1. Introduction

Effective Date: Date on which Customer signs the Estimate/Order Form referencing this Statement of Work
Customer Name: Name Identified on Estimate/Order Form referencing this Statement of Work ("Customer")

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Oracle America, Inc. ("Oracle") for Customer (collectively "Parties") pursuant to (in order of preference, as applicable): (i) the Professional Services Addendum to the Subscription Services Agreement entered by and between the Parties, (ii) the separate Professional Services Agreement entered by and between the Parties; or (iii) if neither (i) nor (ii) are applicable, the Professional Services Agreement found at www.netsuite.com/termsofservice (the "PS Terms"). Once executed by the Parties, this SOW shall be incorporated by reference into the PS Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the PS Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the PS Terms. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party.

Professional Services Context: Ecommerce Website Professional Services

Customer is in the process of implementing, optimizing, troubleshooting, monitoring or otherwise maintaining Customer's instance of the NetSuite Service, or in the case of a Commerce Agency Program member ("CAP" as referenced below in section 2), its Customer's instance of the NetSuite Service. Customer has requested that Oracle's professional services organization provide resources ("Oracle PS") to assist Customer's personnel and/or third party systems integrator staff (collectively "Customer Resources") as further detailed and identified below in Section 2 ("Commerce Success Services" or "CSS"). CSS is intended to provide a subscription-based Professional Services offering to Customer for websites built using NetSuite's SuiteCommerce Advanced or SiteBuilder module ("Website") as further detailed in Section 2 below.

2. Description of the Professional Services

Commerce Success Services includes the selected Plan components referenced in the table below, as further described herein. A "Plan" (CAP Member, Starter, Standard, Premium or Ultimate) must be selected and noted on the applicable Estimate/Order Form. Once a Plan is procured pursuant to a signed Estimate/Order Form, Customer will be provided access to a NetSuite Commerce Experience Manager ("CXM") and case management tools that will enable Customer to request assistance pursuant to the applicable Plan. Oracle PS resources comprising the Commerce Success Services team (the "CSS Team") will then assist Customer as applicable.

Features	CAP Members	Starter	Standard	Premium	Ultimate
"Subscription Hours" available solely for: • Website Maintenance • Website Optimization	36 hrs.	36 hrs.	96 hrs.	144 hrs.	216 hrs.
Strategic Planning Sessions	n/a	*Quarterly*	*Monthly*	*Monthly*	*Monthly*
Website Availability Monitoring	n/a	n/a	●	●	●
Website Enhancement Review (quarterly)	n/a	n/a	●	●	●
Checkout Analysis (quarterly)	n/a	n/a	n/a	●	●
Enhanced response time	n/a	n/a	n/a	n/a	* ●
NetSuite Commerce Experience Manager Role	*Provided in addition to Customer's selected Plan as separate Professional Services under this SOW **				

*Oracle will use commercially reasonable efforts to respond to or acknowledge receipt of CSS requests within one (1) business day.

** The CXM is a shared resource that will serve as Customer's primary Oracle point of contact for CSS and will coordinate efforts with the CSS Team, including communications related to requests for assistance under Customer's Plan. The Customer must contact the assigned CXM as described in Section 3(a)(ii) below to engage Oracle resources under CSS.

For clarity, the CXM role is not part of any Plan and as such does not draw from the fixed set of hours provided under the chosen Plan. Except for CXM-scheduled calls for Strategic Planning Sessions, Website Enhancement Review, and Checkout Analysis if applicable under Customer's Plan, CXM-scheduled calls will generally last one hour and will take place weekly.

Notwithstanding the above, the CXM may choose in his or her own discretion to increase the frequency of communication at any time, for example, during a particularly active period for a customer (e.g. high number of project go-lives). Likewise, during an extended period of inactivity on a Customer's Website, the CXM may choose to decrease the frequency of communications. Any such changes in communication will be discussed with Customer in advance.

Strategic Planning Sessions

These CXM-led calls are designed to facilitate alignment and success of Customer's Website capabilities and business goals. During these sessions, the CXM will help develop a customized plan to enhance Customer's Website. The nature of the sessions will be determined by the Customer's business goals, but a typical agenda will consist of:

- Updates on Customer's Website enhancement plan
- Assistance with identifying potential Website issues
- Guidance and recommendations to mitigate/remediate identified issues

These calls will be scheduled by the CXM and will generally last between one to two hours and will take place monthly or quarterly, depending on the Plan purchased.

Website Enhancement Review

These are CXM-led calls to discuss Customer's ongoing Website enhancements and priorities. Where applicable, the CXM can use these sessions to provide measurable feedback from analytics for previously implemented features on Customer's Website. The CXM will also use these sessions as an opportunity to communicate the current release of SuiteCommerce features and the potential benefits for Customer's Website.

These calls will be scheduled by the CXM and will generally last between one to two hours and will take place quarterly.

Checkout Analysis

Checkout Analysis offers a review of the checkout performance for one Website, analyzing the checkout by device type, browser, channel and other segments. A Oracle-provided third party tool is used to query Google Analytics ecommerce and page view metrics to intelligently illustrate how shoppers are interacting with the checkout on Customer's Website. The analysis will provide an aggregated view of Customer's Website checkout journey by evaluating different dimensions and metrics. By focusing on important aspects like device (desktop vs. mobile vs. tablet) and browser type, Oracle can provide an understanding of current checkout performance and offer recommendations on improvements. This analysis will require access to Customer's Google Analytics account and API access using a third party tool as described in the Assumptions section.

The analysis, findings and any recommendations will be drawn up in a document and presented to Customer on a call. These calls will be scheduled by the CXM and generally will last between one to two hours and will take place quarterly. At his or her own discretion, the CXM may choose to replace one of the standing calls (Strategic Planning Sessions or Website Enhancement Review) to discuss the results of the checkout analysis.

Website Availability Monitoring

With the exception of order placement metrics, Oracle will set up hourly site monitoring for one Website in order to assess uptime and basic Website functionality metrics.

If the monitoring service triggers an alert related to an Incident (as such term is defined in the Support Terms), then such Incident will be handled pursuant to the Support Terms.

Website Maintenance and Optimization

Website Maintenance:

Customer's Subscription Hours (as determined by the Plan purchased) may be used for Website Maintenance. "Website Maintenance" shall mean Professional Services designed to address the Customer's basic Website development needs and is provided to assist Customer with the management of implementation and optimization of integrations, updates, and improvements to Customer's instance of the Service used with Customer's Website. Website Maintenance may include:

      1) Development of new ecommerce functionality.
      2) Website updates.
      3) Web store and/or back-office scripting.
      4) Landing or other new pages / templates / layouts.
      5) SEO services / assistance.

Customer may request specific Website Maintenance requests. New requests will be raised and discussed initially with the CXM or created via the case management system, and then reviewed by the CSS Team.

If the CSS Team agrees to assist with Customer's Website Maintenance requests, an estimate of the number of hours needed to provide the requested assistance will be generated and the CXM will contact Customer to discuss the estimate. Upon Customer's approval of the estimate, a task will be raised and assigned to the next available CSS Team member(s).

If the CSS Team in its sole discretion determines that a request is not suitable, too large or too complex (e.g. requires detailed scoping or multiple team involvement), then the Customer will be notified.   Oracle may offer Customer an alternative solution (e.g. breaking down one large project into a series of smaller projects). If no viable alternative is possible, a separate Professional Services engagement pursuant to a new SOW may be recommended.

Hours provided for Website Maintenance are consumed from the Subscription Hours and tracked by Oracle. Customer must have unused Subscription Hours available in order to request any specific requests.

Website Optimization:

Customer's Subscription Hours (as determined by the Plan purchased) may be used for Website Optimization. "Website Optimization" shall mean Professional Services designed to assist with the ongoing optimization of Customer's Website. Website Optimization services may include SEO reviews, performance audits and design reviews.
For Website Optimization services, Customer will be provided with our findings with recommendations, and a call will be set up by the CXM to review the findings. These calls will generally last between one to two hours and will consume Subscription Hours. At his or her own discretion, the CXM may choose to use one of the standing calls (Strategic Planning Sessions or Website Enhancement Review) to discuss the findings.

Hours provided for Website Optimization are consumed from the Subscription Hours and tracked by Oracle. Customer must have unused Subscription Hours available in order to request any specific requests.

3. **Assumptions and Additional Terms**

(a) Professional Services

    i.   **Implementation.**
1. If at any point the CSS team deems it necessary to implement changes to the Website in a separate environment to avoid affecting the currently live sites, a Sandbox instance must be provided or procured by Customer, if not available. If additional time is required for a Sandbox implementation or for a Sandbox to Production migration, additional hours may need to be requested and fees will apply as set forth in a separate SOW. Subscription Hours cannot be used for such services. The CSS team will notify Customer in advance of any such requirement.
2. Customer will be solely responsible for user acceptance testing ("UAT") of configured and implemented processes.

    ii.   **Communication.**
Outside of the scheduled CXM-led sessions, communication with the CSS team will be conducted as outlined below:
1. Electronic communication: Primary correspondence with the CSS team will be via the CXM using email and Oracle case management tools.
2. Phone: Secondary correspondence can take place via phone calls and off-line meetings as necessary and when agreed with the CXM.
3. Customer resource: Customer will be required to designate a primary point of contact for CSS correspondence.
4. Oracle in its sole discretion may decide to support alternative communication channels.
5. Customer will be responsible for its organizational change enablement and communication activities associated with any active CSS projects.
6. Customer will be required to identify key stakeholder(s) for CSS requests to facilitate expedited CSS project delivery.

    iii.   **Technology.**
1. Supported Browsers: All implementation support will be limited to the following browsers, unless otherwise specified in the request:
   a. Internet Explorer – versions 10 and 11
   b. Chrome (*)
   c. Safari (*)
   d. Firefox (*)

   (*) Latest major release and most up-to-date update for each browser as of the date the Customer requests implementation support. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to support any web browsers or mobile device OS that it believes to be vulnerable or otherwise insecure and provide prompt notice of nonsupport to Customer. Oracle's updated published list of supported browsers can be found on SuiteAnswers by searching for "supported browsers" in the search tool and clicking on the resulting document.

2. <u>Responsive Design:</u> The CSS team will utilize responsive design techniques for mobile implementation. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.

3. <u>Access to Customer Account(s):</u> Professional Services hereunder may require Oracle to access Customer's sandbox and production environments of the Service ("Customer Accounts"). Customer agrees to provide Oracle with the level of Customer Account(s) access that is reasonably necessary to deliver the Professional Services hereunder for so long as Oracle requires such access. Customer shall immediately remove Oracle's access upon the earlier of: (A) expiration or termination of this SOW or (B) the date that all of the Professional Services hereunder have been provided. Several CSS Professional Services, including but not limited to, Website Optimization Professional Services, will require Oracle to monitor, collect, store, and analyze specific anonymous data points generated by Customer's Website, including but not limited to, visits, sessions, conversion rates, transactions, revenue and overall growth rate.

4. <u>Access and Use of Google Analytics and Third Party Software:</u>

   a. *Use of Google Analytics for CSS Professional Services:* In order to obtain the additional benefit of combining the Google Analytics results with Customer's Website data, Customer will need to procure a Google Analytics account and provide Oracle with authorized access to Customer's Google Analytics account to facilitate the collection of Website data to provide the CSS Professional Services. Examples of Website data include, but are not limited to, revenue, transactions, conversion rate and overall growth rate. Customer has reviewed and is solely responsible for complying with the terms of any platform policies or terms related to its Google Analytics account.

   b. *Use of Third Party API Service for CSS Professional Services:* In order to obtain additional benchmarking data, Customer will enable Oracle to access Customer's Google Analytics account via the use of a third party application program interface (API). Examples of benchmarking data include, but are not limited to, conversion rate and growth rates for revenue and transactions. Oracle shall be free to use and disclose the benchmarking data for purposes including, but not limited to, aggregating the anonymized benchmarking data to create and provide statistics on the SuiteCommerce customer base and on general industry trends, and providing such aggregated, anonymized data to Oracle customers.

(b) SOW Term/Expiration. The initial subscription term of this SOW shall begin on the Effective Date and continue for the term specified in the applicable Estimate/Order Form ("Initial Term"). Thereafter, the subscription term of this SOW shall be extended as set forth in subsequent Estimate/Order Forms, and in the event Customer has not signed and delivered a renewal Estimate/Order Form to Oracle prior to the expiration of the then-current term, then this SOW shall automatically renew for successive terms of one (1) year each (each successive renewal term, a "Renewal Term"). Either party may terminate this SOW by providing written notice of non-renewal to the other at least thirty (30) days before expiration of the then-current term, but for any notice of termination by Customer, such termination shall only be effective at the end of the last day of the one-year period in which the termination date was to occur. Upon any termination of this SOW, Oracle shall have no obligation to provide Professional Services to Customer pursuant to this SOW. If Customer wishes to procure Professional Services from Oracle after termination, then a new SOW shall be created reflecting Oracle's then-current pricing for such services.

(c) Subscription Hours: Customer must use the Subscription Hours within the 12-month term. The Subscription Hours available for terms less than 12 months in duration will be pro-rated accordingly and Customer must use the pro-rated Subscription Hours in the pro-rated term. If any Subscription Hours remain unused upon expiration of the then-current term, then such hours shall be forfeited and deemed to have been delivered and Customer agrees that it will receive no credit for any unused hours. If Customer uses all Subscription Hours prior to the expiration of the then-current term, then Customer can purchase additional Subscription Hours in ten-hour increments pursuant to a separate Estimate / Order Form for Customer's use for the remainder of the then-current term. Such purchases would be based on Oracle's then-current pricing. Subscription Hours purchased can only be used for Professional Services provided under this SOW.

(d) Other Assumptions:

i. **Scope:** Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW.

ii. **Remote Professional Services:** The Professional Services outlined in this SOW will be provided remotely in English (whether verbally or in writing), with communication via telephone, email and web-conference (the standard platform for online delivery is Cisco WebEx tools) from Oracle's own facilities as described above.

iii. **Onsite Professional Services:** If onsite services are incorporated into this SOW, the schedule for any onsite services will be determined between Oracle and Customer upon Project start. If initial onsite or additional onsite Professional Services become necessary during the term of this SOW, then such Professional Services shall be provided subject to the Change Management Process for additional fees.

iv. **No Recording**: Customer shall not film or record Oracle delivery of Professional Services, Oracle resources, or Oracle materials.

v. **Business Hours/Overtime:** Any and all hours outside normal business hours and/or in excess of ten (10) hours per day per Oracle resource or fifty (50) hours per week per Oracle resource require the prior written consent of Oracle.

vi. **Cancellation / Postponement**: Oracle and Customer shall use commercially reasonable efforts to attend all scheduled CSS meetings. The repeated cancelation of CSS meetings may result in delay and additional costs.

vii. **Customer Participation:** Customer acknowledges and agrees to provide Oracle with prompt and adequate responses to its requests for information and other requests related to the Professional Services to be performed under this SOW. In the event that Oracle has made a request and Customer has not responded promptly with the requested information, Oracle may issue a "Final 30-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Oracle shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Professional Services fees as set forth herein. Any and all services requested by Customer following the expiration of the aforementioned thirty (30) day period will require Customer and Oracle to execute a new SOW and Customer shall be responsible for any additional Professional Services fees contemplated there under, even if listed in the original SOW.

viii. **Subcontractor Information:** In the event Customer requires information regarding subcontractors that Oracle may use to assist with the Professional Services under this SOW, then Oracle will use commercially reasonable efforts to provide such information upon Customer's request.

ix. **Standard Functionality:** Service functions referenced herein are assumed to be standard functionality implemented through configuration changes only, except as may otherwise be specified in this SOW. Any changes to the business processes supported by the SuiteFlex code or to the level of functionality supplied are outside the scope of this SOW.

x. **Licenses Procurement and Acceptance of Terms:**

1. Any rights for Customer to use the Service (including without limitation any Service functionalities, products, modules and features) are outside the scope of this SOW and must be separately procured by Customer from Oracle pursuant to an Estimate/Order Form under the Subscription Services Agreement.

2. Additionally, Customer is responsible for separately procuring, at its own expense, all necessary rights for its and/or Oracle's use of any Customer or third party technology that will be used within the scope of this SOW, including any applications and/or services with which the Service can be connected through integrations. Customer represents and warrants that it will procure all such rights prior to using or permitting Oracle's use of any such third party technology hereunder. Customer acknowledges that use of third party technology and/or services not already licensed or purchased by Customer may require additional licenses and fee(s) that must be obtained separately by the Customer from the specific third party provider of such applications and/or services.

3. Without limiting Subsection (b) above, if Customer instructs Oracle to download or use any open source or other software in connection with Professional Services, Customer hereby appoints Oracle as an agent to perform such download for Customer (including accepting any click-through terms). Customer acknowledges that any such terms will be binding directly on Customer and that Customer (not Oracle) is solely responsible for compliance with such terms.

xi. **Consistent Processes:** To the extent that any functional process used within Customer's organization is configured or deployed in a materially different manner in each or any part of the organization, Customer shall be responsible for any separate or additional Professional Services that may be required to implement the Service given such materially different configurations or deployments for that functional process.

xii. **Future Product Release:** This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the current general release of the Service.

xiii. **Technical Customizations**: If technical services are incorporated in this SOW, the functionality outlined as technical services are general requirements and do not represent a technical design specification. Definition of complete, detailed requirements will be confirmed prior to development. Any resulting modifications to the custom code functionality, such as naming conventions, increase in forms or fields, or workflow processes, are outside the scope of this SOW.

xiv. **SuiteCloud^{TM}**: SuiteCloud^{TM} is the technology toolkit for customization, verticalization, and business process automation within NetSuite Business Operating System (BOS) platform. Any SuiteCloud customization requirements discovered during the implementation process may be subject to additional fees under a separate SOW, priced according to complexity. Any changes to the business processes supported by the SuiteCloud code or to the level of functionality supplied may be subject to additional fees under a separate SOW or Change Order. In the event that Oracle is required to create certain standard development tools, client-side and/or server-side SuiteScripts, and/or standard modules and routines for processing, developing and/or creating any deliverables under this SOW ("Tool(s)"), Oracle retains all right, title and interest in and to such Tool(s) and no license to such Tool(s) is granted hereunder.

xv. **Integration/Web Services:** Except as expressly set forth herein, integration, including any SuiteScripting to support integration efforts, is not included in this SOW. In the event that requirements surface for Integration/Web Services functionality that are not outlined in this document, a separate SOW will be developed and the change management process will be followed. In the event that Oracle coordination of a third party integration vendor is required and agreed to by Oracle, Oracle will regularly communicate project status with the said third party, including key milestones, dependencies, and risks.

xvi. **Customer Resources Availability:** Project timeline estimates are based on availability of Customer resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.

xvii. **Customer Administrator:** It is assumed that Customer will provide an Administrator for the purpose of providing access to Customer's system(s). The Administrator is critical to the success of CSS and long term adoption of the Service. Customer will use commercially reasonable efforts to ensure that the resource assigned as Administrator is to be in place prior to the start of CSS and remain for the duration of the engagement.

xviii. **Images:** Oracle will not be providing any images (including stock photograph or other digital assets), materials or other content that will be used on Customer's website. Customer will be responsible for providing all such images, materials or other content that Oracle will integrate into the Customer website as described in this SOW.

xix. **SuiteCommerce Advanced Features:** This SOW does not grant access to the SuiteCommerce Advanced Features module. Rather, this SOW simply describes the implementation services, if any, to be delivered. The Customer is solely responsible for all costs and actions related to the procurement of the right to access SuiteCommerce Advanced Features before Oracle will perform any related Professional Services. Please contact your Oracle sales representative with any questions.

xx. **SuiteCommerce Advanced for SuiteCommerce Advanced Projects:** Customer must acquire a license to the NetSuite SuiteCommerce Advanced product before beginning any Implementation phase. This product is mandatory and if not active, then NO implementation can be completed by Oracle PS. Once the templates have content samples, the Customer will be responsible for adding additional content to include product items, shipping items, information items and categories, unless a site maintenance service package is purchased. Oracle is not responsible for creating or uploading items or content to the Customer's NetSuite Service account.

xxi. **SiteBuilder Module:** Customer must acquire a license to the NetSuite SiteBuilder module before beginning any Implementation phase. This module is mandatory and if not active, then NO implementation work can be completed by OraclePS. Once the templates have content samples, the Customer will be responsible for adding additional content to include product items, shipping items, information items and categories, unless a site maintenance service package is purchased. Oracle is not responsible for creating or uploading items or content to the Customer's NetSuite Service account.

xxii. **Dedicated User Access:** Although not required, dedicated ccess between the NetSuite Serviceand the NetSuite POS Module (through a dedicated NetSuite Service User access credential) is strongly recommended. Customer understands in the absence of dedicated User access to the NetSuite POS Module, the login credentials for Customer's instance of the NetSuite Service must be provided on a temporary basis during certain phases of the Professional Services described in this SOW and any changes to such login credentials must be coordinated with Oracle. Any change to the login credentials not communicated to Oracle will result in interrupted communication between the NetSuite Service and the NetSuite POS Module.

xxiii. **Standard Payment Processor Requirements:** Customer understands they will need to move to a supported third party payment gateway for credit cards and confirm their stored value card SVC (gift cards) work with such third party gateway (or migrate their SVC program). Third party supported gateways include: Mercury Payments (MPS), Shift4 (additional Subscription Hours needed) and PC/Charge (additional Subscription Hours needed). Both Shift4 and PC/Charge would require additional Subscription Hours to implement and would also require that Customer to enter into a separate agreement with such third party vendors for the use of the software and any payment processing fees/services. The MPS software is included in the NetSuite POS Module, but requires Customer to enter into a separate agreement with MPS for any payment processing fees/services.

xxiv. **PA-DSS Compliance**: The NetSuite POS Module shall be compliant with the Payment Application Data Security Standard (PA-DSS) in affect at the time such module is initially made available to Customer. Any changes made to the NetSuite POS Module that are not in accordance with NetSuite's standard installation and configuration documentation and specifications may affect such compliance and Customer shall be solely responsible for ensuring that any deviations to the NetSuite POS Module are compliant with the PA-DSS.