

## Professional Services Addendum

**THIS PROFESSIONAL SERVICES ADDENDUM** ("Addendum") is an addendum to the Subscription Services Agreement (the "Agreement") between Oracle Canada ULC and Customer, as defined in the Agreement.

Customer has entered into the Agreement for the provision of the Service (as defined therein). If Customer procures Professional Services from Oracle then all such services shall be provided pursuant to the terms and conditions herein. Capitalized terms used in this Addendum shall have the meaning defined under the Agreement. **The terms and conditions of this Addendum are hereby incorporated by reference into the Agreement.** In the event of conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall prevail with respect to the subject matter herein. The terms in the Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed thereunder shall control as to the engagement described in that Statement of Work.

### 1. Scope of Services.

**1.1** Subject to the terms and conditions of the Agreement and this Addendum, Oracle will provide Customer with Professional Services as set forth in the applicable statements of work executed by Oracle and Customer or an Estimate/Order Forms executed by Customer and accepted by Oracle (each, a "Statement of Work" or "SOW"). All Statements of Work shall be deemed part of and subject to this Addendum. Subject to terms and conditions of the Agreement, and during the Term, Customer shall have the non-exclusive, worldwide, limited right to use any deliverables and/or training materials delivered by Oracle to Customer as part of the Professional Services ("Deliverables") solely for Customer's internal business operations in connection with its authorized use of the applicable Cloud Service.

### 1.2 Terms and Conditions for Training.

**1.2.1 Training Deliverables.** Customer is solely responsible for any printing, shipping and copying charges for any training Deliverables. All electronic and hard copy versions of the training Deliverables are provided for Customer's internal training purposes only. Customer is prohibited from: (a) modifying the training Deliverables, unless otherwise authorized in writing by Oracle or set forth in an applicable SOW; (b) reselling or sublicensing any training Deliverables; and (c) utilizing the training Deliverables to replicate or attempt to perform the training, unless otherwise authorized in writing by Oracle or set forth in an applicable SOW; and (d) developing or attempting to develop any of the products described in such training Deliverables. Customer may not record, stream or otherwise capture any performance or aspect of the training Professional Services. Training Deliverables are not subject to any maintenance, support or updates.

**1.2.2 For Onsite Delivery.** Customer is responsible for providing appropriate training facilities for the training delivery, including without limitation Internet connectivity, student access to a Demo Account to which Customer may be granted access, projector, student computers and other reasonable classroom amenities.

**1.2.3 Access to Demo Account.** In connection with Oracle's provision of training hereunder, Oracle may provide attending Customer employees ("Training Users") with temporary and limited access to the Service solely for such Training Users' non-commercial use and receipt of training hereunder ("Demo Account"). Such Training Users' access to the Demo Account shall be subject to the terms and conditions that appear upon the initial provisioning or use of the Demo Account ("Trial Account Agreement"). The Trial Account Agreement may also be found at [www.netsuite.com/termservice](http://www.netsuite.com/termservice). By selecting "I Agree" and/or accessing or using the Demo Account enabled for Customer by Oracle, Customer and the Training Users agree to the terms of such Trial Account Agreement in connection with Customer's use and the use by its Training Users of the Demo Account. Oracle has no obligation to provide any maintenance, support or updates with respect to Customer's use of the Demo Account.

**2. Change Management Process.** If Customer or Oracle requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. Within forty-eight (48) hours of receipt of the written notice, each party's project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. Oracle will prepare a change order describing the proposed changes to the Statement of Work and the applicable change in fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this Addendum. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management for resolution.

**3. Tools.** Notwithstanding any other provision of this Addendum: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by Oracle to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are made available on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools. Tools are Oracle Confidential Information. Customer customizations may require the use of the SuiteCloud features governed by the SuiteCloud Terms of Service at [www.netsuite.com/termservice](http://www.netsuite.com/termservice).

**4. Term.** This Addendum shall be effective as of the Effective Date of the Agreement and shall continue in effect during the Term of the Agreement. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW. Once signed by both parties, a SOW and/or an Estimate/Order Form shall be non-cancellable, except as otherwise explicitly stated in such SOW or Estimate/Order Form.

**5. Subcontracting.** Oracle's relationship with Customer pursuant to this Addendum will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other.