NetSuite SuiteCommerce In-Store Module Addendum

This NetSuite SuiteCommerce In-Store Module Addendum ("**Addendum**") is made effective as of the date the applicable Estimate/Order Form that references this Addendum is signed by Customer ("**Addendum Effective Date**") and sets forth additional terms and conditions that govern use of the NetSuite SuiteCommerce InStore Module. This Addendum is in addition to and amends the Subscription Services Agreement ("**SSA**" collectively, "**Agreement**") between you ("**Customer**") and Oracle (as defined below), but solely in connection with the NetSuite SuiteCommerce InStore Module. Oracle and Customer hereby agree as follows:

1.   Definitions.

"**Client Devices**" means the client devices (including without limitation, any smartphone, tablet, computer or other device) operated by or for Customer at a Store.

"**NetSuite SCIS Module**" means the NetSuite SuiteCommerce In-Store hosted software module, as such module is described in the applicable Help Documentation.

"**NetSuite SCIS Client Device Application**" means the NetSuite SuiteCommerce In-Store Client Device application, made available for download by Oracle in object code only at the app store for the applicable Client Device ,that is installed on the Client Device(s) and, for mobile devices only, is governed by a separate Oracle End User License Agreement for Mobile Applications that accompanies the NetSuite SCIS Client Device Application. The current version of the Oracle End User Agreement for Mobile Applications is located for reference at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/, or such other URL as specified by Oracle.

"**Oracle**" means the Oracle affiliate identified on your Estimate/Order Form.

"**Store**" means a Customer retail establishment or location at which one (1) or more Client Devices are located.

"**Store Data**" means the Customer's sales transaction data that is transmitted from a Client Device through the Store Network and that resides on the NetSuite SCIS Module.

"**Store Network**" means the Customer's equipment and transmission lines on which the Store Data resides and is transmitted from a Client Device to the NetSuite SCIS Module.

2.   Subscription to NetSuite SCIS Module and License to NetSuite SCIS Client Application.

The NetSuite SCIS Module is included in the "Service" under the SSA, subject to the terms and conditions set forth in this Addendum.

a.   Scope of Use. Subject to the terms and conditions of the Agreement (as modified by this Addendum) and during the Term for the NetSuite SCIS Module (as specified in the applicable Estimate/Order Form), Customer may use the NetSuite SCIS Module solely (i) for Customer's internal business operations, and (ii) at the number of Stores and on the number of Client Devices for which Customer has paid all applicable fees as set forth in the applicable Estimate/Order Form.

b.   Software License for Mobile Applications. The NetSuite SCIS Client Device Application is required for use of Client Devices with the NetSuite SCIS Module and is licensed to Customer pursuant to the Oracle End User Agreement for Mobile Applications.

c.   .Software Updates. Notwithstanding anything to the contrary in the Agreement or the Oracle End User License Agreement for Mobile Applications, as applicable, the NetSuite SCIS Module and NetSuite SCIS Client Device Application are software components independent from the Cloud Service and may or may not be updated on the same schedule as the Cloud Service.

3.   No PCI Standards. For clarity, the standards promulgated by the PCI Security Standards Council, LLC ("**PCI SSC**"), such as PCI-DSS, do not currently apply to the NetSuite SCIS Module on the current Oracle-supported Client Devices. If the PCI SSC releases an applicable standard and any related requirements in the future (the "**Future Standard**"), or if Oracle makes changes to the product that makes it eligible for certification to PCI-DSS, Oracle may develop and implement a plan for the NetSuite SCIS Module for the Oracle-supported Client Device platforms to be compliant with and/or certified against such Future Standard or PCI-DSS, as applicable. In the event that Oracle pursues certification, Customer acknowledges and agrees that any changes made to the NetSuite SCIS Module by the Customer may affect such compliance and/or certification and Customer shall be solely responsible for ensuring that any customization, changes or modifications made to the NetSuite SCIS Module are compliant with such Future Standard or PCI-DSS, as applicable.

4.   Additional Customer Responsibilities. Customer, not Oracle, is solely responsible for procuring, installing and

maintaining the Client Devices, applicable card brand contracts, rules and regulations and any other peripheral point of sale components from third parties (including without limitation any operating system and platform on which the Client Devices run). Customer shall use appropriate measures to maintain the confidentiality, integrity, availability and security of the Client Devices, Store Network and of all Store Data residing on the Store Network and transmitted to the NetSuite SCIS Module (including but not limited to: following implementation recommendations provided in the Help Documentation, promptly applying patches and updates provided by Oracle and other Client Device software providers; full disk encryption; anti-virus; network, access, and physical controls).

5.   General. Except as expressly modified by this Addendum, all terms and conditions in the SSA shall remain in full force and effect. In the event of any conflicts between the terms of this Addendum and the SSA, this Addendum shall take precedence solely with respect to the NetSuite SCIS Module and the subject matter herein. Capitalized terms not defined in this Addendum have the meaning assigned to them in the SSA.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS ADDENDUM, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING THE APPLICABLE ESTIMATE/ORDER FORM HAS BEEN AUTHORIZED TO DO SO.