance Testing, within a consecutive two (2) week period.
10. Identify, document, and raise issues that arise during User Acceptance Testing.
11. Resolve User Acceptance Testing issues assigned to You.
12. Obtain Cloud Services prior to the commencement of ACS Services under Your Estimate/Order Form and maintain such Cloud Services for the duration of the ACS Services provided under Your applicable Estimate/Order Form.
13. Maintain system updates and adhere to supported versions of the Oracle NetSuite instance.
14. Be responsible for post-production maintenance and support of the Oracle NetSuite instance.
15. Be responsible for any sandbox and/or development instances required by Oracle.
16. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans, reviewing test results, and providing final User Acceptance Testing sign off.
17. Be responsible for validating requested changes in sandbox and validating those changes are migrated to production.
18. Be responsible for providing training to Users on the Cloud Service.
19. Be responsible for notifying Oracle if You elect to use ACS Services monthly support hours to provide guidance and recommendations on NetSuite Third Party Applications.
20. At Oracle's discretion, Oracle may assist You with Your review of Third Party Applications that may interact with the Cloud Service that is the subject of the ACS Services, provided, however, that You acknowledge and agree that (i) You must acquire any appropriate license rights necessary for Oracle to provide such assistance on Your behalf, (ii) You will independently obtain and review the product and other documentation published by the Third Party Application provider, (iii) Oracle has no specific knowledge about, expertise in, or experience with Third Party Application, and (iv) notwithstanding any statement or interpretation to the contrary, any such assistance provided by Oracle is provided without warranty of any kind.
21. Ensure the necessary digital licenses are acquired for any digital content that Oracle will use for the delivery of ACS Services upon Your request. This will include but is not limited to images, materials, and other content that Oracle will integrate into Your website.
22. Be responsible for any and all deficiencies or delays attributable to Your resources and/or Your third-party resources, and any resulting impact to the estimated timeline, work effort, and associated fees for services.
23. Provide Oracle with User access to Your systems necessary for the performance of ACS Services.
24. You shall not provide Oracle access to personal information.
25. Be responsible for providing any notices and obtaining any required consents necessary to performing the ACS Services, including but not limited to any notices and required consents for the processing or transfers of personal information.
26. Be responsible for removing ACS resource User access from Your systems once You have been notified by Oracle. Oracle will make reasonable efforts to notify You when an ACS Services resource is no longer designated to work on Your account.
27. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Services.
28. Be responsible for managing, prioritizing, and communicating on ACS Services cases.
29. Be responsible for Your organizational change enablement and communication activities.

30. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours allowed for the performance of ACS Services.

31. Be responsible for providing Oracle with any requisite privacy and data security processing requirements as deemed necessary to comply with Your applicable legal and regulatory obligations.

32. Do not film or record Oracle's delivery of ACS Services, Oracle resources, or any Oracle materials. You may request sessions be recorded by Oracle on a case-by-case basis. Such recordings require advanced approval by Oracle.

33. Be responsible for any and all deficiencies or delays attributable to Your resources, including Your third-party resources, and any resulting impact to the estimated timeline, work effort, and associated fees for services.

34. *[NetSuite ACS Optimize/ NetSuite ACS Architect only]* Obtain NetSuite Premium Support under a separate contract prior to the commencement of ACS Optimize and ACS Architect Support Services under Your Estimate/Order Form and maintain such NetSuite Premium Support for the duration of the ACS Services provided under Your applicable Estimate/Order Form.

B. Assumptions

1. Oracle will solely determine if any ACS Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.

2. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system or if the service request is outside of the scope of ACS Services.

3. All project documentation, presentations and project communications are in English, or such other available languages the parties may agree upon in writing.

4. You do not require consultants to work outside standard local country workday hours unless mutually agreed to in advance to support onsite activities.

5. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Services described in Section A (Description of ACS Services) above will be by email and the Oracle NetSuite case management tool.

6. All ACS Services will be performed remotely; however, at Your request, and at Oracle's sole discretion, Oracle may agree to conduct an onsite visit(s) to provide ACS Services during the Professional Services Term. You agree to be responsible for any travel and out-of-pocket expenses incurred by Oracle related to providing any ACS Services onsite.

7. When services are performed onsite at a customer location in the US, and as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival onsite.

8. A minimum of one Oracle resource will provide overall coordination, management, and execution to You.

9. Oracle has sole discretion in determining if the project meets the ACS required tasks limits, including the amount of time it takes an ACS resource to complete a project.

10. Oracle resources are not dedicated to any single project and are engaged across many projects for various customers; Oracle resource assignment is at Oracle's sole discretion.

11. Oracle is not responsible for any configuration, updates, development and/or testing on Third Party Applications.
12. Access to Your Oracle NetSuite instance will only be through Oracle login credentials specifically assigned to an ACS resource.
13. *[NetSuite ACS Monitor only]* Service hours will be prorated for any partial quarters.

5. Unused ACS hours

The maximum number of allowable ACS hours (including any Extended Service hours) identified in Your Estimate/Order Form must be used by You in the identified amount of time specified in Your Estimate/Order Form. Any portion of the ACS hours unused will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

EXTENDED SERVICE

The ACS Service Description below applies to the following SKU's:

6492 - NetSuite ACS Monitor Extended Service
6493 - NetSuite ACS Optimize Extended Service
6494 - NetSuite ACS Architect Extended Service

1. *[NetSuite ACS Monitor/ NetSuite ACS Optimize/ NetSuite ACS Architect]* Extended Service

No.	ACS Extended Service	SKU #	Allocated hours
1	NetSuite ACS Monitor Extended Service	6492	3 hours per quarter
2	NetSuite ACS Optimize Extended Service	6493	5 hours per month
3	NetSuite ACS Architect Extended Service	6494	10 hours per month

During the Term of Your Estimate/Order Form, if You need to add hours throughout the remainder of Your contract Term, You can purchase Extended Service hours. Oracle will provide You with the quantity of ACS Extended Service hours specified in Your Estimate/Order Form to apply towards either ACS Monitor, ACS Optimize or ACS Architect Services. The ACS Extended Service requires that You have an active Estimate/Order Form for NetSuite ACS Services. The hours provided under this ACS Extended Service are supplemental to the correlating NetSuite ACS Services ordered by You and shall co-terminate with the end of the allocation outlined in the table above, and pursuant to the terms of Your Estimate/Order Form for NetSuite ACS Services. The hours must be used within the time period (monthly or quarterly) as described in the table above. Unused Extended Service hours that are not used are automatically forfeited and do not entitle You to any refund, or any credit.

During the Term of Your Estimate/Order Form, the parties may mutually agree in writing to increase the quantity of ACS hours indicated in Your Estimate/Order Form. Oracle will invoice You in arears for any such Extended Service at the rate set out in Your Estimate/Order Form.

2. **Other Terms and Conditions**

You agree that all the terms and conditions set out in Your Estimate/Order Form for the NetSuite ACS Service are hereby agreed to for the correlating NetSuite ACS Extended Service as if fully set forth herein, including Section D (Your Obligations and Assumptions), Section E (Unused ACS hours), and Section F (Extended Hours).

The following shall be treated as an additional obligation for Your Estimate/Order Form for the ACS Monitor Extended Service, ACS Optimize Extended Service, or ACS Architect Extended Service only if added to section D (Your Obligations and Assumptions): You must place, and Oracle must accept Your Estimate/Order Form for NetSuite ACS Monitor, NetSuite ACS Optimize or NetSuite ACS Architect prior to the commencement of the respective Extended Hours under Your Estimate/Order Form, and You shall maintain Your Estimate/Order Form for NetSuite ACS Monitor, NetSuite ACS Optimize or NetSuite

ACS Architect for the duration of the Term of Your Estimate/Order Form for the correlating ACS Extended Service.

ACS SERVICES- NO NEW SALES OR RENEWALS

The ACS Service Description below applies to the following SKU's:
6639 - NetSuite ACS Monitor 30
6640 - NetSuite ACS Optimize 15
6258 - NetSuite ACS Architect 30

6639 - NetSuite ACS Monitor 30

*<u>**Note to Customers:**</u> You hereby acknowledge that Section A.2.i below is no longer applicable to ACS Monitor Support Services orders placed by You on or after September 27, 2021.*

1. <u>Description of ACS Monitor Support Services</u>

    A. **ACS Review.** In addition to the ACS Monitor Support Service described in Section A.2 below Oracle will also perform an initial ACS Review (as defined above) of Your Oracle NetSuite instance within the ACS Review Period, and annually thereafter during the Term of Your Estimate/Order Form. Each ACS Review will not exceed sixteen (16) hours during the ACS Review Period; however, Oracle will determine in its sole discretion the number of hours necessary to perform each ACS Review.

    B. **ACS Monitor Support Services.** During the Term of Your Estimate/Order Form, Oracle will provide You with up to the quantity of ACS Support Service hours per quarter (with each quarter consisting of 3 months) specified in Your Estimate/Order Form for any of the following ACS Monitor Support Services related to Your Oracle NetSuite Cloud Services:
        1. Remediate issues You have encountered with any of the following:
            a. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.
            b. Oracle NetSuite Ecommerce websites and Point of Sale.
        2. Provide guidance on development activities.
        3. Provide guidance on application usage and configuration.
        4. Provide guidance on data importing activities.
        5. Provide assistance with release management support consisting of providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
        6. Provide performance and scalability guidance and execution consisting of assistance with any of the following:
            a. Quarterly reporting of KPI's.
            b. Recommend changes in areas of performance or scalability.
        7. Provide optimization and sustainment guidance and execution consisting of assistance with any of the following:
            a. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.
        8. Provide website maintenance consisting of assistance with any of the following:
            a. Creating new ecommerce functionality.
            b. Performing website instance updates.
            c. Provide web store scripting.
            d. Provide landing or other new pages, templates, or layouts.
            e. Provide performance-related assistance.
            f. Provide SEO reviews.

     g.   Provide KPI reviews.
     h.   Provide design reviews.

9. Subject to Your purchase of one or more of the Oracle NetSuite Cloud Services listed below, Oracle will provide up to an additional eighteen (18) hours of NetSuite Onboarding Support Services. NetSuite Onboarding Support Services hours must be consumed by You within twelve (12) months of the purchase of the following Oracle NetSuite Cloud Services, but in no event beyond the Term of Your Estimate/Order Form:
   a. Oracle NetSuite Planning and Budgeting.
   b. Oracle NetSuite SuiteSuccess for Commerce.
10. Oracle will provide overall coordination and management of, and execution by, Oracle's resources related to requests received from You for any ACS Monitor Support Services set out above; provided however, if any individual request from You for any ACS Monitor Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of forty (40) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your Estimate/Order Form.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Monitor Support Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing ACS Monitor Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Monitor Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
1. Obtain Oracle NetSuite Cloud Services prior to the commencement of ACS Monitor Support Services under Your Estimate/Order Form and maintain such Oracle NetSuite Cloud Services and for the duration of the ACS Monitor Support Services provided under Your applicable Estimate/Order Form.
2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Monitor Support Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform ACS Monitor Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Monitor Support Services.
5. When services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. Be responsible for managing, prioritizing, and communicating on ACS Monitor Support Services cases.
7. Be responsible for any sandbox and/or development instances required by Oracle.
8. Be responsible for User Acceptance Testing.
9. Be responsible for Your organizational change enablement and communication activities.

10. Do not film or record Oracle's delivery of ACS Monitor Support Services, Oracle resources, or any Oracle materials.
11. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of ACS Monitor Support Services.
12. Provide Oracle with dedicated user access to Your systems necessary for the performance of ACS Monitor Support Services.
13. Comply with the terms of access and use of required third-party services, including without limitation payment of any fees associated with Your use of such third-party services.
14. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.
15. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the ACS Monitor Support Services described above and obtain all proper licenses for any such images, materials, and content.
16. If the hours required for Oracle to perform the ACS Review described in the Description of Support Services above exceeds the total quantity of Service hours allocated for the quarter as specified in Your Estimate/Order Form, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

B. **Project Assumptions**
1. Oracle will solely determine if any ACS Monitor Support Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.
2. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system or if the service request is outside of the scope of ACS Monitor Support Services.
3. All ACS Monitor Support Services including the ACS Review will be performed remotely.
4. The ACS Review of Your Oracle NetSuite instance must occur within the first calendar month of the commencement of ACS Monitor Support Services.
5. All ACS Monitor Support Services communication are in English.
6. You do not require Oracle NetSuite consultants to work outside standard local country workday hours.
7. Remediation services identified in section A.2.a (under, "ACS Monitor Support Services") are available 24 hours per day, 7 days a week, 365 days a year.
8. The ACS Monitor Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform ACS Monitor Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
9. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.

10. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Monitor Support Services described in section A (Description of ACS Monitor Support Services) above will be by email and the Oracle NetSuite case management tool.
11. Service hours will be prorated for any partial quarters.

3. Unused Support Services

The maximum number of allowable ACS Monitor Support Service hours per quarter (including any Extended Service Hours purchased for such quarter) identified in Your Estimate/Order Form must be used by You in that quarter. Any portion of the ACS Monitor Support Services unused in such quarter will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

Additionally, regarding the ACS Review as set out in section A.1 above, any hours that are deemed by Oracle to be unnecessary to complete the performance of an ACS Review, are likewise automatically forfeited and do not entitle You to any refund, or any credit toward additional or other services.

4. Extended Hours

During the Term of Your Estimate/Order Form the parties may mutually agree in writing to increase the quantity of ACS Monitor Support Service hours per quarter indicated in Your Estimate/Order Form for any given quarter. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your Estimate/Order Form.

5. Primary Point of Contact

You agree to designate one (1) primary contact and one (1) secondary contact who will work together with Oracle to facilitate an efficient delivery of ACS Monitor Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that any such contact will utilize Service hours.

6640 - NetSuite ACS Optimize 15

Note to Customers: *You hereby acknowledge that Section A.2.k below is no longer applicable to ACS Optimize Support Services orders placed by You on or after September 27, 2021.*

1. **Description of ACS Optimize Support Services**

    A. **ACS Review.** In addition to the Service hours specified in Your Estimate/Order Form to perform the ACS Optimize Support Services as set out in section A.2 (ACS Optimize Support Services) directly below, Oracle will perform an initial ACS Review of Your Oracle NetSuite instances within three months of the signature date of Your Estimate/Order Form and annually thereafter during the Term of Your Estimate/Order Form, with the determination of hours necessary to perform each ACS Review being solely within the discretion of Oracle but in no event exceeding twenty-five (25) additional hours per month during the ACS Review Period.
    B. **ACS Optimize Support Services.** During the Term of Your Estimate/Order Form, Oracle will provide You with up to the quantity of ACS Support Service hours per month specified in Your Estimate/Order Form for any of the following ACS Optimize Support Services related to Your Oracle NetSuite Cloud Services:
        1. Remediate issues You have encountered with any of the following:
            a. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.
            b. Oracle NetSuite Ecommerce websites and Point of Sale.
        2. Provide guidance on development activities.
        3. Provide guidance on application usage and configuration.
        4. Provide assistance with release management support consisting of any of the following:
            a. Providing awareness of upcoming releases with possible impacts to Your Oracle Cloud instance.
            b. Guidance on additional capabilities that You could leverage.
            c. Performance, scalability, and regression testing of Your Oracle Cloud instance against the targeted release.
        5. Provide performance and scalability guidance and execution consisting of assistance with any of the following:
            a. Quarterly reporting of KPI's.
            b. Recommending changes in areas of performance or scalability.
            c. Managing, maintaining, and modifying Your Oracle NetSuite instance to support development, integrations, data importing, testing and release activities.
        6. Provide optimization and sustainment guidance and execution consisting of assistance with any of the following:
            a. Making changes to Your business process flows.
            b. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.
            c. Data importing activities.
        7. Provide platform and systems architecture guidance that may consist of assisting You with any of the following:
            a. Defining the role of Oracle NetSuite in a multi-vendor business solutions instance including master data management and data transaction architecture.
            b. Work with You to help identify possible impacts of Oracle NetSuite Cloud Services product releases.
            c. Providing strategies to support, maintain and manage Your Oracle NetSuite instance to optimize development, testing and release activities.

NetSuite ACS SD |01152025   Page **17** of **39**

    d.   Performing migrations between development, testing, and production instances.
8. Provide website maintenance by assisting You with any of the following:
    a.   Creating new ecommerce functionality.
    b.   Performing website instance updates.
    c.   Providing web store scripting.
    d.   Providing landing or other new pages, templates, or layouts.
    e.   Providing performance-related assistance.
    f.   Providing SEO reviews.
    g.   Providing KPI reviews.
    h.   Providing design reviews.
9. Create website analysis reports reflecting a rolling cumulative analysis of KPIs for Your NSE website instances, including:
    a.   Traffic.
    b.   Transactions.
    c.   Revenue; and
    d.   Conversion rate.
10. Produce performance reports that describe Your website's performance of page load times. Website pages covered in this report are:
    a.   Homepage.
    b.   Search.
    c.   Category.
    d.   Item (Product Detail Page).
    e.   Proceed to Checkout; and
    f.   Login.
11. Subject to Your purchase of one or more of the Oracle NetSuite Cloud Services listed below, Oracle will provide up to an additional eighteen (18) hours of NetSuite Onboarding Support Services. NetSuite Onboarding Support Services hours must be consumed by You within twelve (12) months of the purchase of the following Oracle NetSuite Cloud Services, but in no event beyond the Term of Your Estimate/Order Form:
    a.   Oracle NetSuite Planning and Budgeting.
    b.   Oracle NetSuite SuiteSuccess for Commerce.
12. If You purchase more than one (1) NetSuite ACS Optimize Support Service over the course of the Term of Your Estimate/Order Form, then for each additional quantity purchased, Oracle will provide You with up to an additional forty (40) Service hours to activate an approved add-on module, provided the activation services are requested by You and approved by Oracle in writing.
13. Assign a named optimizing team to provide optimization and sustainment guidance.
14. Oracle will assign an Oracle customer success manager that will provide overall coordination and management of, and execution by, Oracle's resources related to requests received from You for any ACS Optimize Support Services described above; provided however, if any individual request from You for any ACS Optimize Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of forty (40) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your Estimate/Order Form.

2.   Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Optimize Support Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing ACS Optimize Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Optimize Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. **Your Obligations**
1. Obtain Oracle NetSuite Cloud Services and NetSuite Support under a separate contract prior to the commencement of ACS Optimize Support Services under Your Estimate/Order Form and maintain such Oracle NetSuite Cloud Services and NetSuite Support for the duration of the ACS Optimize Support Services provided under Your applicable Estimate/Order Form for the ACS Optimize Support Services.
2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Optimize Support Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform ACS Optimize Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Optimize Support Services.
5. When services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. Be responsible for any sandbox and/or development instances required by Oracle.
7. Be responsible for User Acceptance Testing.
8. Be responsible for Your organizational change enablement and communication activities.
9. Do not film or record Oracle's delivery of ACS Optimize Support Services, Oracle resources, or any Oracle materials.
10. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per month allowed for the performance of ACS Optimize Support Services.
11. Provide Oracle with dedicated user access to Your systems necessary for the performance of ACS Optimize Support Services.
12. Comply with the terms of access and use of required third-party services, including without limitation payment of any fees associated with Your use of such third-party services.
13. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.
14. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the ACS Optimize Support Services described above and obtain all proper licenses for any such images, materials and content.
15. If the hours required for Oracle to perform the ACS Review described in Section A.1 above exceeds the total quantity of Service hours allocated for the month as specified in Your

Estimate/Order Form, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

B. Project Assumptions

1. Oracle will determine, in its sole discretion, if any ACS Optimize Support Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.

2. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that such service request, if performed, may result in potentially unfavorable outcome(s) for Your system or if the service request is outside of the scope of ACS Optimize Support Services.

3. All ACS Optimize Support Services including the ACS Review will be performed remotely unless otherwise agreed to by Oracle. On-site activities will incur additional travel expenses as identified in section C.

4. All ACS Optimize Support Services communication are in English.

5. All enablement content is designed, developed, delivered, and presented in English, or other languages that may be made available by Oracle at its sole discretion.

6. You do not require Oracle NetSuite consultants to work outside standard local country workday hours.

7. Remediation services identified in section A.2.a (under "ACS Optimize Support Services") are available 24 hours per day, 7 days a week, 365 days a year.

8. The ACS Optimize Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole determination de-support or refuse to perform ACS Optimize Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.

9. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.

10. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Optimize Support Services described in section A (Description of ACS Optimize Support Services) above will be by email and the Oracle NetSuite case management tool.

3. Expenses

In addition to the fees set forth in Your Estimate/Order Form, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site ACS Optimize Support Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your Estimate/Order Form.

4. Unused Support Services

The maximum number of allowable Service hours per month (including any Extended Service Hours purchased for such month) identified in Your Estimate/Order Form must be used by You in that month. Any portion of the ACS Optimize Support Services unused in such month will be

automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

Additionally, regarding the ACS Review as set out in section A.1 above, any hours that are deemed by Oracle to be unnecessary to complete the performance of an ACS Review, are likewise automatically forfeited and do not entitle You to any refund, or any credit toward additional or other services.

5. **Extended Hours**

During the Term of Your Estimate/Order Form, the parties may mutually agree in writing to increase the quantity of ACS Optimize Support Service hours per month indicated in Your Estimate/Order Form for any given month. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your Estimate/Order Form.

6. **Primary Point of Contact**

You agree to designate one (1) primary contact and two (2) secondary contacts, who will work together with Oracle to facilitate an efficient delivery of ACS Optimize Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that Oracle's communication and interaction with any such contact(s) will be applied to Your ACS Optimize Support Service hours.

6258 - NetSuite ACS Architect 30

Note to Customers: *You hereby acknowledge that Section A.2.k below is no longer applicable to ACS Architect Support Services orders placed by You on or after September 27, 2021.*

1. **Description of ACS Architect Support Services**

   A. **ACS Review**. In addition to the Service hours set out in Your Estimate/Order Form to perform the ACS Architect Support Services as set out in section A.2 (ACS Support Services) directly below, Oracle will perform an ACS Review of Your Oracle NetSuite instance within the ACS Review Period of the commencement of ACS Architect Support Services, and annually thereafter during the Term of Your Estimate/Order Form, with the determination of hours necessary to perform each ACS Review being solely within the discretion of Oracle but in no event will Oracle provide additional hours exceeding fifty (50) per month during the ACS Review Period.
      ACS Review hours can be used for any of the ACS Architect Support Services outlined in Section A.2 below if You purchase ACS Architect Support Services within the first 12 months after Your initial purchase of an Oracle NetSuite Cloud Service. ACS Review hours for Your Estimate/Order Form of ACS Architect Support Services will expire the earlier of (i) twelve (12) months after Your Estimate/Order Form for NetSuite ACS Architect Support Services or (ii) upon expiration or termination of Your Oracle NetSuite Cloud Service.
   B. **ACS Architect Support Services.** During the Term of Your Estimate/Order Form, Oracle will provide You with up to the quantity of ACS Service hours per month specified in Your Estimate/Order Form for any of the following ACS Architect Support Services related to Your Oracle NetSuite Cloud Services.
      1. Remediate issues You have encountered with any of the following:
         a. Oracle NetSuite SuiteCloud workflows, scripts and integrations.
         b. Oracle NetSuite Ecommerce websites and Point of Sale.
      2. Provide guidance on development activities.
      3. Provide guidance on application usage and configuration.
      4. Provide assistance with release management support consisting of any of the following:
         a. Providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
         b. Guidance on additional capabilities that You could leverage.
         c. Performance, scalability, and regression testing of Your Oracle NetSuite instance against the targeted release.
      5. Provide performance and scalability guidance and execution consisting of assistance with any of the following:
         a. Quarterly reporting of KPI's.
         b. Recommend changes in areas of performance or scalability.
         c. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, integrations, data importing, testing and release activities.
      6. Provide optimization and sustainment guidance and execution consisting of assistance with any of the following:
         a. Making changes to Your business process flows.
         b. Oracle NetSuite SuiteCloud workflows, scripts, and integrations.
         c. Data importing activities.

7. Provide platform and systems architecture guidance that may consist of assistance with any of the following:
   a. Defining the role of Oracle in a multi-vendor business solutions instance including master data management and data transaction architecture.
   b. Work with You to help identify possible impacts of Oracle NetSuite Cloud Services product releases.
   c. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support development, testing and release activities.
   d. Performing migrations between development, testing, and production instances.
8. Provide website maintenance consisting of assistance with any of the following:
   a. Creating new ecommerce functionality.
   b. Performing website instance updates.
   c. Providing web store scripting.
   d. Providing landing or other new pages, templates, or layouts.
   e. Providing performance-related assistance.
   f. Providing SEO reviews.
   g. Providing KPI reviews.
   h. Providing design reviews.
9. Create website analysis reports reflecting a rolling cumulative analysis of KPIs for Your NSE website instances, including:
   a. Traffic.
   b. Transactions.
   c. Revenue; and
   d. Conversion rate.
10. Produce performance reports that describe Your website's performance of page load times. Website pages covered in this report are:
    a. Homepage.
    b. Search.
    c. Category.
    d. Item (Product Detail Page).
    e. Proceed to Checkout; and
    f. Login.
11. Subject to Your purchase of one or more of the Oracle NetSuite Cloud Services listed below, Oracle will provide up to an additional eighteen (18) hours of NetSuite Onboarding Support Services. NetSuite Onboarding Support Services hours must be consumed by You within twelve (12) months of the purchase of the following Oracle NetSuite Cloud Services, but in no event beyond the Term of Your Estimate/Order Form:
    a. Oracle NetSuite Planning and Budgeting.
    b. Oracle NetSuite SuiteSuccess for Commerce.
12. If You purchase more than one (1) NetSuite ACS Architect Support Service over the course of the Term of Your Estimate/Order Form, then for each additional quantity purchased, Oracle will provide You with up to an additional forty (40) Service hours to activate an approved add-on module, provided the activation services are requested by You and approved by Oracle in writing.
13. Assign a named support team to provide overall coordination and management of support-related cases submitted by You for any Oracle NetSuite Cloud Services.
14. Assign a named optimizing team to provide optimization and sustainment guidance.

15. Oracle will assign an Oracle customer success manager that will provide overall coordination and management of, and execution by, Oracle's resources related to requests received from You for any ACS Architect Support Services set out above; provided however, if any individual request from You for any ACS Architect Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of eighty (80) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your Estimate/Order Form.

2. **Your Obligations and Project Assumptions**

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Architect Support Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing ACS Architect Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Architect Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. **Your Obligations**
1. Obtain Oracle NetSuite Cloud Services and NetSuite Support under separate contract prior to the commencement of ACS Architect Support Services under Your Estimate/Order Form and maintain such Oracle NetSuite Cloud Services and NetSuite Support for the duration of the ACS Architect Support Services provided under Your applicable Estimate/Order Form for the ACS Architect Support Services.
2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Architect Support Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform ACS Architect Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Architect Support Services.
5. When services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. Be responsible for any sandbox and/or development instances required by Oracle.
7. Be responsible for User Acceptance Testing.
8. Be responsible for Your organizational change enablement and communication activities.
9. Do not film or record Oracle's delivery of ACS Architect Support Services, Oracle resources, or any Oracle materials.
10. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per month allowed for the performance of ACS Architect Support Services.
11. Provide Oracle with dedicated user access to Your systems necessary for the performance of ACS Architect Support Services.
12. Comply with the terms of access and use of required third-party services, including without limitation payment of any fees associated with Your use of such third-party services.

13. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.
14. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the ACS Architect Support Services described above and obtain all proper licenses for any such images, materials and content.
15. If the hours required for Oracle to perform the ACS Review described in the Description of Support Services above exceeds the total quantity of Service hours allocated for the month as specified in Your Estimate/Order Form, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

B. **Project Assumptions**
1. Oracle will solely determine if any ACS Architect Support Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.
2. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system, or if the service request is outside of the scope of ACS Architect Support Services.
3. All ACS Architect Support Services including the ACS Review will be performed remotely unless otherwise agreed to by Oracle. On-site activities will incur additional travel expenses as identified in section C.
4. All ACS Architect Support Services communication are in English.
5. All enablement content is designed, developed, delivered, and presented in English, or other languages that may be made available by Oracle at its sole discretion.
6. You do not require Oracle NetSuite consultants to work outside standard local country workday hours.
7. Remediation services identified in section A.2.a (under "ACS Architect Support Services") are available 24 hours per day, 7 days a week, 365 days a year.
8. The ACS Architect Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform ACS Architect Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
9. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
10. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Architect Support Services described in section A (Description of ACS Architect Support Services) above will be by email and the Oracle NetSuite case management tool.

3. **Expenses**

In addition to the fees set forth in Your Estimate/Order Form, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site ACS Architect Support Services.

All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your Estimate/Order Form.

4. **Unused Support Services**

The maximum number of allowable Service hours per month (including any Extended Service Hours purchased for such month) identified in Your Estimate/Order Form must be used by You in that month. Any portion of the ACS Architect Support Services unused in such month will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

Additionally, regarding the ACS Review as set out in section A.1 above, any hours that are deemed by Oracle to be unnecessary to complete the performance of an ACS Review, are likewise automatically forfeited and do not entitle You to any refund, or any credit toward additional or other services.

5. **Extended Hours**

During the Term of Your Estimate/Order Form, the parties may mutually agree in writing to increase the quantity of ACS Architect Support Service hours per month indicated in Your Estimate/Order Form for any given month. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your Estimate/Order Form.

6. **Primary Point of Contact**

You agree to designate one (1) primary contact and three (3) secondary contacts, who will work together with Oracle to facilitate an efficient delivery of ACS Architect Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that any such contact will utilize Service hours.

PARTNER SUPPORT SERVICES

6259 - NetSuite Advanced Partner Support

This Service Description applies to Customers who purchase this Service on or after July 15, 2022. If You purchased this service prior to July 15, 2022, the NetSuite Advanced Partner Support Service Description found in the "Service Descriptions – Retired ACS Services" section of this document applies.

1. **Description of Support Services**

   During the Term of Your Estimate/Order Form Oracle will provide You, as a third-party implementer of Oracle NetSuite Cloud Services, with the quantity of APS Service hours per quarter (with each quarter consisting of 3 months) specified in Your Estimate/Order Form to assist You with any of the following Support Services related to Your customers' Oracle NetSuite Cloud Services, Oracle NetSuite SuiteCommerce website instances or Oracle NetSuite Point-of-Sale modules ("Oracle NetSuite Cloud Services"); such Support Services are provided to You for the sole purpose of guiding You with implementing the Oracle NetSuite Cloud Services for Your customers:

   A. Guidance addressing issues Your customers have encountered with any of the following:
       1. Oracle NetSuite SuiteCloud workflows, scripts, integrations.
       2. Oracle NetSuite Ecommerce websites and Point of Sale.
   B. Provide guidance and/or assist with execution of development activities.
   C. Provide guidance and/or assist with execution with application configuration.
   D. Create website analysis reports reflecting a rolling cumulative analysis of KPIs.
   E. Guidance with any of the following release management activities:
       1. Advisement on upcoming releases including Proactive Feature Change Notifications; and
       2. Advisement regarding regression testing of Your customers' Oracle NetSuite Cloud Service instance against targeted release.
   F. Guidance with optimization and sustainment that may consist of assistance with any of the following:
       1. Your customers' business process flows.
       2. Integration(s); and
       3. Data importing activities.
   G. Guidance with platform and systems architecture that may consist of assistance with any of the following:
       1. Defining the role of Oracle NetSuite in a multi-vendor business solutions instance including master data management and data transaction architecture; and
       2. Strategies to support, maintain and manage adequate development, testing and release activities.
   H. Guidance with website maintenance that may consist of assistance with any of the following:
       1. Introducing new Ecommerce functionality.
       2. Website instance updates.
       3. Web store scripting.
       4. Landing or other new pages, templates, or layouts.
       5. Performance-related assistance; and
       6. SEO reviews.
   I. When more than one (1) unit of APS is procured, an Oracle partner engagement manager ("engagement manager") will be assigned to provide overall coordination and management of

the Support Services set out in this section A; provided however, if any individual request from You for any Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of fifteen (15) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your Estimate/Order Form.

2. Your Obligations and Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Support Services as set forth in Your Estimate/Order Form. Oracle will not be responsible for any deficiency in performing Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
1. Prior to providing any Support Services to You, confirm that Your customers obtain Oracle NetSuite Cloud Services under separate contract and maintain such Oracle NetSuite Cloud Services, without interruption, during the period such Support Services are being provided to You.
2. Prior to the commencement of Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the Cloud Service.
   a. You agree to designate one (1) primary contact and one (1) secondary contact who can provide Oracle with access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Services.
   b. You may authorize additional designated contacts, and You agree that any such contact will utilize Review and Support Service hours.
3. Provide any notices, and obtain any consents, required for Oracle to perform Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform Support Services.
5. Use commercially reasonable efforts to undertake product enablement prior to engaging Support Services for any specific Oracle NetSuite Cloud Service, where such enablement is available.
6. When services are performed onsite at a customer location in the US) will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site as required by U.S. Department of Labor regulations (20 CFR 655.734).
7. Be responsible for any sandbox and/or development instances required by Oracle.
8. Complete User Acceptance Testing and provide written confirmation to Oracle of completion of User Acceptance Testing, within a consecutive two (2) week period.
9. Be responsible for Your organizational change enablement and communication activities.
10. Do not film or record Oracle's delivery of Support Services, Oracle resources, or any Oracle materials.
11. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Support Services.

12. Provide Oracle with necessary user access to Your systems necessary for the performance of Support Services.
13. Ensure that the necessary digital licenses are acquired for any digital content that ACS will use for the delivery of the service upon Your request. This will include but is not limited to images, materials and other content that Oracle will integrate into Your website.

B. Project Assumptions

1. Oracle will solely determine if any ACS Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.
2. All ACS Services including the ACS Review will be performed remotely unless mutually agreed upon to be onsite.
3. All project documentation, presentations and project communications are in English, or such other available languages the parties may agree upon in writing.
4. You do not require Oracle NetSuite consultants to work outside standard local country workday hours unless mutually agreed to alternatives to support onsite activities.
5. The Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite Cloud Service instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
6. Oracle resources cannot execute, deploy code, or otherwise make changes to Your data within Your customers' Oracle NetSuite Cloud Services.
7. Your primary form of communication with Oracle outside of meetings described as a part of the Support Services described in section A (Description of Support Services) above will be by email and the Oracle NetSuite case management tool.

3. Unused Support Services

The maximum number of allowable Service hours (including any Extended Service Hours) identified in Your Estimate/Order Form must be used by You in the identified amount of time specified in Your Estimate/Order Form. Any portion of the Support Services unused will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

4. Extended Hours

During the Term of Your Estimate/Order Form, the parties may mutually agree in writing to increase the quantity of Service hours indicated in Your Estimate/Order Form. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your Estimate/Order Form.

5. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that any such contact will utilize Service hours.

RETIRED ACS OFFERINGS

NetSuite ACS Platform

1. **Description of Support Services**

   During the Term of Your order, Oracle will provide You with up to the quantity of ACS Service hours per quarter (with each quarter consisting of 3 months) specified in Your order to assist You with any of the following ACS Support Services related to Your Oracle NetSuite Cloud Service instance.

   A. Provide guidance to address technical performance issues You have encountered with workflows, scripts, and integrations.
   B. Provide assistance to address technical performance issues with only the following:
       1. Making changes to Your existing configuration (SuiteBuilder).
       2. Making changes to Your existing workflows (SuiteFlow).
       3. Making changes to Your existing scripts (SuiteScript).
       4. Making changes to Your existing web services (SuiteTalk).
   C. Provide assistance with release management support consisting of any of the following:
       1. Providing awareness of upcoming releases with possible performance impacts.
       2. Upon request, providing guidance on additional capabilities within a release that You could leverage.
       3. Providing performance and scalability testing against a targeted release.
   D. Provide performance and scalability guidance with any of the following:
       1. Development activities.
       2. Application usage and functionality.
       3. Recommending changes.
       4. Testing and release activities.
       5. Integration(s); and
       6. Data importing activities.
   E. Provide platform and systems architecture guidance with any of the following:
       1. Defining the role of Oracle in a multi-vendor business solutions instance including master data management and data transaction architecture.
       2. Work with You to help identify possible impacts of Oracle NetSuite Cloud Services product releases.
       3. Providing strategies to maintain and manage development, testing and release activities.
       4. Performing migrations between development, testing, and production instances.
   F. Assign a named support team to provide overall coordination and management of, support related cases submitted by You for any Oracle NetSuite Cloud Services.
   G. Oracle will assign an Oracle named platform team and a platform success manager that will provide overall coordination and management of, and execution by, Oracle's resources related to requests received from You for any ACS Support Services set out above; provided however, if any individual request from You for any ACS Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of eighty (80) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your order.

2. **Your Obligations and Project Assumptions**

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Support Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing ACS Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
1. Obtain Oracle NetSuite Cloud Services and NetSuite Support under separate contract prior to the commencement of ACS Support Services under Your order and maintain such Oracle NetSuite Cloud Services and NetSuite Support for the duration of the ACS Support Services provided under Your applicable order for the ACS Support Services.
2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Support Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform ACS Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Support Services.
5. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
6. Be responsible for any sandbox and/or development instances required by Oracle.
7. Be responsible for UAT.
8. Be responsible for ensuring any changes recommended by Oracle are implemented.
9. Be responsible for Your organizational change enablement and communication activities.
10. Do not film or record Oracle's delivery of ACS Support Services, Oracle resources, or any Oracle materials.
11. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per month allowed for the performance of ACS Support Services.
12. Provide Oracle with dedicated user access to Your systems necessary for the performance of ACS Support Services.
13. Comply with the terms of access and use of required third party services, including without limitation payment of any fees associated with Your use of such third-party services.
B. Project Assumptions
1. Oracle will solely determine if any ACS Support Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.
2. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system or if the service request is outside of the scope of ACS Support Services.
3. All ACS Support Services are performed remotely.
4. All ACS Support Services communication are in English.

5. You do not require Oracle consultants to work outside standard local country workday hours.
6. The ACS Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite Cloud Service instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform ACS Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
7. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
8. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Support Services described in section A (Description of Support Services) above will be by email and the Oracle NetSuite case management tool.
9. If the last quarter of the Term of Your order is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

3. **Unused Support Services**

   The maximum number of allowable Service hours per quarter specified in Your order must be used by You in that quarter. Any portion of the ACS Support Services or Service hours unused by You in such quarter will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

4. **Extended Hours**

   During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per month indicated in Your order for any given month. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

5. **Primary Point of Contact**

   You agree to designate primary contacts, not to exceed four (4), who will work together with Oracle to facilitate an efficient delivery of ACS Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that any such contact will utilize Service hours.

NetSuite ACS Advise

This Service Description applies to Customers who purchased this Service prior to July 15, 2022.

Note to Customers: *You hereby acknowledge that Section A.2.h below is no longer applicable to ACS Support Services orders placed by You on or after September 27, 2021.*

1. **Description of Support Services**

   A. **ACS Support Services.** During the Term of Your order, Oracle will provide You with the number of Support Service hours per quarter (with each quarter consisting of 3 months) specified in Your order, which hours may be applied towards the following ACS Advise Support Services related to Your Oracle NetSuite Cloud Service:
      1. Remediate issues You have encountered with any of the following:
         a. Oracle NetSuite SuiteCloud workflows, scripts and integrations.
         b. Oracle NetSuite Ecommerce websites and Point of Sale.
      2. Provide guidance on development activities.
      3. Provide guidance on application usage and configuration.
      4. Provide assistance with release management support consisting of providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite Cloud Service instance.
      5. Provide performance and scalability guidance and execution consisting of assistance with any of the following:
         a. Quarterly reporting of KPI's.
         b. Recommend changes in areas of performance or scalability.
      6. Provide optimization and sustainment guidance and execution consisting of assistance with any of the following:
         a. Making changes to Your business process flows.
         b. Making requested integration(s).
         c. Data importing activities.
      7. Provide website maintenance consisting of assistance with any of the following:
         a. Creating new ecommerce functionality.
         b. Performing website instance updates.
         c. Provide web store scripting.
         d. Provide landing or other new pages, templates, or layouts.
         e. Provide performance-related assistance.
         f. Provide SEO reviews.
         g. Provide KPI reviews.
         h. Provide design reviews.
      8. Subject to Your purchase of one or more of the Oracle NetSuite Cloud Services listed below, provide up to eighteen (18) hours of NetSuite Onboarding Support Services, which will be provided above and beyond the ACS Advise Support Service hours:
         a. NetSuite Onboarding Support Services hours must be consumed by You within six (6) months of the purchase of the following Oracle NetSuite Cloud Services, but in no event beyond the Term of Your order:
            i. Oracle NetSuite SuiteSuccess Starter Editions:
               1) Starter Cloud Service.
               2) Starter Products Cloud Service.
               3) Starter Services Cloud Service.

          4) Social Impact Starter Cloud Service.
     b. NetSuite Onboarding Support Services hours must be consumed within twelve (12) months of the purchase of the following Oracle NetSuite Cloud Services, but in no event beyond the Term of Your order:
          i. Oracle NetSuite Planning and Budgeting.
          ii. Oracle NetSuite SuiteSuccess for Commerce.

9. Oracle will provide overall coordination and management of, and execution by, Oracle's resources related to requests received from You for any ACS Advise Support Services set out above; provided however, if any individual request from You for any ACS Advise Support Services set out above exceeds an estimated duration of fifteen (15) Service hours, as determined in Oracle's sole discretion, such individual request shall not be considered eligible for delivery by Oracle under Your order.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any ACS Advise Support Services as set forth in Your order. Oracle is not responsible for any deficiency in performing ACS Advise Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the ACS Advise Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
1. Obtain Oracle NetSuite Cloud Services prior to the commencement of ACS Advise Support Services under Your orders and maintain such orders for Oracle NetSuite Cloud Services for the duration of the ACS Advise Support Services provided under Your applicable order for the ACS Support Services.
2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of ACS Advise Support Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform ACS Advise Support Services.
4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform ACS Advise Support Services.
5. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
6. Be responsible for any sandbox and/or development instances required by Oracle.
7. Be responsible for UAT.
8. Be responsible for Your organizational change enablement and communication activities.
9. Do not film or record Oracle's delivery of ACS Support Services, Oracle resources, or any Oracle materials.
10. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay(s) and inefficient use of the maximum number of Service hours per quarter allowed for the performance of ACS Advise Support Services.
11. Provide Oracle with dedicated user access to Your systems necessary for the performance of ACS Advise Support Services.

12. Comply with the terms of access and use of required third-party services, including without limitation payment of any fees associated with Your use of such third-party services.
13. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.
14. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the ACS Advise Support Services described above and obtain all proper licenses for any such images, materials and content.

B. Project Assumptions
1. Oracle will solely determine if any ACS Advise Support Services involving configuration, development and/or testing should be conducted in a sandbox/development instance prior to being applied to a production instance.
2. Oracle reserves the right to object to and decline a service request, if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system, or if the service request is outside of the scope of ACS Advise Support Services.
3. All ACS Advise Support Services will be performed remotely.
4. All ACS Advise Support Services communication are in English.
5. Oracle NetSuite consultants will not be required to work outside of the standard local country workday hours.
6. Remediation services identified in section A.2.a (under, "ACS Advise Support Services") are available 24 hours per day, 7 days a week, 365 days a year.
7. The ACS Advise Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform ACS Advise Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
8. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
9. Your primary form of communication with Oracle outside of meetings described as a part of the ACS Advise Support Services described in section A (Description of Support Services) above will be by email and the Oracle NetSuite case management tool.
10. If the last quarter of the Term of Your order is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

3. **Unused Support Services**

The maximum number of allowable Service hours per quarter (including any Extended Service Hours purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the ACS Advise Support Services unused in such quarter will be automatically forfeited by You with no further action required of either party. You will not be entitled to a refund, or any credit toward additional or other services.

4. **Extended Hours**

   During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

5. **Primary Point of Contact**

   You agree to designate only one (1) primary contact and one (1) secondary contact who will work with Oracle to help facilitate the efficient delivery of ACS Advise Support Services to You. Additional designated contacts authorized by You may contact Oracle, and You agree that Oracle's communication and interactions with any such contacts will be applied towards Your Service hours.

NetSuite ACS SD |01152025   Page **36** of **39**

NetSuite Advanced Partner Support

This Service Description applies to Customers who purchased this Service prior to July 15, 2022.

1. **Description of Support Services**

   During the Term of Your order, Oracle will provide You, as a third-party implementer of Oracle NetSuite Cloud Services, with the quantity of APS Service hours per quarter (with each quarter consisting of 3 months) specified in Your order to assist You with any of the following Support Services related to Your customers' Oracle NetSuite Cloud Services, Oracle NetSuite SuiteCommerce website instances or Oracle NetSuite Point-of-Sale modules ("Oracle NetSuite Cloud Services"); such Support Services are provided to You for the sole purpose of guiding You with implementing the Oracle NetSuite Cloud Services for Your customers:

   A. Guidance remediating issues Your customers have encountered with any of the following:
      1. Oracle NetSuite SuiteCloud workflows, scripts, integrations.
      2. Oracle NetSuite Ecommerce websites and Point of Sale.
   B. Guidance on development activities.
   C. Guidance on application usage and configuration.
   D. Guidance with performance and scalability.
   E. Guidance with any of the following release management activities:
      1. Advisement on upcoming releases including Proactive Feature Change Notifications; and
      2. Advisement regarding regression testing of Your customers' Oracle NetSuite Cloud Service instance against targeted release.
   F. Guidance with optimization and sustainment that may consist of assistance with any of the following:
      1. Your customers' business process flows.
      2. Integration(s); and
      3. Data importing activities.
   G. Guidance with platform and systems architecture that may consist of assistance with any of the following:
      1. Defining the role of Oracle NetSuite in a multi-vendor business solutions instance including master data management and data transaction architecture; and
      2. Strategies to support, maintain and manage adequate development, testing and release activities.
   H. Guidance with website maintenance that may consist of assistance with any of the following:
      1. Introducing new Ecommerce functionality.
      2. Website instance updates.
      3. Web store scripting.
      4. Landing or other new pages, templates, or layouts.
      5. Performance-related assistance; and
      6. SEO reviews.
   I. Assign an Oracle partner engagement manager ("engagement manager") that will provide overall coordination and management of the Support Services set out in this section A; provided however, if any individual request from You for any Support Services set out above exceeds an estimated duration (as determined solely by Oracle) of fifteen (15) Service hours, such individual request shall not be considered eligible for delivery by Oracle under Your order.

Page **37** of **39**

2. **Your Obligations and Project Assumptions**

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Support Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Support Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Support Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations
   1. Prior to providing any Support Services to You, confirm that Your customers obtain Oracle NetSuite Cloud Services under separate contract and maintain such Oracle NetSuite Cloud Services, without interruption, during the period such Support Services are being provided to You.
   2. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Support Services.
   3. Provide any notices, and obtain any consents, required for Oracle to perform Support Services.
   4. Limit Oracle's access to any production instances or shared development instances to the extent necessary for Oracle to perform Support Services.
   5. Use commercially reasonable efforts to undertake product enablement prior to engaging Support Services for any specific Oracle NetSuite Cloud Service, where such enablement is available.
   6. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
   7. Be responsible for any sandbox and/or development instances required by Oracle.
   8. Be responsible for UAT.
   9. Be responsible for Your organizational change enablement and communication activities.
   10. Do not film or record Oracle's delivery of Support Services, Oracle resources, or any Oracle materials.
   11. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Support Services.
   12. Provide Oracle with view only access to Your customer's systems necessary for the performance of Support Services.
   13. Procure, if required, a Google Analytics account and provide Oracle with authorized view only access to Your customers' Google Analytics account.
B. Project Assumptions
   1. Oracle reserves the right to object to and decline a service request if Oracle believes, in its sole determination, that completion of such service request may result in potentially unfavorable outcome(s) to Your system, or if the service request is outside of the scope of Support Services.
   2. All Support Services are performed remotely.
   3. All Support Services communication are in English.

4. You do not require Oracle consultants to work outside standard local country workday hours.
5. The Support Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Oracle NetSuite Cloud Service instance by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Support Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise lacks adequate security and will inform You as early as possible of such decision.
6. Oracle resources cannot execute, deploy code, or otherwise make changes to Your data within Your customers' Oracle NetSuite Cloud Services.
7. Your primary form of communication with Oracle outside of meetings described as a part of the Support Services described in section A (Description of Support Services) above will be by email and the Oracle NetSuite case management tool.

3. **Unused Support Services**

The maximum number of allowable Service hours per quarter (including any Extended Hours purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Support Services unused in such quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Support Services. For Oracle to provide Support Services set out in the above Description of Support Services after the Term of Your order, Oracle and You must mutually agree upon a separate order for such Support Services.

If the last quarter of the Term of Your order is less than three (3) months, then the quarterly Service hours will be pro-rated accordingly.

4. **Extended Hours**

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter. Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

5. **Primary Point of Contact**

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Support Services. Additional designated contacts authorized by You may contact Oracle, and You agree that any such contact will utilize Service hours.

NetSuite ACS SD |01152025   Page **39** of **39**