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Statement of Direction

Oracle NetSuite Professional Services – Service Descriptions: Retired Services

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METRICS

Please Note: The following terms, as used in the order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: “Agreement” and “Master Agreement”; “Customer”, “Client”, “Company” and “You”; “Program Documentation” and “Documentation”; “Ordering Document”, “order”, “Order” and “Estimate/Order Form”; “Term” and “Services Period”; “Your Data”, “Company Data” and “Your Content”.

GLOSSARY

Terms not defined shall have the same meaning as in the Professional Services Agreement.

“NetSuite instance” means Your Oracle NetSuite instance.

“Professional Services Period” means within six (6) months from the signature date of the order.

“Go-Live” means activating user access to the NetSuite instance configuration within Your production environment. Go-Live occurs upon cut-over to Your production environment and post Go-Live support begins at cut-over.

ACRONYM KEY

“A/P” means Accounts Payable

“A/R” means Accounts Receivable

“API” means Application Program Interface

“COA” means Chart of Accounts

“CSV” means Comma Separated Value

“KPI” means Key Performance Indicator(s)

“PSG Bundles” means Platform Solutions Group Bundles

RETIRED OFFERINGS

6429 - Activation – SuiteSuccess Food & Beverage Starter

1. Description of Services

Oracle will perform the following activation services (“Services”) to assist You with the implementation of SuiteSuccess Food & Beverage Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Services and estimated timeline for performance of the Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language and one (1) single currency to be deployed for all application users;
 2. Configure OneWorld for up to one (1) country.
 3. Configure up to one (1) parent and one (1) subsidiary account;
 4. Configure up to ten (10) custom fields;
 5. Activate the following preconfigured roles: Controller, Executive, Purchasing & A/P, Sales & A/R, Inventory Manager and Administrator;
 6. Activate the following preconfigured PSG Bundles:
 - a. Dashboard Tiles
 - b. Navigation Portlets
 - c. Electronic Bank Payments
 - d. Enhanced Sales Center
 - e. Last Sales Activity
 7. Activate reports, saved searches, and KPI scorecards.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty-five hours (35) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool;
 2. Overview of standard NetSuite data templates;
 3. Guidance on how to map Your existing data into the NetSuite instance; and
 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. Chart of Accounts – up to two hundred fifty (250)
 - b. Accounting Segments – up to one hundred fifty (150)
 - c. Employees – up to fifty (50)
 - d. Customers – up to two hundred fifty (250)
 - e. Vendors – up to two hundred fifty (250)
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150)
 - g. Items (Assembly) – up to twenty (20)
 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:

- a. Opening Account Balances – one (1) consolidated opening balance
 - b. Historical Trial Balances – one (1) year consolidated by quarter
 - c. Open Transactions (Sales orders, Purchase orders, accounts receivable, accounts payable) – up to five hundred (500)
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Provide up to four (4) hours of post Go-Live support, which must be utilized within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
- 1. Weekly meetings to answer questions; and
 - 2. Support via email or phone.

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 Services as set forth in above. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

- 1. Obtain Cloud Services under separate contract prior to the commencement of Services and maintain such Cloud Services for the duration of the Services.
- 2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- 3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform 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. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7. Don’t film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- 8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Services.
- 9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- 10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified based on Your Oracle NetSuite purchase and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.

11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Services from Oracle's global locations.
21. 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following performance of the Services.

B. Project Assumptions

1. All Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. The Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
6. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
7. Inventory and Assembly Items may include items with Multiple Units of Measure and / or Lot Tracking.

8. Assemblies are assumed to be single level of assembly and excludes serialized inventory items.
9. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.

3. Unused Services

The Services must be used within the Professional Services Period. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6408 - Activation – SuiteSuccess Planning & Budgeting Starter

(To be contracted only in United States & Canada)

1. Description of Services

Oracle will assist You with the following activation services (“Services”) related to Your Oracle Planning and Budgeting Cloud Service (“PBCS”) in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to two (2) hours with Your project team to review the Services and estimated timeline for performance of the Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language English only and one (1) single currency to be deployed for all application users.
 2. Activate up to three (3) PBCS pre-configured roles and one (1) preconfigured NetSuite role.
 3. Activate the following preconfigured PSG Bundles:
 - a. Oracle NetSuite PBCS Sync
 - b. SuiteSuccess PBCS Starter
 - c. SuiteSuccess PBCS Starter Lifecycle Management (LCM)
- C. Provide up to a half (.5) hour to assist customer with download and install of SmartView.
- D. Provide up to thirty-five (35) hours of data import consulting with Your NetSuite ERP instance including data validation, which may include any of the following:
 1. Sync the following NetSuite instance metadata, not to exceed what is in the NetSuite instance unless specified below, with PBCS pre-configured dimensions for:
 - a. Account;
 - b. Class;
 - c. Currency
 - d. Department members;
 - e. Item members
 - f. Location members;
 - g. Period – up to eighteen (18) members, limited to monthly setup;
 - h. Relationship members;
 - i. Scenario – up to eleven (11) members; and
 - j. Subsidiary entity – up to one hundred (100) members.
 2. Create up to two (2) flat file data integrations according to predefined flat file format and import into PBCS using SmartView or CSV.
- E. Import up to two (2) iterations of actuals and metadata utilizing pre-loaded PBCS saved searches from the NetSuite instance to Your PBCS application to load twelve (12) months of data.
- F. Provide up to six (6) hours to conduct up to two (2) standard practice PBCS process walkthrough sessions.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly meetings to answer questions; and
2. Support via email or phone.

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 Services as set forth above. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Services and maintain such Cloud Services for the duration of the Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform 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. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Don’t film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
8. Be responsible for ensuring that common, consistent planning and budgeting process exist across the organization; including parent and all subsidiary companies.
9. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified based on Your Oracle NetSuite purchase and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
10. Be responsible for performing a production refresh of the test environment at the start of the project.
11. Be responsible for providing Your organization structure prior to personalisation.
12. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in configuration guides or data mapping documents provided by Oracle to You.
13. Customer Administrator and Business Process Owner(s) are expected to watch the Introduction to Oracle PBCS videos under the PBCS Help Center prior to project kick-off.
14. Lead the second process walkthrough, for up to two (2) hours per process area, to demonstrate process by process use cases.
15. Reviewing the setup and testing of the Services described above.
16. Be responsible for exporting and manipulating data from the instance to comply with localised taxation and reporting requirements.
17. Data Sync Obligations:

- a. Resolve issues related to validation import errors; and
 - b. Reconciling trial balance accounts to the instance.
18. PBCS application metadata maintenance (i.e. dimensions, hierarchies, member movements etc.) using PBCS export-import flat file utility or directly using PBCS dimension editor.
19. Perform cutover tasks assigned to You as identified in the cutover checklist.

B. Project Assumptions

1. All Services are performed remotely.
2. All project documentation, presentations and communications are in English.
3. Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.
4. You do not require Oracle consultants to work outside standard local country workday hours.
5. Configuration will be in one (1) Oracle NetSuite ERP instance and in one (1) PBCS instance.
6. Oracle NetSuite dashboards will be installed without modification.
7. Data imports will be performed for a single subsidiary.
8. A single (1) currency will be used as the global reporting currency. Currency conversion is based on conversion rates defined in NetSuite instance.
9. Unified COA, reporting layout and structure will be followed for all legal entities, business stream and location.
10. Month will be the lowest level of granularity for time periods to load data from instance to PBCS.
11. There will be no outbound interfaces from PBCS.
12. Data for all the entities would be loaded at their base/functional currency in PBCS application. Data for all the entities at functional currency level would be sourced from the instance.
13. Post Go-live Assistance Assumptions:
 - a. You and Oracle understand and acknowledge that go-live occurs upon cut-over to Your production environment and that post go-live assistance begins at cut-over.

3. Unused Services

The Services must be used within the Professional Services Period. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6325 - Activation – SuiteSuccess for Commerce – (B2B)

1. Description of Services

Oracle will perform the following activation services (“Services”) to assist You with the implementation of Your SuiteSuccess Suite Commerce Services implementation in the NetSuite instance:

- A. Conduct an introductory telephone conference call (“introductory call”) for up to one (1) hour with Your project manager to review the Services and estimated timeline for the performance of Services;
- B. Configure the instance as follows based on Oracle NetSuite standard practices:
 - 1. One (1) preconfigured role: Website Administrator;
 - 2. Standard reports;
 - 3. One (1) predefined eCommerce theme; and
 - 4. Nine (9) eCommerce KPI Scorecards.
- C. Provide one (1) set of Search Engine Optimization (SEO) recommendations;
- D. Conduct one (1) Performance Validation;
- E. Conduct up to five (5) configuration familiarization sessions for up to two (2) hours per session;
- F. Provide up to two (2) hours of data migration consulting to You, which may include any of the following:
 - 1. An overview of CSV import tool;
 - 2. An overview of standard NetSuite data templates;
 - 3. Guidance on how to map Your existing data into the instance;
 - 4. Data migration guidance.
- G. Activate user access to Your NetSuite instance configuration within Your production environment.
- H. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days(s) not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Trouble shooting and addressing production issues;
 - 2. Instruction on the Oracle NetSuite Support Services process;
 - 3. Identification of further optimization requirements; and
 - 4. End user assistance.

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 Services as set forth above. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

- 1. Obtain Cloud Services under separate contract prior to the commencement of Services and maintain such Cloud Services for the duration of the Services.

2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform 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 performing a production refresh of the test environment at the start of the project.
7. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
8. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in configuration guides or data mapping documents provided by Oracle to You.
9. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified based on Your Oracle NetSuite purchase and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
10. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
11. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
12. Modify Your processes as necessary to comply with the standard functionality in the instance.
13. Be responsible for providing the following information for the display and configuration of the website:
 - a. Item-related information;
 - b. Categories and Categorization;
 - c. Images;
 - d. Content of Landing pages; and
 - e. Customer related information.
14. Be responsible for extracting the data from source systems, cleaning it and translating it in a format specified by Oracle and loading it in the instance within one week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the instance.
19. Be responsible for data migration and system integrations between the instance and legacy applications.
20. 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.

21. Prior to the commencement of Services, You 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 instance. Responsibilities of Your designated business resource include, but are not limited to, the following:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions and provide business decisions; and
 - c. Provide on-going support to internal users after performance of Services.

B. Project Assumptions

1. All Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. Standard functionalities will not be documented.
4. You do not require Oracle consultants to work outside standard local country workday hours.
5. Customer and Oracle understand and acknowledge that go-live occurs upon cut-over to customer's production environment and that post go-live assistance activities begin at cut-over.
6. The Services are designed to go-live in the production environment at one time with all users (i.e. no multiple or staged go-lives).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only.
8. Oracle NetSuite dashboards will be installed without modification.
9. SuiteCommerce WebStore has a single defined USD base currency.
10. The user interface will be configured for English.
11. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system 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 Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.

3. Unused Services

The Services must be used within the Professional Services Period. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the above Description of Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Services to the Oracle project lead. Oracle's project

lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6326 - Activation – SuiteSuccess for Commerce – (B2C)

1. Description of Services

Oracle will perform the following activation services (“Services”) to assist You with the implementation of SuiteSuccess Suite Commerce – (B2C) in the NetSuite instance:

- A. Conduct an introductory telephone conference call (“introductory call”) for up to one (1) hour with Your project manager to review the Services and estimated timeline for the performance of Services;
- B. Configure the instance as follows based on Oracle NetSuite standard practices:
 - 1. One (1) preconfigured role: Website Administrator;
 - 2. Standard reports;
 - 3. One (1) predefined eCommerce theme; and
 - 4. Nine (9) eCommerce KPI Scorecards.
- C. Provide one (1) set of Search Engine Optimization (SEO) recommendations;
- D. Conduct one (1) Performance Validation;
- E. Conduct up to five (5) configuration familiarization sessions for up to two (2) hours per session;
- F. Provide up to two (2) hours of data migration consulting to You, which may include any of the following:
 - 1. An overview of CSV import tool;
 - 2. An overview of standard NetSuite data templates;
 - 3. Guidance on how to map Your existing data into the instance;
 - 4. Data migration guidance.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Trouble shooting and addressing production issues;
 - 2. Instruction on the Oracle NetSuite Support Services process;
 - 3. Identification of further optimization requirements; and
 - 4. End user assistance.
- H. Provide user access to the instance configuration within Your production environment.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, 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 above. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Services and maintain such Cloud Services for the duration of the Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform 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 performing a production refresh of the test environment at the start of the project.
7. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
8. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in configuration guides or data mapping documents provided by Oracle to You.
9. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified based on Your Oracle NetSuite purchase and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
10. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
11. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
12. Modify Your processes as necessary to comply with the standard functionality in the instance.
13. Be responsible for providing the following information for the display and configuration of the website:
 - a. Item-related information;
 - b. Categories and Categorization;
 - c. Images;
 - d. Content of Landing pages; and
 - e. Customer related information.
14. Be responsible for extracting the data from source systems, cleaning it and translating it in a format specified by Oracle and loading it in the instance within one week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the instance.
19. Be responsible for data migration and system integrations between the instance and legacy applications.

20. 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.
21. Prior to the commencement of Services, You 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 instance. Responsibilities of Your designated business resource include, but are not limited to, the following:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions and provide business decisions; and
 - c. Provide on-going support to internal users after performance of Services.

B. Project Assumptions

1. All Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. Standard functionalities will not be documented.
4. You do not require Oracle consultants to work outside standard local country workday hours.
5. Customer and Oracle understand and acknowledge that go-live occurs upon cut-over to customer's production environment and that post go-live assistance activities begin at cut-over.
6. The Services are designed to go-live in the production environment at one time with all users (i.e. no multiple or staged go-lives).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only.
8. Oracle NetSuite dashboards will be installed without modification.
9. SuiteCommerce WebStore has a single defined USD base currency.
10. The user interface will be configured for English.
11. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system 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 Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.

3. Unused Services

The Services must be used within the Professional Services Period. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the above Description of Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6542 - Activation – SuiteSuccess Starter Services

1. Description of Services

Oracle will perform the following activation services (“Services”) to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Services and estimated timeline for performance of the Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language and up to two (2) agreed upon transactional currencies to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Configure the NetSuite instance for one (1) parent company in a single country.
 9. Configure up to two (2) fixed allocation schedules.
 10. Configure up to one (1) amortization schedule.
 11. Configure up to five (5) billing schedules that are straight line and monthly, quarterly, or annual.
- C. Provide up to six (6) hours to conduct up to four (4) standard practice core process walkthrough sessions.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool;
 2. Overview of standard NetSuite data templates;
 3. Guidance on how to map Your existing data into the NetSuite instance; and
 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. Chart of Accounts – up to two hundred fifty (250)
 - b. Accounting Segments – up to one hundred fifty (150)
 - c. Employees – up to fifty (50)
 - d. Customers – up to two hundred fifty (250)
 - e. Vendors – up to two hundred fifty (250)
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150)
 - g. Project Headers – up to fifty (50)
 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance
 - b. Open Transactions (opportunities, sales orders, purchase orders, accounts receivable, accounts payable) – up to five hundred (500)
- E. Provide up to ten (10) hours to build saved searches and pivot reports.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.

G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly meetings to answer questions; and
2. Support via email or phone.

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 Services as set forth above. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Services and maintain such Cloud Services for the duration of the Services.
2. Provide Oracle will full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform 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. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Don’t film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified based on Your Oracle NetSuite purchase and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Services from Oracle's global locations.
22. 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following performance of the Services.

B. Project Assumptions

1. All Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside standard local country workday hours.
6. The Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.

3. Unused Services

The Services must be used within the Professional Services Period. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6357 - Activation – SuiteSuccess Starter + Basic Projects (UK Only)

1. Description of Services

Oracle will perform the following activation services (“Activation Services”) to assist You with the implementation of SuiteSuccess Starter + Basic Projects in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Configure up to ten (10) custom fields.
 - 5. Activate the following preconfigured roles: Controller, Executive, Purchasing & A/P, Sales & A/R, Inventory Manager and Administrator.
 - 6. Activate the following preconfigured PSG Bundles:
 - a. Application Performance Management.
 - b. Dashboard Tiles.
 - c. Navigation Portlets.
 - d. Electronic Bank Payments.
 - e. Enhanced Sales Center.
 - f. Last Sales Activity.
 - 7. Activate reports, saved searches, and KPI scorecards.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty hours (30) hours of data migration consulting, which may include any of the following:
 - 1. Overview of CSV import tool.
 - 2. Overview of standard NetSuite data templates.
 - 3. Guidance on how to map Your existing data into the NetSuite instance.
 - 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) up to one hundred fifty (150).
 - 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.

- c. Open Transactions (Sales orders, Purchase orders, accounts receivable, accounts payable) – up to five hundred (500).
 - d. Open Project Header records – up to fifty (50).
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
- 1. Weekly meetings to answer questions; and
 - 2. Support via email or phone.

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 Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

- 1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
- 2. Provide Oracle will full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
- 3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
- 4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
- 5. When Activation 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. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
- 8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
- 9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- 10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the NetSuite Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.

11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
21. Prior to the commencement of Activation 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following performance of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, vendor payments or closed project records will not be imported into the NetSuite instance.

8. Project tasks and project time entries as sub-list records on open projects will not be imported in the NetSuite instance.
9. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6355 - Activation – SuiteSuccess Starter + Matrix Items (UK Only)

1. Description of Services

Oracle will perform the following activation services (“Activation Services”) to assist You with the implementation of SuiteSuccess Starter + Matrix Items in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Configure up to ten (10) custom fields.
 - 5. Activate the following preconfigured roles: Controller, Executive, Purchasing & A/P, Sales & A/R, Inventory Manager and Administrator.
 - 6. Activate the following preconfigured PSG Bundles:
 - a. Application Performance Management.
 - b. Dashboard Tiles.
 - c. Navigation Portlets.
 - d. Electronic Bank Payments.
 - e. Enhanced Sales Center.
 - f. Last Sales Activity.
 - 7. Activate reports, saved searches, and KPI scorecards.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty hours (30) hours of data migration consulting, which may include any of the following:
 - 1. Overview of CSV import tool.
 - 2. Overview of standard NetSuite data templates.
 - 3. Guidance on how to map Your existing data into the NetSuite instance.
 - 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) up to one hundred fifty (150).
 - g. Matrix items:
 - i. Up to one (1) Parent item that includes:
 - 1) Up to two (2) attributes.

- 2) Up to five (5) options per attribute.
 - 3) Not to exceed thirty (30) total Matrix Items.
5. Migrate the following transactional data in the instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, accounts receivable, accounts payable) – up to five hundred (500).
 - E. Activate user access to the NetSuite instance configuration within Your production environment.
 - F. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

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 Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation 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. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.

10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the NetSuite Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
21. Prior to the commencement of Activation 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following performance of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside standard local country workday hours.

6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6356 - Activation – SuiteSuccess Starter + Assemblies (UK Only)

1. Description of Services

Oracle will perform the following activation services (“Activation Services”) to assist You with the implementation of SuiteSuccess Starter + Assemblies in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Configure up to ten (10) custom fields.
 - 5. Activate the following preconfigured roles: Controller, Executive, Purchasing & A/P, Sales & A/R, Inventory Manager and Administrator.
 - 6. Activate the following preconfigured PSG Bundles:
 - a. Application Performance Management.
 - b. Dashboard Tiles.
 - c. Navigation Portlets.
 - d. Electronic Bank Payments.
 - e. Enhanced Sales Center.
 - f. Last Sales Activity.
 - 7. Activate reports, saved searches, and KPI scorecards.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty-five hours (35) hours of data migration consulting, which may include any of the following:
 - 1. Overview of CSV import tool.
 - 2. Overview of standard NetSuite data templates.
 - 3. Guidance on how to map Your existing data into the NetSuite instance.
 - 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Items (Assembly) – up to twenty (20).
 - 5. Migrate the following transactional data into the instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.

- b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (Sales orders, Purchase orders, accounts receivable, accounts payable) – up to five hundred (500).
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Provide up to four (4) hours of post Go-Live support, which must be utilized within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
- 1. Weekly meetings to answer questions; and
 - 2. Support via email or phone.

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 Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

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

A. Your Obligations

- 1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
- 2. Provide Oracle full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
- 3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
- 4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
- 5. When Activation 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. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
- 8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
- 9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
- 10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the NetSuite Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.

11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems; including cleaning and translating in the format specified by Oracle and uploading it in the instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
21. Prior to the commencement of Activation 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following performance of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.

8. Assemblies are assumed to be single level of assembly with single unit of measure and excludes lot and/or serialized inventory items.
9. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, 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 portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Service Description. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6430 - Activation – SuiteSuccess Starter + Pick, Pack, Ship (UK Only)

1. Description of Services

Oracle will perform the following activation services (“Activation Services”) to assist You with the implementation of SuiteSuccess Starter + Pick, Pack, Ship in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Configure the instance for one (1) parent company in a single country, providing up to ten (10) hours of country-specific and localization configuration.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite data templates.
 3. Guidance on how to map Your existing data into the instance.
 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly meetings to answer questions; and
2. Support via email or phone.

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 Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full Cooperation.

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

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation 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. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the NetSuite Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible to export and manipulate relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation 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 NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
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 - c. Provide on-going support to internal users following performance of the Activation Services.

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7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. Anything not expressly listed in the Description of Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
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