

# NetSuite GBU Cloud Services Service Descriptions

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#### **GLOSSARY**

**Automatic Location Assignment** is an optional Advanced Order Management Cloud Service feature that assigns fulfillment locations automatically to sales order lines.

**Core Suite** refers to the NetSuite Cloud Service which include the following:

- ERP with General Ledger, Accounts Payable, Purchasing, Inventory, Order Entry, Accounts Receivable, Expense Reporting;
- NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns, and Customer Service/Support;
- Productivity tools including contacts/calendar/events;
- Real-time dashboards with key business metrics and report snapshots;
- Customer, Vendor and Partner Center login capabilities;
- 5 NetSuite Employee Center Users (if Customer requires additional NetSuite Employee Center Users, Customer must purchase separately);
- Up to 30,000 integrated bulk mail merges per month (if Customer requires additional integrated bulk mail merges, Customer must purchase separately);
- Up to 120,000 campaign emails per year (if Customer requires additional campaign emails, Customer must purchase separately);
- NetSuite Basic Support as outlined in the Oracle NetSuite Hosting and Support Delivery Policies available at <a href="https://www.oracle.com/corporate/contracts/cloud-services/netsuite/">https://www.oracle.com/corporate/contracts/cloud-services/netsuite/</a>;
- One (1) Training On Demand Pass as set forth in the Oracle NetSuite Training Service Descriptions found at <a href="https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html">https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html</a>;
- NetSuite Standard Service Tier (which is subject to the Usage Limits for NetSuite Standard Service Tier as further described in these Service Descriptions; and
- Advanced order management: When enabled by the Customer includes 5,000 total annual automated sales orders which can be used for Fulfillment Requests and/or Automatic Location Assignment. If Customer requires additional automated sales orders the Customer must purchase such automated sales orders separately.

Any exceptions to these entitlements provided as part of the Core Suite will be detailed in individual Service Descriptions for the applicable Cloud Service.

**Excluded User Type** refers to User types that are not included in Customer's total Service Tier User count and comprise of the following User types: Employee Center (Employee Self-Serv) User, Partner Center, Advanced Partner Center User, Vendor Center, Customer Center, Specialized WMS User, Specialized View and Approve User, and Specialized CRM User.

**File Cabinet Storage** means an additional computer storage space used by a storage filer through the hosted service.

**Fulfillment Request** is an optional Advanced Order Management Cloud Service feature that creates one or more fulfillment requests automatically from a sales order.

**NetSuite Basic Service Tier** is the maximum number of users, monthly transaction lines and file storage provided to a customer. Additional details are included in the service description(s).

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**NetSuite New Starter Edition Full Access User** is defined as an individual authorized by customer to access any role (standard or custom) within the NetSuite Cloud Service to perform any function allowed by that role.

**Service Tier** refers to service characteristics such as the maximum number of Users, limits on file storage and monthly transactions, the number of parallel operations, like importing and exporting data, and maximum number of SuiteCloud Plus licenses.

**SuiteSuccess Industry Pre-configured Solution** means the baseline configuration for a net new NetSuite instance based on selected industry and is comprised of predefined function User roles complete with relevant dashboards, KPIs and reports.

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## **SUBCONTRACTORS**

## NetSuite Payment Automation Cloud Service V-Card Subcontractors

Below is a list of V-Card Subcontractors (as defined below in the Service Descriptions for *NetSuite Payment Automation Starter Cloud Service*, *NetSuite Payment Automation Standard Cloud Service*, *NetSuite Payment Automation Enterprise Cloud Service*) in connection with the NetSuite Payment Automation Cloud Services. Geographies where NetSuite uses V-Card Subcontractors are listed in parenthesis.

• Corporate Spending Innovations dba EdenRed Pay (U.S.A.)

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## NETSUITE ANALYTICS WAREHOUSE MULTI-INSTANCE CONNECTOR

#### NetSuite Analytics Warehouse Multi-Instance Connector

NetSuite Analytics Warehouse Multi-Instance Connector expands the capabilities of NetSuite Suite Analytics Connect Cloud Service to allow Customers to share Customer Data included in their NetSuite ERP Cloud Service to a separately licensed NetSuite Analytics Warehouse ("NSAW") Premium Cloud Service or NSAW Enterprise Cloud Service instance ("NSAW Instance(s)"). Customers who purchase NetSuite Analytics Warehouse Multi-Instance Connector do not need a subscription to NSAW Premium or NSAW Enterprise Cloud Service subscription to use this Cloud Service.

This service, which includes the capabilities of NetSuite Suite Analytics Connect Cloud Service, whereby it also allows Ccustomers to access and query their Customer Data using SQL through the following mainstream database standards: ODBC, JDBC and ADO.NET. The NetSuite SuiteAnalytics Connect Cloud Service requires separately licensed drivers for ODBC, JDBC and ADO.Net ("Drivers"), which Oracle provides to Customers at no additional cost as part of this Cloud Service. Customers' use of the Drivers is governed by the terms and conditions set forth in the "SuiteAnalytics Connect Drivers End User License Agreement" that can be found at <a href="https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html">https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html</a>.

**Usage Limits**: NetSuite Analytics Warehouse Multi-Instance Connector is subject to the following usage limits:

- The quantity listed in Customer's order (e.g., quantity "1" is equal to one (1) NetSuite Analytics Warehouse Multi-Instance Connector.
- Customer is limited to only one (1) type of database connection (NSAW Instance(s), ODBC, JDBC or ADO.net) per NetSuite Service instance where an 'instance' is a production, sandbox or development account.
- Customer may only share Customer Data with the NSAW instances identified on the Estimate/Order Form.

#### Prerequisites:

- Customer must maintain an active NetSuite ERP Cloud Service subscription.
- Third party to which Customer Data is being shared must have a current license to either NetSuite
  Analytics Warehouse Premium Cloud Service or NetSuite Analytics Warehouse Enterprise Cloud
  Service.

## **Customer Responsibilities:**

- Customer must identify at time of order the NSAW Instance(s) to which the Customer wishes to connect. Changes to the identified NSAW Instance(s) requires an amendment to the Estimate/Order Form.
- Customer is responsible for:
  - Validating the NSAW Instance(s) (identified on the Estimate/Order Form) where data is being sent;
  - o Initiating the connection(s) to the NSAW Instance identified on the Estimate/Order Form;
  - o Assigning the "Data Integration" role within NetSuite Analytics Warehouse Multi-Instance Connector to a named user of the third party where the data is being shared; and
  - o Updating or removing aforementioned "Data Integration" role as may be necessary.

Oracle is not responsible if Customer shares Customer Data with an unauthorized third party

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## NETSUITE ELECTRONIC INVOICING CLOUD SERVICE

## Avalara Processing for NetSuite Electronic Invoicing Cloud Service

The Avalara Processing for NetSuite Electronic Invoicing Cloud Service is powered by Avalara, Inc. ("Avalara") and facilitates transmission of electronic invoices in NetSuite supported public and private networks to which Avalara is connected (full list of networks and countries provided upon request).

#### **Definitions:**

- "Invoice Transmittal" means Customer's usage is measured by calculating the number of Customer's electronic invoices transmitted through the Avalara network(s).
- "Initial Invoice Transmittal Period" means the twelve (12) month period beginning on the effective date of the Customer's Estimate/Order Form for the Avalara Processing for NetSuite Electronic Invoicing Cloud Service, unless otherwise specified in the Customer's Estimate/Order Form.
- "Extended Invoice Transmittal Period" means each twelve (12) month period of the Term (if any) following the Initial Invoice Transmittal Period, unless otherwise specified in the Customer's Estimate/Order Form.
- "Invoice Transmittal Period" means a Customer's Initial Invoice Transmittal Period or a Customer's Extended Invoice Transmittal Period.
- "Invoice Transmittal Cap" means the total quantity of Invoice Transmittals acquired by Customer during each Invoice Transmittal Period.

**Usage Limits**: The Avalara Processing for NetSuite Electronic Invoicing Cloud Service is subject to the following usage limits:

- Customer is only permitted to deploy the Avalara Processing for NetSuite Electronic Invoicing Cloud Service in one (1) production environment.
- Each quantity of one (1) Avalara Processing for NetSuite Electronic Invoicing Cloud Service licensed entitles Customer to 1,000 Invoice Transmittals for each Invoice Transmittal Period. If any Invoice Transmittal Period applicable to the Avalara Processing for NetSuite Electronic Invoicing Cloud Service is less than twelve (12) months, Customer's Invoice Transmittal Cap for that Invoice Transmittal Period will be prorated.
- Customer may not exceed the Invoice Transmittal Cap during any Invoice Transmittal Period.
- Customer acknowledges and agrees that in the event that Customer exceeds the Invoice Transmittal Cap in a given Invoice Transmittal Period, then Customer must promptly enter into a new Estimate/Order Form to purchase the additional quantity of Avalara Processing for NetSuite Electronic Invoicing Cloud Service to account for such excess usage at Oracle's then-current list price (hereinafter a "Top Up Order"). Oracle, at its own discretion, may make changes to the then-current list price of Avalara Processing for NetSuite Electronic Invoicing Cloud Service without prior notice to Customer. Invoice Transmittals acquired through a Top Up Order will only be applied to the Invoice Transmittal Period during which Customer exceeded its Invoice Transmittal Cap and shall expire at the end of such Invoice Transmittal Period. The quantity of Invoice Transmittals included in Avalara Processing for NetSuite Electronic Invoicing Cloud Service Top Up Orders shall not be prorated even if the remaining period of time in an Invoice Transmittal Period is less than twelve (12) months.
- Customer's Invoice Transmittal Cap must be used within the Invoice Transmittal Period and will expire
  at the end of that Invoice Transmittal Period, any unused amounts are non-refundable and are forfeited

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at the end of such Invoice Transmittal Period.

- As an example: if Customer licenses two (2) quantity of Avalara Processing for NetSuite Electronic Invoicing Cloud Service for a Term of 18 months, Customer is entitled to:
  - (a) 2,000 Invoice Transmittals during the first twelve (12) month period of the Term (the Initial Invoice Transmittal Period); and
  - (b) 1,000 Invoice Transmittals during the final six (6) month period of the Term (the Extended Invoice Transmittal Period, the quantity is set at 1,000 because the quantity of Invoice Transmittals was prorated).

#### Prerequisites:

- Customer must enter into a separate agreement with Avalara (the "Separate Avalara Agreement").
- This service requires an active subscription to: (a) NetSuite Electronic Business Extension; and (b) NetSuite Electronic Invoices Cloud Service (Limited, Mid-Market or Enterprise version).

**Customer Responsibilities:** In using the Avalara Processing for NetSuite Electronic Invoicing Cloud Service, Customer will comply with the terms of the Separate Avalara Agreement.

Notice: Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts receivable and/or accounts payable functions. To use the Avalara Processing for NetSuite Electronic Invoicing Cloud Service, Customer must enter into the Separate Avalara Agreement. Oracle is not a financial institution and does not provide any payment or other financial services as part of the Avalara Processing for NetSuite Electronic Invoicing Cloud Service. Customer acknowledges, agrees, and consents that Oracle has the right to share Customer Data, which may include personal information (as defined in the Data Processing Agreement) and tax information, with Avalara in connection with the Avalara Processing for NetSuite Electronic Invoicing Cloud Service. Customer agrees that such information includes, but is not limited to, company name, NetSuite internal identification numbers, local business registration number, and employee names and email addresses.

Customer acknowledges that certain functionality is provided by Avalara, pursuant to the Separate Avalara Agreement between Customer and Avalara, and to receive such ongoing functionality from Avalara, Customer must comply with the terms of such Separate Avalara Agreement. Certain functionality is provided through third-party invoicing networks ("Invoicing Networks"), and the provision of the Avalara Processing for NetSuite Electronic Invoicing Cloud Service and these functionalities is dependent upon the availability of such Invoicing Networks. Customer agrees Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to such Invoicing Network (including as a result of unavailability of such Invoicing Network) or from Avalara's actions or inactions. The Hosting and Support Delivery Policies, Data Processing Agreement, and Oracle's Privacy Policies shall not apply to such Customer Data that is transmitted to Avalara or through Invoicing Networks. "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges, and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions). By entering into an estimate/order form for the Avalara Processing for NetSuite Electronic Invoicing Cloud Service, Customer acknowledges that: (a) Oracle is not responsible for ensuring Customer's tax compliance; and (b) in no event shall the termination or expiration of the Separate Avalara Agreement affect Oracle or Customer's obligations to Oracle related to the Avalara Processing for NetSuite Electronic Invoicing Cloud Service or any other Cloud Services Customer has licensed from Oracle.

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#### **NetSuite Electronic Business Extension**

NetSuite Electronic Business Extension provides the security and application foundation for NetSuite Customers to connect their Cloud Services (purchased separately) to the Oracle Business Network ("OBN") and to enable Electronic Communications between Customer and their authorized trading partners and/or third-party networks.

#### **Usage Limits:**

• None.

#### Prerequisites:

• Customer must have a Cloud Service.

## Customer Responsibilities:

- Customer authorizes Oracle to register an OBN account on Customer's behalf via the NetSuite Electronic Business Extension.
- Customer must enter into a separate agreement with OBN ("Separate OBN Agreement") which can be found here: https://businessnetwork.oracle.com/obn/vp/shell/help/help-start/termsofuse-privacyrights.
- Customer's use of OBN is subject to such Separate OBN Agreement and not Customer's Subscription Services Agreement with NetSuite. In using NetSuite Electronic Business Extension, Customer will comply with the terms of the Separate OBN Agreement and Customer's Subscription Services Agreement with Oracle.
- Customer must assign the "OBN Manager" role to an authorized employee to set up OBN to exchange Customer Data securely between the Cloud Service, OBN and other trading partners or third party networks.
- Customer's OBN Manager must authorize the connection between the Cloud Service and OBN from Customer's Cloud Service environment.
- Customer must register each subsidiary as a trading partner in OBN for which Electronic Communications to trading partners and/or third-party networks are required.

#### Notice:

NetSuite Electronic Business Extension allows Customers to aggregate and manage certain business functions. Customer agrees and acknowledges that Customer's action may result in Oracle providing Customer Data to OBN, Customer Data may include personal information (as defined in the Data Processing Agreement), and other information including, but not limited to, tax information, company name, NetSuite internal identification numbers, local business registration number, and employee names and email addresses.

If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instances (including, but not limited, moving Customer Data to OBN) then the terms of the relevant agreements between Customer and Oracle related to Customer's Cloud Services, including but not limited to Customer's Subscription Services Agreement, and the applicable policies and other documents referenced therein, shall not apply to such Customer Data when it is not stored in, or run on, or through the Cloud Services.

#### NETSUITE HIPAA CLOUD SERVICES

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#### **HIPAA** for NetSuite

This offering is designed as an option for Customers who must comply with the Health Insurance Portability and Accountability Act ("HIPAA") and who anticipate processing and storing electronic Protected Health Information ("ePHI") in the Cloud Services.

#### **Usage Limits:**

HIPAA for NetSuite may only be purchased by entities that are considered a "Covered Entity" as defined in HIPAA, and references to ePHI, hereunder, shall only mean ePHI governed by HIPAA and no other global healthcare regulations.

#### Prerequisites:

- Customer must execute a NetSuite Business Associate Agreement ("BAA") with Oracle prior to storing any ePHI in the Cloud Service.
- Customer must purchase a HIPAA Assessed Cloud Service and maintain such service for the duration of the Term applicable to HIPAA for NetSuite.
- Customer must purchase and install the NetSuite Compliance 360 Cloud Service prior to storing any ePHI in the Cloud Service. *Note:* if HIPAA for NetSuite is being added to an existing NetSuite instance, provisioning of NetSuite Compliance 360 Cloud Service may take up to 30 days from signature date of the Estimate/Order Form, unless a different date is specified as the Services Start Date.

#### **Customer Responsibilities:**

Customer must have an executed NetSuite BAA, attached to the Estimate / Order Form for HIPAA for NetSuite, prior to storing any ePHI in the Cloud Services.

Customer is solely responsible for: (a) compliance with the laws, regulations, and regulatory guidelines applicable to Customer (including, but not limited to HIPAA); (b) its own independent interpretation of the laws, regulations, and regulatory guidelines that are applicable to Customer including to its storage of ePHI in the Cloud Service; (c) placing ePHI only in NetSuite functionalities, modules, and services that are clearly identified in the NetSuite HIPAA Assessed Cloud Services available at <a href="https://www.oracle.com/cloud/public-cloud-regions/data-regions/hipaa/#netsuite">https://www.oracle.com/cloud/public-cloud-regions/hipaa/#netsuite</a> as HIPAA assessed; (d) implementing, enabling, and configuring all User entity controls applicable to Customer's legal and regulatory-related requirements (including but not limited to HIPAA) and Customer's use of the Cloud Service; and (e) implementing applicable restrictions, including preventing any caching and storing of ePHI in email messages or attachments.

Customer shall not include ePHI in emails or support tickets. NetSuite uses a subcontractor to provide email functionality within the Cloud Services and this subcontractor has not been assessed to determine if the subcontractor meets HIPAA compliance privacy and security standards. Support Services have not undergone HIPAA assessment to determine compliance with HIPAA requirements. Customer shall not include ePHI of non-United States residents in the Cloud Services.

#### Notices:

Customer acknowledges that Customer's use of HIPAA for NetSuite does not ensure Customer's compliance with laws, regulations, and regulatory guidelines applicable to Customer and its storage of ePHI in the Cloud Service.

Customer acknowledges that storage of ePHI into Customer's Cloud Services may render Customer's Cloud Services incompatible with some Cloud Services, offerings, features, and functionality.

Customer acknowledges that once HIPAA for NetSuite is purchased and a BAA is signed, then they must renew such services for so long as the Customer stores ePHI in Customer's NetSuite instance.

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## NetSuite Compliance 360 Cloud Service

NetSuite Compliance 360 Cloud Service allows Customer to:

- Track and audit User interactions with the Cloud Service customer record as described below in the Notices section;
- Logging and review of specific User activities limited to when a User creates, deletes, edits, searches, views, prints, reports, or exports customer records (hereinafter "User Activity") including logs produced by the NetSuite Compliance 360 Cloud Service and is only available for twelve (12) months from the date of the specific User Activity; and
- Access real time User Activity, key performance indicators, and dashboards for monitoring system usage.

#### **Usage Limits:**

- Customer's use of NetSuite Compliance 360 Cloud Service is limited to a single instance of Cloud Services. If Customer will use NetSuite Compliance 360 with more than one (1) instance of Cloud Service, Customer must purchase an additional NetSuite Compliance 360 Cloud Service for each additional Cloud Service instance.
- NetSuite Compliance 360 Cloud Service starts purging User Activity logs after twelve (12) months from the date the log was created. If Customer wants to retain the NetSuite Compliance 360 Cloud Service User Activity logs for longer than twelve (12) months, Customer must export such User Activity logs from NetSuite Compliance 360 Cloud Service and store them separately.

#### Prerequisites:

Customer must purchase a Cloud Service which includes NetSuite OneWorld Cloud Service or NetSuite Subsidiary Management.

#### **Customer Responsibilities:**

Customer, if using NetSuite Compliance 360 Cloud Service to assist in its efforts to maintain HIPAA compliance, is solely responsible for implementing applicable restrictions, including preventing any caching and storing of electronic Protected Health Information ("ePHI") on email messages or attachments.

NetSuite uses a subcontractor to provide email functionality within the Cloud Service and this subcontractor has not been assessed to determine if the subcontractor meets Health Insurance Portability and Accountability Act ("HIPAA") compliance privacy and security standards.

Customer shall not include ePHI in support tickets as Support Services have not undergone HIPAA assessment to determine compliance with HIPAA requirements.

Customer shall not include ePHI of non-United States residents in the Cloud Service.

#### **Notices:**

NetSuite Compliance 360 Cloud Service only logs User Activity interacting with the Cloud Service customer record and does not track or log User Activity from other records, including, but not limited to, vendor records. NetSuite Compliance 360 Cloud Service only logs User Activity in Tracked Reports (defined below) as part of the logging of personal information, including ePHI. NetSuite Compliance 360 Cloud Service does not track any other User Activity, regardless of whether such User Activity interacts with the personal information or ePHI.

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- NetSuite Compliance 360 Cloud Service logs User Activity in the following list of tracked reports ("Tracked Reports"):
  - Open Invoices;
  - o Open Sales Order;
  - Sales by Customer Report;
  - Cases by Customer;
  - Accounts Receivable Aging;
  - Unbilled Cost by Customer Report;
  - o Customer Profitability; and
  - o Transaction Detail.
- NetSuite Compliance 360 Cloud Service does not log User Activity with the following:
  - o Emails sent via the NetSuite Service;
  - NetSuite Service File Cabinet;
  - o NetSuite Mobile Application;
  - SuiteScripts;
  - Integrations with outside source(s);
  - o Third Party Applications;
  - o Data after it has been exported from the NetSuite Service; or
  - o Custom records, transactions, lists and fields.
- NetSuite Compliance 360 Cloud Service does not aggregate into one dashboard monitoring of User
  Activity across Customer's various Cloud Service instances (including, but not limited to, Sandbox,
  Release Preview, or any other Cloud Service instances maintained by Customer).

If Customer is using NetSuite Compliance 360 Cloud Service to assist Customer with HIPAA compliance efforts, Customer:

- May request a copy of NetSuite's HIPAA Attestation Report through their Account Manager or via the Customer Center;
- Is responsible for monitoring the NetSuite Compliance 360 Cloud Service User Activity logs for each instance of the Cloud Service (including Sandbox, Release Preview, or other instances maintained by Customer) which may contain personal information or ePHI; and
- Must also purchase 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement with Oracle.

#### **NETSUITE MODULES**

#### NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service

NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Access worldwide supported standard payment file templates.
- Modify standard payment file templates and create custom payment file formats.
- Handle multicurrency payment processing.

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• Automate processing of payments in batches and generate payment files.

#### **Customer Responsibilities:**

• Customer is responsible for transmitting payment files to the applicable bank(s).

**Prerequisites:** To use this Cloud Service Customer must have:

- The Core Suite; and
- NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market) if Customer plans to support parallel processing of payment batches for accounts (Customer must purchase separately).

### NetSuite Demand Planning Mid-Market Cloud Service

NetSuite Demand Planning Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Calculate item demand plan and forecasts using various projection methods that can analyze historical sales data, seasonal averages or sales forecast based on current demand.
- Create and manage supply plans and schedules for purchasing or manufacturing based on the demand forecasts.

Prerequisites: To use this Cloud Service, Customer must have:

- The Core Suite;
- NetSuite Inventory Management Cloud Service (Enterprise, Limited, or Mid-Market; Customer must purchase separately); and
- NetSuite Work Orders and Assemblies Cloud Service (Enterprise, Limited, or Mid-Market) if customer plans to automatically create purchase orders and/or work orders-based supply plan (Customer must purchase separately).

#### NetSuite Financial Management Mid-Market Cloud Service

NetSuite Financial Management Mid-Market Cloud Service provides the following financial management capabilities that allow Customer to:

- Create and manage multiple budgets for the same time-period and criteria with advanced budgeting.
- Create and manage allocation schedules for fixed expenses with expense allocations.
- Create and manage dynamic allocation schedules based on statistical accounts.
- Create and manage amortization schedules to track expenses over time.
- Customize and automate Customer's customer billing process with advanced billing schedules.

**Prerequisites:** Customer must have the Core Suite to use this Cloud Service.

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## NetSuite Fixed Asset Management Mid-Market Cloud Service

NetSuite Fixed Asset Management Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Automate the management of fixed assets acquisition, depreciation, split, transfer, revaluation and disposal of assets and track the asset value over time.
- Automate asset depreciation calculations, generate depreciation schedules and leverage preconfigured or custom depreciation methods in line with accounting standards globally.
- Track lease liability and automate lease amortization.
- Access real time asset reporting.

**Prerequisites:** Customer must have the Core Suite to use this Cloud Service.

#### NetSuite Inventory Management Mid-Market Cloud Service

NetSuite Inventory Management Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Automate demand-based inventory replenishment using lead time calculations, safety stock levels and automated reorder point replenishment of items.
- Create and manage matrix items with multiple item options such as size and color.
- Create and track serialized inventory items.
- Create lot numbered items for lot tracking and traceability.
- Manage bins to track on-hand quantities of items within a warehouse or location.
- Manage the pick, pack, ship process to track the status of orders through the fulfillment and shipment process.
- Calculate the landed cost of goods by tracking the expenses incurred when purchasing inventory.
- Generate bar codes on both item records and transactions.
- Warranty and Repairs Management SuiteApp.
- Supply Chain Management SuiteApp.

Prerequisites: Customer must have the Core Suite to use this Cloud Service.

## NetSuite Manufacturing WIP and Routings Mid-Market Cloud Service

NetSuite Manufacturing WIP and Routings Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Define work centers.
- Define routings with setup times and run rates, including operation overlaps.
- Track manufacturing activities (including labor and machine time) by sequence of operations.

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- Track labor, machine, and material cost accumulated in work in process.
- Record labor and machine direct and overhead costs when recording operation completion.

**Prerequisites:** To use this Cloud Service Customer must have:

- The Core Suite;
- NetSuite Work Orders and Assemblies Cloud Service (Enterprise, Limited, or Mid-Market; Customer must purchase separately); and
- NetSuite Inventory Management Cloud Service (Enterprise, Limited, or Mid-Market; Customer must purchase separately).

## NetSuite OneWorld Additional Country/Currency Cloud Service

NetSuite OneWorld Additional Country/Currency Cloud Service includes:

• One (1) additional new country/currency combination for use with NetSuite OneWorld Cloud Service.

**Prerequisites:** To use this Cloud Service, Customer must have:

- The Core Suite; and
- NetSuite OneWorld Cloud Service.

#### NetSuite OneWorld Cloud Service

NetSuite OneWorld Cloud provides the following capabilities that allows Customer to:

- Manage global operations across multiple subsidiaries, business units and legal entities for real-time insights, consolidated reporting and compliance.
- Manage intercompany transactions and automatically generate elimination journal entries.
- Manage intercompany workflows, cross charges and netting with intercompany framework.

**Notice:** Once NetSuite OneWorld has been provisioned in Customer's Cloud Service instance, it cannot be deprovisioned at a later date.

#### **Usage Limitations:**

- Includes one (1) country/currency combination. If Customer requires additional new country/currency combinations, Customer must separately purchase NetSuite OneWorld Additional Country/Currency Cloud Service.
- Up to 250 subsidiaries in your OneWorld account, regardless of the number of country/currency combinations Customer purchases (inactive and elimination subsidiaries do not count toward the limit). Subsidiaries in excess of 250 are subject to review and approval by Oracle based on system configuration and may be subject to additional fees. This limitation is not applicable if Customer (a) purchased NetSuite OneWorld Cloud Service prior to Dec 13, 2024 and, as of their first renewal after Dec 13, 2024, have subsidiaries in excess of 250, (b) had subsidiaries in excess of 250 approved by Oracle prior to Dec 13, 2024 or (c) otherwise obtains written approval from Oracle allowing subsidiaries in excess of 250.

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**Prerequisites:** Customer must have a Core Suite to use this Cloud Service.

#### NetSuite Procurement Mid-Market Cloud Service

NetSuite Procurement Mid-Market Cloud Service provides the following capabilities that allows Customer to:

- Create and manage the request for quote process with vendors.
- Create requisitions transaction to spread a requisition's items across multiple vendor purchase orders, and/or consolidate multiple requisitions' items into a single vendor purchase order.
- Create new purchase contracts to make purchases with negotiated pricing.
- Create blanket purchase orders to manage purchasing in large volumes and spread the delivery of the items or expenses over a time horizon using pre-specified schedules.

**Prerequisites:** Customer must have the Core Suite to use this Cloud Service.

## NetSuite Revenue Management Cloud Service

NetSuite Revenue Management Cloud Service provides the following capabilities that allows Customer to:

- Automate revenue forecasting, recognition, reclassification, deferral, and auditing through a rule-based event handling framework with Advanced Revenue Management (Essentials).
- Leverage standard, or define new, revenue recognition rules and manage revenue recognition plans.
- Leverage standard, or create custom, revenue recognition events.
- Create and manage approval routing for revenue arrangements.
- Merge revenue arrangements.

Prerequisites: To use this Cloud Service, Customer must have:

- The Core Suite; and
- NetSuite Revenue Allocation Add-On for Private Co. Cloud Service or NetSuite Revenue Allocation Add-On for Public Co. Cloud Service if Customer plans to use the Advanced Revenue Management (Revenue Allocation) feature (Customer must purchase separately).

#### NetSuite SuiteProjects Cloud Service

NetSuite SuiteProjects Cloud Service provides the following capabilities that allows Customer to:

- Manage project schedules with phases, tasks, and milestones, including the ability to: track time to
  project tasks; create and maintain project templates; configure and report on project profitability; and
  automate project billing with billing types such as charge-based billing and milestone billing.
- Customize and automate Customer's customer billing process with advanced billing schedules.

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- Allocate resources to projects with defined start/end dates, track resource skill sets, and monitor availability on the resource allocation chart.
- Create project specific budgets for cost and revenue by activity code.
- Calculate costs for labor based on tracked time and account for these costs in the general ledger.

Prerequisites: Customer must have the Core Suite to use this Cloud Service.

#### NetSuite Work Orders and Assemblies Mid-Market Cloud Service

NetSuite Work Orders and Assemblies Mid-Market Cloud Service provides the following capabilities that allow Customer to:

- Manage the manufacture of assemblies and sub-assemblies across multiple levels, process assembly builds/unbuilds, and track inventory for assemblies and all related required components.
- Create and track work orders including production orders to replenish stock levels and special orders linked directly to sales orders.
- Procure and track outsourced production with raw materials provided to contract manufacturer.

Prerequisites: To use this Cloud Service, Customer must have:

- The Core Suite; and
- Manufacturing Mobile SuiteApp if Customer plans to manage and execute work orders via mobile scanning devices to provide real-time visibility to their production status on the shop floor (requires separate purchase of a mobile scanning device).

#### NETSUITE PAY CLOUD SERVICE

## NetSuite Pay Cloud Service

The NetSuite Pay Cloud Service, powered by Versapay, enables Customer to accept digital payments, including credit cards and ACH, through the following processes:

- B2B Payments: SuiteCommerce MyAccount, manual payment processing on Customer orders
- E-Commerce: SuiteCommerce, SuiteCommerce Advanced, SiteBuilder
- Customer Self-Service: Customer Center, Payment Link Invoice

**Usage Limits:** The NetSuite Pay Cloud Service is subject to the following usage limits:

- Can only be deployed in one (1) production environment
- Only available to customers located in the U.S.
- Only available for a limited number of currencies full list can be provided upon request

#### Prerequisites:

- Customer must have a NetSuite ERP Cloud Service
- Activation of NetSuite Pay Cloud Service is subject to entry into a merchant agreement with Versapay, successful onboarding and credit approval from Versapay. In order to utilize the NetSuite

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Pay Cloud Service, the NetSuite and Versapay accounts must be linked.

#### Customer Responsibilities:

In using the NetSuite Pay Cloud Service, Customer will comply with the terms of the Subscription Services Agreement and with the terms of its relevant agreements with Versapay.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts receivable functions. To use the NetSuite Pay Cloud Service, Customer must enter into a merchant agreement with Versapay. Versapay delivers its services to its customers under the terms of the relevant merchant agreements and through Versapay's technology as incorporated in Oracle's platform. Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite Pay Cloud Service. As part of the NetSuite Pay Cloud Service, Oracle sends customer data to Versapay. Customer acknowledges, agrees, and consents to Oracle sharing certain Customer Data, which may include Personal Information, with Versapay in connection with these services.

Customer acknowledges that certain functionality from the NetSuite Pay Cloud Service is provided by Versapay through third-party payment networks ("Payment Networks"), and the provision of the NetSuite Pay Cloud Service and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions). By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Pay Cloud Service, or approval from financial service partners, in its purchasing of Customer's other NetSuite Services. Customer acknowledges any termination right included herein explicitly for NetSuite Pay Cloud Service and does not extend to any other NetSuite Services

Notwithstanding anything to the contrary in the Agreement or the Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing Versapay and third party financial service partners with certain customer information, which may include Personal Information to allow Oracle to carry out its business operations, such as responding to related product and Service requests and information regarding access and attempted access to NetSuite Pay Cloud Service, designed to enhance the safety and security of NetSuite Pay Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

#### NetSuite Pay for QuickStart

The NetSuite Pay for QuickStart, powered by Versapay, enables Customer to accept digital payments, including credit cards and ACH, through the following processes:

- B2B Payments: Customer Portal, manual payment processing on Customer orders
- Customer Self-Service: Customer Center, Payment Link Invoice

Usage Limits: The NetSuite Pay for QuickStart is subject to the following usage limits:

- Can only be deployed in one (1) production environment
- Only available to customers located in the U.S.
- Only available for a limited number of currencies full list can be provided upon request

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#### **Prerequisites:**

- Customer must have an instance of Oracle NetSuite QuickStart Edition Early Adopter
- Activation of NetSuite Pay for QuickStart is subject to entry into a merchant agreement with Versapay, successful onboarding and credit approval from Versapay. In order to utilize the NetSuite Pay Cloud Service, the NetSuite and Versapay accounts must be linked.

## **Customer Responsibilities:**

In using the NetSuite Pay for QuickStart, Customer will comply with the terms of the Subscription Services Agreement and with the terms of its relevant agreements with Versapay.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts receivable functions. To use the NetSuite Pay for QuickStart, Customer must enter into a merchant agreement with Versapay. Versapay delivers its services to its customers under the terms of the relevant merchant agreements and through Versapay's technology as incorporated in Oracle's platform. Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite Pay for QuickStart. As part of the NetSuite Pay for QuickStart, Oracle sends customer data to Versapay. Customer acknowledges, agrees, and consents to Oracle sharing certain Customer Data, which may include Personal Information, with Versapay in connection with these services.

Customer acknowledges that certain functionality from the NetSuite Pay for QuickStart is provided by Versapay through third-party payment networks ("Payment Networks"), and the provision of the NetSuite Pay for QuickStart and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions). By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Pay for QuickStart, or approval from financial service partners, in its purchasing of Customer's other NetSuite Services. Customer acknowledges any termination right included herein explicitly for NetSuite Pay for QuickStart and does not extend to any other NetSuite Services.

Notwithstanding anything to the contrary in the Agreement or the Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing Versapay and third party financial service partners with certain customer information, which may include Personal Information to allow Oracle to carry out its business operations, such as responding to related product and Service requests and information regarding access and attempted access to NetSuite Pay for QuickStart, designed to enhance the safety and security of NetSuite Pay for QuickStart and that may be required for compliance with laws, ordinances, or regulations.

#### NETSUITE PREMIUM DISASTER RECOVERY CLOUD SERVICE

#### NetSuite Premium Disaster Recovery Cloud Service

NetSuite Premium Disaster Recovery Cloud Service provides enhanced Recovery Time and Recovery Point Objectives for NetSuite Cloud Services as shown in the table below (excluding any Cloud Services listed under "Exclusions").

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Recovery Time Objective (RTO)	Recovery Point Objective (RPO)
1 hour *	5 minutes

<sup>\*</sup> For all SuiteCommerce products, the RPO specified above applies, but the RTO is not applicable. For clarification, with respect to the RTO, Oracle will begin the recovery process within 1 hour, but final service readiness depends on Customer's store configuration (specifically, item volume and complexity) and may exceed the 1 hour RTO.

## Disaster Recovery Plan:

Oracle maintains an internal Disaster Recovery plan ("Internal DR Plan") intended to provide service restoration capability of Customer's production accounts in the event of a disaster, as declared by Oracle in its sole discretion. If Oracle determines that an event constitutes a disaster requiring execution of its Internal DR plan, Oracle will work to restore the production environments of the affected NetSuite Cloud Services.

With NetSuite Premium Disaster Recovery Cloud Service, Oracle employs additional technology and processes to enable the objectives described above. In addition to the practices described in the applicable Data Security Addendum with the NetSuite Premium Disaster Recovery Cloud Service Oracle also maintains a continually-updated copy of the Customer's NetSuite Cloud Service account data in a remote site. In the event of a disaster, Oracle is able to recover the Customer's account data with a goal to restore Customer's NetSuite Cloud Service production environment within the stated RTO/RPO

With NetSuite Premium Disaster Recovery Cloud Service, Oracle's 24/7 operations team continually monitors the synchronization process and health of the remote database and is ready to take necessary steps to safeguard the integrity and availability of the remote database.

## **Recovery Time Objective:**

Recovery time objective (RTO) is Oracle's objective for the maximum period of time between Oracle's decision to activate the processes described herein and the point at which Customer can resume production operations in an alternative site. If the decision to activate DR recovery processes is made during the period in which an upgrade is in process, the DR recovery process is initiated and completed first, followed by completion of the upgrade.

#### **Recovery Point Objective:**

Recovery point objective (RPO) is Oracle's objective for the maximum period of data loss measured as the time from which the first transaction is lost until the time the disaster occurs (as recognized by Oracle). The RPO does not apply to any data loads that are underway when the disaster occurs.

## NetSuite Cloud Services Not Eligible for The NetSuite Premium Disaster Recovery Cloud Service:

- NetSuite Connectors Cloud Services
- o NetSuite Point-of-Sale (POS)
- NetSuite SuitePeople US Payroll Cloud Service
- o NetSuite SuitePeople Workforce Management Cloud Services
- o OpenAir Cloud Services
- All Third Party Applications (as defined in the Subscription Services Agreement), including, but not limited to, Celigo and Pacejet
- O Any NetSuite-branded Oracle Cloud Services (e.g., Oracle NetSuite Planning & Budgeting Cloud Service), as further described in the *Oracle NetSuite Service Descriptions* found at: https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html#nsd

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For the avoidance of doubt, the NetSuite Premium Disaster Recovery Cloud Service is not available for non-production environment(s), including without limitation, sandbox accounts, development accounts, demo accounts, and trial accounts. In addition, Customer may experience some delays in the operation of the Cloud Service(s) for the duration of the disaster event.

During active failover events or recovery operations, Oracle's delivery of non-critical bug fixes and enhancement requests are suspended.

#### **Customer Responsibilities:**

To better support timely recovery of the NetSuite Cloud Service, Oracle recommends Customer adhere to the NetSuite best practices found here: <a href="https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/chapter-4607562099.html">https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/chapter-4607562099.html</a> which will better ensure timely recovery.

If Customer purchases the NetSuite Premium Disaster Recovery Cloud Service, Customer shall purchase and maintain the NetSuite Premium Disaster Recovery Cloud Service for all Cloud Services that are eligible for the NetSuite Premium Disaster Recovery Cloud Service, including, without limitation, any incremental or new licenses subsequently purchased by Customer during the Term. For clarity, Customer may not elect to purchase or renew the NetSuite Premium Disaster Recovery Cloud Service for just a portion of its Cloud Services or of its users who can access the Cloud Services.

## **NETSUITE SHIP CENTRAL**

#### NetSuite Ship Central Cloud Service

NetSuite Ship Central Cloud Service, powered by ShipEngine, enables Customer to do the following:

- <u>Packing</u>: Includes automated packing, multi carton packing, consolidation of orders, weighing scale integration, pallet building.
- <u>Shipping</u>: Facilitates shipping through third party shipping carriers (full list of NetSuite supported shipping carriers available upon request).

Usage Limits: NetSuite Ship Central Cloud Service is subject to the following usage limits:

- If Customer has multiple NetSuite production environments that require NetSuite Ship Central Cloud Service, separate ShipEngine accounts will be needed for each production environment.
- Customers will be billed by ShipEngine as described in the Separate ShipEngine Agreement (as defined below).
- Full list of NetSuite supported carriers will vary by country (list of countries supported and carriers by country can be provided on request).

#### Prerequisites:

- This service requires an active subscription to Oracle NetSuite ERP.
- Before shipping functionalities of NetSuite Ship Central Cloud Service can be utilized:
  - Customer must register a ShipEngine account through NetSuite Ship Central Cloud Service which includes entering into with the Separate ShipEngine Agreement; this ShipEngine account is for exclusive use with NetSuite Ship Central Cloud Service;
  - o Customer must provide billing details directly to ShipEngine; and
  - Customer must procure, from PrintNode, separate license(s) for PrintNode Print Driver for label printing.

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#### **Notices:**

To use NetSuite Ship Central Cloud Service, Customer must enter into the Separate ShipEngine Agreement with ShipEngine (the "Separate ShipEngine Agreement"). Customer acknowledges, agrees, and consents that Oracle has the right to share Customer Data, which may include personal information (as defined in the Data Processing Agreement) and tax information, with ShipEngine in connection with the NetSuite Ship Central Cloud Service. Customer agrees that such information includes, but is not limited to, company name, company address (ship to/ship from), NetSuite internal identification numbers, local business registration number, employee and customer names and email addresses including generic company level email addresses or mailing distribution groups. Customer acknowledges that certain functionality is provided by ShipEngine, pursuant to the Separate ShipEngine Agreement between Customer and ShipEngine, and to receive such ongoing functionality from ShipEngine and to use NetSuite Ship Central Cloud Service, Customer must comply with the terms of such Separate ShipEngine Agreement.

Certain functionality is provided through third-party shipping networks ("Shipping Networks"), and the provision of NetSuite Ship Central Cloud Service and these functionalities is dependent upon the availability of such Shipping Networks. Customer agrees Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to such Shipping Network (including as a result of unavailability of such Shipping Network) or from ShipEngine's actions or inactions.

The terms of the relevant agreements between Customer and Oracle related to Customer's Cloud Services, including but not limited to Customer's Agreement, and the applicable policies and other documents referenced therein, shall not apply to such Customer Data when it is not stored in, or run on or through the Cloud Services, including but not limited to moving Customer Data to ShipEngine or through Shipping Networks.

"Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges, and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

By entering into an Estimate/Order Form for NetSuite Ship Central Cloud Service, Customer acknowledges that: (a) Oracle is not responsible for ensuring Customer's shipping compliance; and (b) in no event shall the termination or expiration of the Separate ShipEngine Agreement affect Oracle or Customer's obligations to Oracle related to NetSuite Ship Central Cloud Service or any other Cloud Services Customer has licensed from Oracle.

## NETSUITE SUITES: SUITESUCCESS CLOUD SERVICES

## NetSuite SuiteSuccess Anything as a Service Standard Cloud Service

NetSuite SuiteSuccess Anything as a Service Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Anything as a Service Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Description set forth herein for the applicable Cloud Service):

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- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite SuiteProjects Cloud Services;
- NetSuite Inventory Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Anything as a Service Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier which includes the following usage limits:
  - Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Financials Standard Cloud Service

NetSuite SuiteSuccess Financials Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; If Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Financials Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service; and

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• NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Financials Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified below or as specified in Customer's Estimate/Order Form, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier, which is subject to the following usage limits:
  - Maximum of 100GB of file storage (included)
  - Maximum 100 provisioned licensed Users (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Financials Standard Cloud Service (International)

NetSuite SuiteSuccess Financials Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Financials Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Financials Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

No single campaign email blast can exceed 10,000 recipients.

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- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Financials Premium Cloud Service

NetSuite SuiteSuccess Financials Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld Cloud Service.

Your purchase of NetSuite SuiteSuccess Financials Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Financials Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified below or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)

o Maximum 200,000 monthly transaction lines

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o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Financials Premium Cloud Service (International)

NetSuite SuiteSuccess Financials Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld Cloud Service.

Your purchase of NetSuite SuiteSuccess Financials Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Financials Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

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#### NetSuite SuiteSuccess Healthcare Standard Cloud Service

NetSuite SuiteSuccess Healthcare Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld Cloud Service.

Your purchase of NetSuite SuiteSuccess Healthcare Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Ship Central Cloud Service; and
- NetSuite Compliance 360 Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Healthcare Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### Notice:

If Customer will use NetSuite SuiteSuccess Healthcare Standard Cloud Service to store ePHI data, Customer must also purchase 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement with Oracle.

#### NetSuite SuiteSuccess Healthcare Premium Cloud Service

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NetSuite SuiteSuccess Healthcare Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Healthcare Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service;
- NetSuite Ship Central Cloud Service; and
- NetSuite Compliance 360 Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Healthcare Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### Notice:

If Customer will use NetSuite SuiteSuccess Healthcare Premium Cloud Service to store ePHI data, Customer must also purchase 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement with Oracle.

## NetSuite SuiteSuccess Manufacturing Standard Cloud Service (International)

NetSuite SuiteSuccess Manufacturing Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires

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additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld Cloud Service.

Your purchase of NetSuite SuiteSuccess Manufacturing Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service;
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service:
- NetSuite Demand Planning Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Manufacturing Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Manufacturing Premium Cloud Service (International)

NetSuite SuiteSuccess Manufacturing Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Manufacturing Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description

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set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service;
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service;
- NetSuite Demand Planning Mid-Market Cloud Service;
- NetSuite Procurement Mid-Market Cloud Service;
- NetSuite Manufacturing WIP and Routings Mid-Market Cloud Service;
- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Manufacturing Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Products Standard Cloud Service

NetSuite SuiteSuccess Products Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Products Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

• NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;

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- NetSuite Inventory Management Mid-Market Cloud Service;
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

This Cloud Service is limited to one of the following SuiteSuccess Industry Pre-Configured Solutions as identified on Your order. SuiteSuccess Industry Pre-Configured Solutions are only available for installation within a net new instance of this Cloud Service.

- Manufacturing Standard;
- Wholesale Distribution Standard; or
- Retail Standard.

The NetSuite SuiteSuccess Products Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Products Premium Cloud Service

NetSuite SuiteSuccess Products Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Products Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

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- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service;
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service;
- NetSuite Demand Planning Mid-Market Cloud Service;
- NetSuite Procurement Mid-Market Cloud Service:
- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

This Cloud Service is limited to one of the following SuiteSuccess Industry Pre-Configured Solutions as identified on Your order. SuiteSuccess Industry Pre-Configured Solutions are only available for installation within a net new instance of this Cloud Service.

- Manufacturing Premium;
- Wholesale Distribution Premium; or
- Retail Premium.

The NetSuite SuiteSuccess Products Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Project Based Standard Cloud Service

NetSuite SuiteSuccess Project Based Standard Cloud Service includes:

- Core Suite: and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

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Your purchase of NetSuite SuiteSuccess Project Based Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite SuiteProjects Cloud Services; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Project Based Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Retail Premium Cloud Service (International)

NetSuite SuiteSuccess Retail Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld Cloud Service.

Your purchase of NetSuite SuiteSuccess Retail Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service;

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- NetSuite Financial Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Retail Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Services Standard Cloud Service

NetSuite SuiteSuccess Services Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Services Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite SuiteProjects Cloud Services; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Services Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

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- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

# Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Services Standard Cloud Service (International)

NetSuite SuiteSuccess Services Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Services Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite SuiteProjects Cloud Services; and
- NetSuite Ship Central Cloud Service.

# **Usage Limits:**

The NetSuite SuiteSuccess Services Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.

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- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

# Prerequisites:

• Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Services Premium Cloud Service

NetSuite SuiteSuccess Services Premium Cloud Service includes:

• Core Suite.

Your purchase of NetSuite SuiteSuccess Services Premium

Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite SuiteProjects Cloud Service;
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service; and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service

#### **Usage Limits:**

The NetSuite SuiteSuccess Services Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier includes the following usage limits:
  - Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

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# Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

# NetSuite SuiteSuccess Services Premium Cloud Service (International)

NetSuite SuiteSuccess Services Premium Cloud Service includes:

Core Suite.

Your purchase of NetSuite SuiteSuccess Services Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite SuiteProjects Cloud Service;
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service; and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service. Additional countries/currencies may be purchased separately.

## **Usage Limits:**

The NetSuite SuiteSuccess Services Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

# Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

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#### NetSuite SuiteSuccess Software Standard Cloud Service

NetSuite SuiteSuccess Software Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Software Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service; and
- NetSuite Ship Central Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Software Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Software Standard Cloud Service (International)

NetSuite SuiteSuccess Software Standard Cloud Service includes:

Core Suite.

Your purchase of NetSuite SuiteSuccess Software Standard Cloud Service also includes the following Cloud

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Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service; and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service. Additional countries/currencies may be purchased separately.

# **Usage Limits:**

The NetSuite SuiteSuccess Software Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Software Premium Cloud Service

NetSuite SuiteSuccess Software Premium Cloud Service includes:

• Core Suite.

Your purchase of NetSuite SuiteSuccess Software Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations, including but not limited to country restrictions on availability, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;

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- NetSuite Revenue Management Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service;
- NetSuite Ship Central Cloud Service; and
- One (1) NetSuite OneWorld Cloud Service
- Two (2) NetSuite OneWorld Additional Country/Currency Cloud Service.

## **Usage Limits:**

The NetSuite SuiteSuccess Software Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### NetSuite SuiteSuccess Software Premium Cloud Service (International)

NetSuite SuiteSuccess Software Premium Cloud Service includes:

Core Suite.

Your purchase of NetSuite SuiteSuccess Software Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Revenue Management Cloud Service;
- NetSuite Fixed Asset Management Mid-Market Cloud Service;
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service; and
- Two (2) NetSuite OneWorld Additional Country/Currency Cloud Service. Additional countries/currencies may be purchased separately.

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#### **Usage Limits:**

The NetSuite SuiteSuccess Software Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable Service Tier.

## Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

# NetSuite SuiteSuccess Wholesale Distribution Standard Cloud Service (International)

NetSuite SuiteSuccess Wholesale Distribution Standard Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Wholesale Distribution Standard Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Wholesale Distribution Standard Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite General Access Cloud Service Users (purchased separately). If Customer has
  more than 30 NetSuite General Access Users, Customer must purchase an upgrade to a NetSuite
  SuiteSuccess Premium or Enterprise Cloud Service.
- NetSuite Standard Service Tier which includes the following usage limits:

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- o Maximum of 100GB of File Cabinet Storage (included)
- o Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
- o Maximum 200,000 monthly transaction lines
- Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

# Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

## NetSuite SuiteSuccess Wholesale Distribution Premium Cloud Service (International)

NetSuite SuiteSuccess Wholesale Distribution Premium Cloud Service includes:

- Core Suite; and
- NetSuite Subsidiary Management within a single country for a single currency; if Customer requires
  additional countries/currency combinations, Customer must separately purchase NetSuite OneWorld
  Cloud Service.

Your purchase of NetSuite SuiteSuccess Wholesale Distribution Premium Cloud Service also includes the following Cloud Services (which are subject to the terms, conditions, and limitations included in the Service Description set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service;
- NetSuite Inventory Management Mid-Market Cloud Service;
- NetSuite Demand Planning Mid-Market Cloud Service;
- NetSuite Procurement Mid-Market Cloud Service;
- NetSuite Financial Management Mid-Market Cloud Service; and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Wholesale Distribution Premium Cloud Service is subject to the following usage limits. If Customer's use exceeds the quantities specified above or as specified in under Customer's order, Customer must purchase additional quantities from Oracle.

- No single campaign email blast can exceed 10,000 recipients.
- NetSuite Standard Service Tier which includes the following usage limits:
  - o Maximum of 100GB of File Cabinet Storage (included)
  - Maximum 100 Full Licensed Users provisioned (excluding the Excluded User Types)
  - o Maximum 200,000 monthly transaction lines
  - o Maximum of one (1) NetSuite SuiteCloud Plus Cloud Service (Enterprise or Mid-Market)

If Customer exceeds any of these limits then Customer must purchase an upgrade to the applicable

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Service Tier.

#### Prerequisites:

Customer must separately purchase at least one (1) NetSuite General Access Cloud Service User.

#### ORACLE NETSUITE SUITEPROCUREMENT CLOUD SERVICE

#### NetSuite SuiteProcurement Cloud Service

NetSuite SuiteProcurement Cloud Service allows Customer to automate procurement and accounting processes by connecting their Cloud Services (purchased separately) to the Oracle Business Network ("OBN") and enabling Electronic Communications between Customer and their authorized trading partners and/or third-party networks where Customer's employees can:

- Shop products and services and automatically generate purchase requests at cart checkout;
- Transmit approved purchase orders to vendors; and
- Receive purchase order acknowledgements, shipment notifications, and vendor bills.

Your purchase of NetSuite SuiteProcurement Cloud Service also includes the following Cloud Services:

NetSuite Electronic Business Extension (which is subject to the same terms, conditions, and limitations
outlined in the *NetSuite Electronic Business Extension* service description included within this services
description document)).

## **Usage Limits:**

• Only Employee Self-Serve users may access NetSuite SuiteProcurement Cloud Service.

#### **Prerequisites:**

• Customer must maintain an active NetSuite ERP Cloud Service subscription.

# **Customer Responsibilities:**

- Customer must have NetSuite Electronic Business Extension installed and configured before NetSuite SuiteProcurement Cloud Service can be used.
- In order to transact:
  - Customer must establish an account with the applicable vendor(s), and
  - Customer must establish Trading Partner relationships, within Oracle Business Network ("OBN"), for each of the applicable vendor(s).

## Notice:

- NetSuite SuiteProcurement Cloud Service allows Customers to automate certain business functions by automating purchasing processes and may include automation related to the creation and management of accounts with the vendors with which they do business.
- Customer agrees and acknowledges that Customer's action may result in Oracle providing data to OBN, including information that would be found on documents used to open an account with a vendor, such as a credit application, as well transactional data, such as that found on documents like purchase orders,

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shipping notifications, and vendor bills. If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instances (including, but not limited, moving Customer Data to OBN or providing Customer Data to a trading partner as a part of NetSuite SuiteProcurement Cloud Service) then the terms of the relevant agreements between Customer and Oracle related to Customer's Cloud Services, including but not limited to Customer's Subscription Services Agreement, and the applicable policies and other documents referenced therein, shall not apply to such Customer Data when it is not stored in, or run on, or through the Cloud Services.

- If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instances (including, but not limited, moving Customer Data to OBN) then the terms of the relevant agreements between Customer and Oracle related to Customer's Cloud Services, including but not limited to Customer's Subscription Services Agreement, and the applicable policies and other documents referenced therein, shall not apply to such Customer Data when it is not stored in, or run on, or through the Cloud Services..
- Customer acknowledges that Oracle may partner with and/or have other arrangements of various types with certain trading partner as a part of NetSuite SuiteProcurement Cloud Service, and that such arrangements may include financial elements. Notwithstanding such arrangements between Oracle and trading partners, (a) Oracle is not liable for any Customer selections of such trading partners (such selections are made at Customer's own discretion), or for any actions, errors, or omissions of Customers and trading partners with respect to NetSuite SuiteProcurement Cloud Service, and (b) Customers and trading partners are responsible for entering into their own agreements pertaining to their relationship under the NetSuite SuiteProcurement Cloud Service.
- Customer acknowledges that: (a) the nature, type, quality and availability of Trading Partners may change at any time during the Term, and (b) features of the Services that interoperate with Third Party Applications depend on the continuing availability of such third parties' respective applications, data, or services. Oracle may need to update, change or modify the Services under this service description as a result of a change in, or unavailability of, such Trading Partners or Third Party Applications. Any change to Third Party Applications, including their unavailability, during the Term does not affect Customers obligations, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

# ORACLE NETSUITE PAYMENT AUTOMATION CLOUD SERVICE

# NetSuite Payment Automation Starter Cloud Service

The NetSuite Payment Automation Starter Cloud Service provides the following value-added application for customers with a current subscription for NetSuite Starter Edition:

Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Starter ERP Editions.

Usage Limits: The NetSuite Payment Automation Starter Cloud Service is subject to the following usage limits:

• One (1) production environment

#### Prerequisites:

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- Customer must maintain the same Payment Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Payment Automation Starter Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor(s) ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the *Subcontractors* section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment or to administer such payments. In such communications, Customer agrees that Oracle or V-Card Subprocessor may refer to Customer as a customer of Oracle. By uploading Customer's logo into the Cloud Services, Customer agrees Oracle and V-Card Subcontractor may use Customer's company name and logo in such communications (written and otherwise) to Customer's vendors, including without limitation on remittance emails to Customer's vendors, virtual card enrollment emails to Customer's vendors, and virtual card validation form.

By executing an estimate/order form for the NetSuite Payment Automation Starter Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

Customer reserves the right to terminate the NetSuite Payment Automation Starter Cloud Service up to 60 days from initial provisioning of the NetSuite Payment Automation Starter Cloud Service and receive a full refund of any fees paid for the NetSuite Payment Automation Starter Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Payment Automation Starter Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer

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agrees it is not relying on the availability of functionality of NetSuite Payment Automation Starter Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Payment Automation Starter Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Payment Automation Starter Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Payment Automation Starter Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Payment Automation Starter Cloud Service, designed to enhance the safety and security of NetSuite Payment Automation Starter Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

## NetSuite Payment Automation Standard Cloud Service

The NetSuite Payment Automation Standard Cloud Service provides the following value-added application for customers with a current subscription for NetSuite Standard Edition:

Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Standard ERP Editions.

**Usage Limits**: The NetSuite Payment Automation Standard Cloud Service is subject to the following usage limits:

• One (1) production environment

# Prerequisites:

- Customer must maintain the same Payment Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

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Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Payment Automation Standard Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor(s) ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the *Subcontractors* section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment or to administer such payments. In such communications, Customer agrees that Oracle or V-Card Subprocessor may refer to Customer as a customer of Oracle. By uploading Customer's logo into the Cloud Services, Customer agrees Oracle and V-Card Subcontractor may use Customer's company name and logo in such communications (written and otherwise) to Customer's vendors, including without limitation on remittance emails to Customer's vendors, virtual card enrollment emails to Customer's vendors, and virtual card validation form.

By executing an estimate/order form for the NetSuite Payment Automation Standard Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Payment Automation Standard Cloud Service up to 60 days from initial provisioning of the NetSuite Payment Automation Standard Cloud Service and receive a full refund of any fees paid for the NetSuite Payment Automation Standard Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Payment Automation Standard Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Payment Automation Standard Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Payment Automation Standard Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Payment Automation Standard Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Payment Automation Standard Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network

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or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Payment Automation Standard Cloud Service, designed to enhance the safety and security of NetSuite Payment Automation Standard Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

# NetSuite Payment Automation Premium Cloud Service

The NetSuite Payment Automation Premium Cloud Service provides the following value-added application for customers with a current subscription for NetSuite Premium Edition:

Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Premium ERP Editions.

**Usage Limits**: The NetSuite Payment Automation Premium Cloud Service is subject to the following usage limits:

• One (1) production environment

#### Prerequisites:

- Customer must maintain the same Payment Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Payment Automation Premium Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with a third party subcontractor(s) ("V-Card Subcontractor") to assist Customer with

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maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the *Subcontractors* section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment or to administer such payments. In such communications, Customer agrees that Oracle or V-Card Subprocessor may refer to Customer as a customer of Oracle. By uploading Customer's logo into the Cloud Services, Customer agrees Oracle and V-Card Subcontractor may use Customer's company name and logo in such communications (written and otherwise) to Customer's vendors, including without limitation on remittance emails to Customer's vendors, virtual card enrollment emails to Customer's vendors, and virtual card validation form.

By executing an estimate/order form for the NetSuite Payment Automation Premium Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Payment Automation Premium Cloud Service up to 60 days from initial provisioning of the NetSuite Payment Automation Premium Cloud Service and receive a full refund of any fees paid for the NetSuite Payment Automation Premium Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Payment Automation Premium Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Payment Automation Premium Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Payment Automation Premium Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Payment Automation Premium Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Payment Automation Premium Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business

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operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Payment Automation Premium Cloud Service, designed to enhance the safety and security of NetSuite Payment Automation Premium Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

## NetSuite Payment Automation Enterprise Cloud Service

The NetSuite Payment Automation Enterprise Cloud Service provides the following value-added application for customers with a current subscription for NetSuite Enterprise Edition:

• Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Enterprise ERP Editions.

**Usage Limits**: The NetSuite Payment Automation Enterprise Cloud Service is subject to the following usage limits:

• One (1) production environment

#### Prerequisites:

- Customer must maintain the same Payment Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Payment Automation Enterprise Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with a third party subcontractor(s) ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the *Subcontractors* section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment or to administer such payments. In such communications, Customer agrees that Oracle or V-Card Subprocessor may refer to Customer as a customer of Oracle. By uploading Customer's logo into the Cloud Services, Customer agrees Oracle and V-Card Subcontractor may use Customer's

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company name and logo in such communications (written and otherwise) to Customer's vendors, including without limitation on remittance emails to Customer's vendors, virtual card enrollment emails to Customer's vendors, and virtual card validation form.

By executing an estimate/order form for the NetSuite Payment Automation Enterprise Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Payment Automation Enterprise Cloud Service up to 60 days from initial provisioning of the NetSuite Payment Automation Enterprise Cloud Service and receive a full refund of any fees paid for the NetSuite Payment Automation Enterprise Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Payment Automation Enterprise Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Payment Automation Enterprise Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Payment Automation Enterprise Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Payment Automation Enterprise Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Payment Automation Enterprise Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Payment Automation Enterprise Cloud Service, designed to enhance the safety and security of NetSuite Payment Automation Enterprise Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

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# **NETSUITE QUICKSTART EDITION**

# NetSuite QuickStart Edition Early Adopter (Formerly called: Oracle NetSuite New Starter Edition)

Customers of the NetSuite QuickStart Edition Early Adopter are authorized to acces the following:

- NetSuite QuickStart Edition Early Adopter and Five (5) NetSuite QuickStart Edition Early Adopter General Access Users (additional NetSuite QuickStart Edition Early Adopter General Access Users available for purchase up to the limits specified below)
- GL Accounting with chart of account, financial reporting, general ledger, journal entires, and period close:
- Cash management with NetSuite Bank Connectivity Feature and reconciliation. Use of the NetSuite Bank Connectivity Feature is subject to additional terms which can be found in the "NetSuite Cloud Services Supplemental Terms and Disclaimers" document found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html;
- General Application user interface with search and navigation;
- Order to Cash with sales orders, invoices, and billing;
- CRM with customer 360;
- Procure to Pay with vendors, purchase orders, vendor bills, and vendor credits;
- Inventory management with inventory locations and inventory adjustments;
- HR employee record/profile;
- Standard operational reports.
- NetSuite Basic Support as outlined in the Oracle NetSuite Hosting and Support Delivery Policies available at <a href="https://www.oracle.com/corporate/contracts/cloud-services/netsuite/contracts.html">https://www.oracle.com/corporate/contracts/cloud-services/netsuite/contracts.html</a>.
- One (1) Oracle NetSuite Commerce Connector for QuickStart subject to the usage limits outlined in the Oracle NetSuite Commerce Connector for QuickStart service description (found herein).

Usage Limits: NetSuite QuickStart Edition Early Adopter is subject to the following usage limits:

- Maximum of 25 NetSuite QuickStart Edition Early Adopter General Access Users
- Maximum of 10 GB File Cabinet Storage
- Maximum of 20,000 monthly transaction lines

If Customer exceeds any of these limits, then Customer must purchase additional capacity.

## NetSuite QuickStart Edition Early Adopter General Access User

Customers of the NetSuite QuickStart Edition Early Acopter General Access User are authorized to acces the following:

• NetSuite QuickStart Edition Early Acopter General Access User as specified in your order.

**Usage Limits**: NetSuite QuickStart Edition Early Acopter General Access User is subject to the following usage limits:

 A maximum of NetSuite QuickStart Edition Early Acopter General Access Users as defined in your order

Prerequisites: NetSuite QuickStart Edition Early Acopter

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## Oracle NetSuite Commerce Connector for QuickStart

Oracle NetSuite Commerce Connector for QuickStart allows you to set up data-mapping between NetSuite QuickStart and one online marketplace account allowing an integration between a single account on a third-party Commerce online marketplace/cart and NetSuite QuickStart ERP system. Oracle NetSuite Commerce Connector for QuickStart will perform automated syncs, which involves the exchange of certain data, including but not limited to, product, pricing, order, inventory, and shipping data, between the connected systems as set forth below.

## **Usage Limits:**

- Maximum number of General Access Users allowed under this Cloud Service is subject to the usage limits allowed specified for NetSuite QuickStart Edition. No additional General Access Users are granted with NetSuite Commerce Connector for QuickStart.
- Customer is entitled to connect to one of the following marketplaces per Oracle NetSuite Commerce
  Connector for QuickStart purchased by Customer (subject to the marketplace limitations outlined
  below):
  - o Amazon Seller Central, Shopify
- Amazon Seller Central syncs are available for:
  - o Order, fulfillment, price and quantity
- Shopify syncs are available for:
  - o Order, fulfillment, price, quantity, and gift certificate

Prerequisites: Customer must have a current subscription to Oracle NetSuite QuickStart Edition.

#### **NETSUITE SPECIALIZED USERS**

# NetSuite Specialized CRM Cloud Service User

NetSuite Specialized CRM Cloud Service User allows a User to perform Sales, CPQ, Marketing and Support activities in the NetSuite Services. Access level details for NetSuite Specialized CRM Cloud Service User can be found in *Standard Roles Permissions Table* at <a href="https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section">https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section</a> N295396.html#subsect 0708012605. (or any successor URL as provided by Oracle).

NetSuite Specialized CRM Cloud Service User cannot modify pre-established permissions to grant greater access than the default access provided in the NetSuite Service.

## **Usage Limits:**

• Customer is entitled to the quantity of NetSuite Specialized CRM Cloud Service User specified in Customer's Estimate Order Form.

# Prerequisites:

Customer must maintain an active NetSuite ERP Cloud Service subscription.

## **Customer Requirements:**

Customer is responsible for:

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- Assigning the NetSuite Specialized CRM Cloud Service User to the appropriate employees.
- Customer may customize access, including to limit the default permissions to grant reduced access, for NetSuite Specialized CRM Cloud Service Users based on such Users' business requirements.
- If Security Assertion Markup Language Single Sign-On ("SAML SSO") is not used, Customer must customize the role to remove SAML SSO permission.

## NetSuite Specialized View and Approve Cloud Service 5-Pk Users

NetSuite Specialized View and Approve Cloud Service 5-Pk Users allows a User to have read-only access and approve specific records, as listed below, within the NetSuite Service.

- Invoices;
- Journal Entries;
- Return Authorizations;
- Sales Orders;
- Transfer Orders
- Vendor Bills;
- Vendor Payments;
- Vendor In-Transit Payments; and
- Vendor Return Authorizations

If Customer has Procurement Management Cloud Service (any edition), then NetSuite Specialized View and Approve Cloud Service 5-Pk Users allows a User to have read-only access and approve specific records, as listed below:

- Blanket Purchase Orders:
- Purchase Contract Approvals; and
- Requisitions Approvals.

NetSuite Specialized View and Approve Cloud Service 5-Pk Users cannot:

- Transact within the NetSuite Service;
- Set up or configure any NetSuite Service;
- Modify pre-established permissions already restricted to "Approve" or "View-Only" access;
- View payroll information; or
- View employee records.

**Usage Limits:** NetSuite Specialized View and Approve Cloud Service 5-Pk Users is subject to the following usage limits:

• Customer is entitled to the quantity of NetSuite Specialized: View and Approve Cloud Service 5-Pk Users specified in Customer's Estimate Order Form.

#### **Prerequisites:**

• Customer must maintain an active NetSuite ERP Cloud Service subscription.

#### **Customer Responsibilities:**

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- Customer is responsible for assigning the NetSuite Specialized View and Approve Cloud Service 5-Pk Users to the appropriate employees.
- Customer may customize access, including to limit the default permissions to grant reduced access, for NetSuite Specialized View and Approve Cloud Service 5-Pk Users based on such Users' business requirements.
- If Security Assertion Markup Language Single Sign-On ("SAML SSO") is not used, Customer must customize the role to remove SAML SSO permission.

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# RETIRED PARTS (RENEWAL ONLY)

# ORACLE NETSUITE AP AUTOMATION CLOUD SERVICE

NetSuite Starter Edition AP Automation Cloud Service (this service is eligible for renewal if purchased or renewed on or after May 12, 2023; no net new sales allowed as of September 1, 2024)

The NetSuite Starter Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Starter Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Starter ERP Editions.

**Usage Limits**: The NetSuite Starter Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

# Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

# **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Starter Edition AP Automation Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the <u>Subcontractors</u> section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment.

By executing an estimate/order form for the NetSuite Starter Edition AP Automation Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes

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Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Starter Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Starter Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Starter Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Starter Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Starter Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Starter Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Starter Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Starter Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Starter Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Starter Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

NetSuite Standard Edition AP Automation Cloud Service (this service is eligible for renewal if purchased or renewed on or after May 12, 2023; no net new sales allowed as of September 1, 2024)

The NetSuite Standard Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Standard Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Standard ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

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**Usage Limits**: The NetSuite Standard Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

## Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Standard Edition AP Automation Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor(s) ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the <u>Subcontractors</u> section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment.

By executing an estimate/order form for the NetSuite Standard Edition AP Automation Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Standard Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Standard Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Standard Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned

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offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Standard Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Standard Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Standard Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Standard Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors, and the provision of this NetSuite Standard Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Standard Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Standard Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

NetSuite Premium Edition AP Automation Cloud Service (this service is eligible for renewal if purchased or renewed on or after May 12, 2023; no net new sales allowed as of September 1, 2024)

The NetSuite Premium Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Premium Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Premium ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

**Usage Limits**: The NetSuite Premium Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

# Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

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Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The NetSuite Premium Edition AP Automation Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor(s), ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the <u>Subcontractors</u> section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment.

By executing an estimate/order form for the NetSuite Premium Edition AP Automation Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Premium Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Premium Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Premium Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Premium Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Premium Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Premium Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Premium Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors, and the provision of this NetSuite Premium Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network

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or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Premium Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Premium Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

# NetSuite Enterprise Edition AP Automation Cloud Service (this service is eligible for renewal if purchased or renewed on or after May 12, 2023; no net new sales allowed as of September 1, 2024)

The NetSuite Enterprise Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Enterprise Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Enterprise ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

**Usage Limits**: The NetSuite Enterprise Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

#### Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

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The NetSuite Enterprise Edition AP Automation Cloud Service includes a feature that enables Customer to generate virtual payment cards, enabling Customer to pay a third-party ("vendor") with such virtual payment card. NetSuite has contracted with third party subcontractor(s), ("V-Card Subcontractor") to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. The list of V-Card Subcontractors, which is subject to change at Oracle's sole discrection, can be found in the <u>Subcontractors</u> section found in this service description document. As part of the implementation of the virtual payment card feature, V-Card Subcontractor may need to contact (which may include email or by telephone) Customer's vendors directly to determine whether Customer's vendors accept virtual payment cards as a form of payment.

By executing an estimate/order form for the NetSuite Enterprise Edition AP Automation Cloud Service: (1) Customer authorizes V-Card Subcontractor to: (a) contact Customer's vendors for the purposes set forth herein, (b) to report such information to Customer, and (c) take such steps as necessary to enable payments through virtual payment card from Customer to vendors accepting virtual payment cards; and (2) Customer authorizes Oracle to provide a subset of Customer Data (as defined in the Agreement), which may include personal information or Customer information residing in the Services Environment related to Customer's vendors and Customer's payments to vendors, to V-Card Subcontractor for the purposes set forth herein.

V-Card Subcontractor may maintain this information for its records or as required for compliance with applicable laws, and share such information related to vendor use of virtual payment cards with third-parties. Customer may not be able to use the virtual payment card feature as a form of payment if Customer's vendors do not accept virtual payment cards.

The Customer reserves the right to terminate the NetSuite Enterprise Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Enterprise Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Enterprise Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Enterprise Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Enterprise Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Enterprise Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Enterprise Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks") or by third party subcontractors, and the provision of this NetSuite Enterprise Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks or such third party subcontractors. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network or the actions or inactions of any third party subcontractors (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Enterprise Edition AP Automation Cloud Service, designed to enhance the safety

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and security of NetSuite Enterprise Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

# RETIRED PARTS (NO SALE OR RENEWAL)

## ORACLE NETSUITE AP AUTOMATION CLOUD SERVICE

## NetSuite Starter Edition AP Automation Cloud Service (if purchased before May 12, 2023)

The NetSuite Starter Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Starter Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Starter ERP Editions.

**Usage Limits**: The NetSuite Starter Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

# Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The Customer reserves the right to terminate the NetSuite Starter Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Starter Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Starter Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Starter Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Starter Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite

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Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Starter Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Starter Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks"), and the provision of this NetSuite Starter Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Starter Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Starter Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

# NetSuite Standard Edition AP Automation Cloud Service (if purchased before May 12, 2023)

The NetSuite Standard Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Standard Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Standard ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

**Usage Limits**: The NetSuite Standard Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

#### Prerequosites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

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Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The Customer reserves the right to terminate the NetSuite Standard Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Standard Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Standard Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Standard Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Standard Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Standard Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Standard Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks"), and the provision of this NetSuite Standard Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Standard Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Standard Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

#### NetSuite Premium Edition AP Automation Cloud Service (if purchased before May 12, 2023)

The NetSuite Premium Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Premium Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Premium ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

**Usage Limits**: The NetSuite Premium Edition AP Automation Cloud Service is subject to the following usage limits:

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- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

#### Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

#### **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The Customer reserves the right to terminate the NetSuite Premium Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Premium Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Premium Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Premium Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Premium Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Premium Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Premium Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks"), and the provision of this NetSuite Premium Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Premium Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Premium Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

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# NetSuite Enterprise Edition AP Automation Cloud Service (if purchased before May 12, 2023)

The NetSuite Enterprise Edition AP Automation Cloud Service provides two value-added applications only for customers with a current NetSuite Enterprise Edition:

- Bill Capture
- Payment Automation (facilitated by HSBC Bank USA, N.A., member FDIC ("HSBC"))

This service is only available for US customers using one of NetSuite's Enterprise ERP Editions.

Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

**Usage Limits**: The NetSuite Enterprise Edition AP Automation Cloud Service is subject to the following usage limits:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

## Prerequisites:

- Customer must maintain the same AP Automation Edition as their ERP Edition.
- Activation of Payment Automation service is subject to successful onboarding and credit approval from HSBC.

## **Customer Responsibilities:**

Customer is responsible for preventing fraudulent payment activities by ensuring it has strict permissions through platform entitlements in place for its personnel and agents that have access to bill or invoice approval, bill or invoice payment processing, and payment authorization through the Payment Automation service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. As part of this service, Oracle sends Customer's payment instructions to Customer's designated bank or licensed financial institution via a secure connection. Oracle is not a financial institution and any funds transferred using the platform are transferred by Customer's bank or one or more of our financial institution alliances, depending on the method of payment.

The Customer reserves the right to terminate the NetSuite Enterprise Edition AP Automation Cloud Service up to 60 days from initial provisioning of the NetSuite Enterprise Edition AP Automation Cloud Service and receive a full refund of any fees paid for the NetSuite Enterprise Edition AP Automation Cloud Service if onboarding and credit approval from HSBC is denied. Proof of denial from HSBC is required to terminate the aforementioned offering. For avoidance of doubt, this termination only applies to the initial provision of the NetSuite Enterprise Edition AP Automation Cloud Service and not to any add-on, expansion or renewal orders. By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Enterprise Edition AP Automation Cloud Service, or approval from the banking entity, in its purchasing of Customer's other NetSuite Services. Customer acknowledges the termination right included herein is explicitly for NetSuite Enterprise Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Enterprise Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks ("Payment Networks"), and the provision of this NetSuite Enterprise Edition AP Automation Cloud Service and these functionalities is dependent upon

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the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). "Losses" means all losses, liabilities, damages (including punitive and exemplary damages), costs, claims, penalties, fines, charges and expenses (including legal fees reasonably incurred on a full indemnity basis and other reasonable professional advisers' fees, and disbursements and costs of investigation, litigation, settlement, judgment, interest and remedial actions).

Notwithstanding anything to the contrary in the Agreement or this Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle providing HSBC and third party banking providers with certain customer information, which may include personal information, to allow Oracle to carry out its business operations, such as responding to related Product and Service requests and information regarding access and attempted access to NetSuite Enterprise Edition AP Automation Cloud Service, designed to enhance the safety and security of NetSuite Enterprise Edition AP Automation Cloud Service and that may be required for compliance with laws, ordinances, or regulations.

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