

ORACLE NETSUITE ADVANCED CUSTOMER SUPPORT

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

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with up to the quantity of Advanced Customer Support (“ACS”) Service hours per quarter (with each quarter consisting of 3 months) specified in Your order to provide any of the following premium support services related to Your Oracle NetSuite instance, Oracle NetSuite SuiteCommerce website instance or Oracle NetSuite Point-of-Sale module (“Services”):

1. Performing an ACS review of Your Oracle NetSuite instance (“ACS Review”)*
 - *This ACS Review will only be provided where Oracle deems an ACS Review necessary and has not previously performed an ACS Review of Your Oracle NetSuite instance; the performance of such ACS Review will occur in the first one to three months of Services and may consist of a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by Your current Oracle NetSuite instance.
2. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts and integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”).
3. Providing guidance on development activities in Your Oracle NetSuite instance.
4. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
5. Providing advice and assistance with execution in areas of performance or scalability.
6. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Providing advice and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of fifteen (15) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.
7. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Providing web store scripting.
 - c. Providing landing or other new pages, templates or layouts.
 - d. Advisory assistance with Search Engine Optimization (“SEO”).

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as

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

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

1. Your Obligations

- a. Obtain Cloud Services and NetSuite Support under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services and NetSuite Support for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing ("UAT").
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours required for Oracle to perform the ACS Review described in the Description of Services above exceeds the total quantity of Service hours allocated for the quarter as specified in Your order, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

If the last quarter of the Term is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter ("Extended Hours"). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

F. Primary Point of Contact

You agree to designate only one (1) primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with up to the quantity of Advanced Customer Support (“ACS”) Service hours per quarter (with each quarter consisting of 3 months) specified in Your order for any of the following premium support services related to Your Oracle NetSuite instance, Oracle NetSuite SuiteCommerce website instance or Oracle NetSuite Point-of-Sale module (“Services”):

1. Performing an ACS review of Your Oracle NetSuite instance (“ACS Review”)*
*This Service will only be provided where Oracle deems an ACS Review necessary and has not previously performed an ACS Review of Your Oracle NetSuite instance; the performance of such ACS Review will occur in the first one to three months of Services and may consist of a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by Your current Oracle NetSuite instance.
2. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts and integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”).
3. Providing guidance on development activities in Your Oracle NetSuite instance.
4. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
5. Providing assistance with release management support consisting of providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
6. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Quarterly reporting of key performance indicators (“KPI”).
 - b. Recommending changes in areas of performance or scalability.
7. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.
8. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Providing web store scripting.
 - d. Providing landing or other new pages, templates or layouts.

- e. Providing Built-to-Perform (“BTP”) and other performance-related assistance.
- f. Providing Search Engine Optimization (“SEO”) reviews.
- g. Providing KPI reviews.
- h. Providing design reviews.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Obtain Cloud Services and NetSuite Support under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services and NetSuite Support for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee’s arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle

to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.

- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours required for Oracle to perform the ACS Review described in the Description of Services above exceeds the total quantity of Service hours allocated for the quarter as specified in Your order, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Oracle to provide Services set out in the

above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

If the last quarter of the Term is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter (“Extended Hours”). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed two (2), who will work together with Oracle to facilitate an efficient delivery of Services.

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with up to the quantity of Advanced Customer Support (“ACS”) Service hours per month specified in Your order for any of the following premium support services related to Your Oracle NetSuite instance, Oracle NetSuite SuiteCommerce website instance or Oracle NetSuite Point-of-Sale module (“Services”):

1. Performing an ACS review of Your Oracle NetSuite instance (“ACS Review”)*
 - *This Service will only be provided where Oracle deems an ACS Review necessary and has not previously performed an ACS Review of Your Oracle NetSuite instance; the performance of such ACS Review will occur in the first one to three months of Services and may consist of a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by Your current Oracle NetSuite instance.
2. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts and integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”).
3. Providing guidance on development activities in Your Oracle NetSuite instance.
4. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
5. Providing assistance with release management support consisting of any of the following:
 - a. Providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
 - b. Guidance on additional capabilities that You could leverage.
 - c. Regression testing of Your Oracle NetSuite instance against the targeted release.
6. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Quarterly reporting of key performance indicators (“KPI”).
 - b. Recommending changes in areas of performance or scalability.
 - c. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, testing and release activities.
7. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named optimizing team with an Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.

8. Providing platform and systems architecture guidance that may consist of assistance with any of the following:
 - a. Defining the role of Oracle NetSuite in a multi-vendor business solutions environment including master data management and data transaction architecture.
 - b. Informing You of the possible impacts of potential Oracle NetSuite releases.
 - c. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support development, testing and release activities.
9. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Providing web store scripting.
 - d. Providing landing or other new pages, templates or layouts.
 - e. Providing Built-to-Perform (“BTP”) and other performance-related assistance.
 - f. Providing Search Engine Optimization (“SEO”) reviews
 - g. Providing KPI reviews
 - h. Providing design reviews.
10. Creating website analysis reports reflecting a rolling cumulative analysis of KPIs for Your NSE website instances, including:
 - a. Traffic;
 - b. Transactions;
 - c. Revenue; and
 - d. Conversion rate.
11. Producing performance reports that describe Your website's performance of page load times. Website pages covered in this report are:
 - a. Homepage;
 - b. Search;
 - c. Category;
 - d. Item (Product Detail Page);
 - e. Proceed to Checkout; and
 - f. Login.
12. Providing access to all NetSuite On-Demand training material for only one (1) trainee named by You regardless of the number of units purchased. The trainee named by You may be changed by You on an annual basis.
13. Providing access to NetSuite public training courses for only one (1) trainee per course regardless of the number of units purchased. For each course You order and do not cancel in writing in advance of the day the course is scheduled to commence, You acknowledge and agree that the computation of Service hours under Your order for such scheduled training, regardless of attendance or partial attendance by Your trainee, will be calculated by dividing the total number of scheduled hours for the course by four (4). If there is no remainder from such calculation, the resulting quotient (the “quotient”) will reflect the number of Service hours consumed under this order, and if there is a remainder from such calculation, the number of Service hours consumed by You will be calculated as the sum of the quotient plus one (1) additional Service hour. By way of example and for illustrative purposes only, if the total number of scheduled hours for a course ordered by You is eight (8) hours, then the total number of hours (8) divided by four (4) equals the quotient two (2),

and since there is no remainder to this quotient, the number of Service hours consumed will be two (2) Service hours, whereas if the total number of scheduled hours for a course ordered by You is nine (9) hours, then the total number of hours (9) divided by four (4) equals two (2) with a remainder of one quarter (0.25), and where there is a remainder, the Service hours consumed will be calculated as the quotient (2) plus one (1) additional Service hour for a total of three (3) Service hours consumed.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Obtain Cloud Services and NetSuite Support under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services and NetSuite Support for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per month allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.

- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours required for Oracle to perform the ACS Review described in the Description of Services above exceeds the total quantity of Service hours allocated for the month as specified in Your order, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- b. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- a. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- b. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- c. Performance monitoring does not include order placement metrics.
- d. Alerts triggered by performance monitoring are handled by You as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The maximum number of allowable Service hours per month (including any Extended Services purchased for such month) identified in Your order must be used per month in that month. Any portion of the Services or Service hours not used that month will be automatically forfeited by You in that month, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that month for the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per month indicated in Your order for any given month (“Extended Hours”). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate as set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Oracle to facilitate an efficient delivery of Services.

NetSuite ACS Transition

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with up to the quantity of Advanced Customer Support (“ACS”) Service hours per quarter (with each quarter consisting of 3 months) specified in Your order for any of the following premium support services related to Your Oracle NetSuite instance, Oracle NetSuite SuiteCommerce website instance or Oracle NetSuite Point-of-Sale module (“Services”):

1. Performing an ACS review of Your Oracle NetSuite instance (“ACS Review”)*
 - *This ACS Review will only be provided where Oracle deems an ACS Review necessary and has not previously performed an ACS Review of Your Oracle NetSuite instance; the performance of such ACS Review will occur in the first two months of Services and may consist of a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by Your current Oracle NetSuite instance.
2. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts and integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”).
3. Providing guidance on development activities in Your Oracle NetSuite instance.
4. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
5. Providing assistance with release management support consisting of any of the following:
 - a. Providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
 - b. Guidance on additional capabilities that You could leverage.
 - c. Regression testing of Your Oracle NetSuite instance against the targeted release.
6. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Quarterly reporting of key performance indicators (“KPI”).
 - b. Recommending changes in areas of performance or scalability.
 - c. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, testing and release activities.
7. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named optimizing team with an Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.

8. Providing platform and systems architecture guidance that may consist of assistance with any of the following:
 - a. Defining the role of Oracle NetSuite in a multi-vendor business solutions environment including master data management and data transaction architecture.
 - b. Informing You of the possible impacts of potential Oracle NetSuite releases.
 - c. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support Your development, testing and release activities.
9. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Providing web store scripting.
 - d. Providing landing or other new pages, templates or layouts.
 - e. Providing Built-to-Perform (“BTP”) and other performance-related assistance.
 - f. Providing Search Engine Optimization (“SEO”) reviews
 - g. Providing KPI reviews
 - h. Providing design reviews.
10. Creating website analysis reports reflecting a rolling cumulative analysis of KPIs for Your NSE website instances, including:
 - a. Traffic;
 - b. Transactions;
 - c. Revenue; and
 - d. Conversion rate.
11. Producing performance reports that describe Your website's performance of page load times. Website pages covered in this report are:
 - a. Homepage;
 - b. Search;
 - c. Category;
 - d. Item (Product Detail Page);
 - e. Proceed to Checkout; and
 - f. Login.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Obtain Cloud Services and NetSuite Support under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services and NetSuite Support for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing ("UAT").
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours required for Oracle to perform the ACS Review described in the Description of Services above exceeds the total quantity of Service hours allocated for the quarter as specified in Your order, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.

- d. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by Performance Monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used in that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

If the last quarter of the Term is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter ("Extended Hours"). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate as set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Oracle to facilitate an efficient delivery of Services.

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with up to the quantity of Advanced Customer Support (“ACS”) Service hours per month specified in Your order for any of the following premium support services related to Your Oracle NetSuite instance, Oracle NetSuite SuiteCommerce website instance or Oracle NetSuite Point-of-Sale module (“Services”).

1. Performing an ACS review of Your Oracle NetSuite instance (“ACS Review”)*
 - *This Service will only be provided where Oracle deem an ACS Review necessary and has not previously performed an ACS Review of Your Oracle NetSuite instance; the performance of such ACS Review will occur in the first one to three months of Services and may consist of a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by Your current Oracle NetSuite instance.
2. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts and integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”).
3. Providing guidance on development activities in Your Oracle NetSuite instance.
4. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
5. Providing assistance with release management support consisting of any of the following:
 - a. Providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite instance.
 - b. Guidance on additional capabilities that You could leverage.
 - c. Regression testing of Your Oracle NetSuite instance against the targeted release.
6. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Quarterly reporting of key performance indicators (“KPI”).
 - b. Recommend changes in areas of performance or scalability.
 - c. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, testing and release activities.
7. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named optimizing team and a named support team with an Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.

8. Providing platform and systems architecture guidance that may consist of assistance with any of the following:
 - a. Defining the role of Oracle NetSuite in a multi-vendor business solutions environment including master data management and data transaction architecture.
 - b. Informing You of the possible impacts of potential Oracle NetSuite releases.
 - c. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support development, testing and release activities.
9. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Providing web store scripting.
 - d. Providing landing or other new pages, templates or layouts.
 - e. Providing Built-to-Perform (“BTP”) and other performance-related assistance.
 - f. Providing Search Engine Optimization (“SEO”) reviews
 - g. Providing KPI reviews
 - h. Providing design reviews.
10. Creating website analysis reports reflecting a rolling cumulative analysis of KPIs for Your NSE website instances, including:
 - a. Traffic;
 - b. Transactions;
 - c. Revenue; and
 - d. Conversion rate.
11. Producing performance reports that describe Your website's performance of page load times. Website pages covered in this report are:
 - a. Homepage;
 - b. Search;
 - c. Category;
 - d. Item (Product Detail Page);
 - e. Proceed to Checkout; and
 - f. Login.
12. Providing access to all NetSuite On-Demand training material for only two (2) trainees named by You regardless of the number of units purchased. The two (2) trainees named by You may be changed by You on an annual basis.
13. Providing access to NetSuite public training courses for up to only two (2) trainees per course regardless of the number of units purchased. For each course You order and do not cancel in writing in advance of the day the course is scheduled to commence, You acknowledge and agree that the computation of Service hours under this contract for such scheduled training for each trainee that registers for a course and does not cancel it as set out above, regardless of attendance or partial attendance by Your trainee(s), will be calculated by dividing the total number of scheduled hours for the course by four (4). If there is no remainder from such calculation, the resulting quotient (the “quotient”) will reflect the number of Service hours consumed under this order, and if there is a remainder from such calculation, the number of Service hours consumed by You will be calculated as the sum of the quotient plus one (1) additional Service hour. By way of example and for illustrative purposes only, if the total number of scheduled hours for a course ordered by You

is eight (8) hours, then the total number of hours (8) divided by four (4) equals the quotient, two (2), and since there is no remainder to this quotient, the number of Service hours consumed will be two (2) Service hours per trainee, whereas if the total number of scheduled hours for a course ordered by You is nine (9) hours, then the total number of hours (9) divided by four (4) equals the quotient, two (2), with a remainder of one quarter (0.25), and where there is a remainder, the Service hours consumed will be calculated as the quotient (2) plus one (1) additional Service hour for a total of three (3) Service hours consumed per trainee.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Obtain Cloud Services and NetSuite Support under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services and NetSuite Support for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per month allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.

- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours required for Oracle to perform the ACS Review Services described in the Description of Services above exceeds the total quantity of Service hours allocated for the month as specified in Your order, You will purchase Extended Hours (as defined below) necessary for Oracle to complete such ACS Review.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- b. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- a. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- b. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- c. Performance monitoring does not include order placement metrics.
- d. Alerts triggered by Performance Monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The maximum number of allowable Service hours per month (including any Extended Services purchased for such month) identified in Your order must be used by You in that month. Any portion of the Services or Service hours not used that month will be automatically forfeited by You in that month, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that month for the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per month indicated in Your order for any given month (“Extended Hours”). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed four (4), who will work together with Oracle to facilitate an efficient delivery of Services.

NetSuite ACS SP (Solution Provider)

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You, as the Solution Provider, with up to the quantity of Advanced Customer Support (“ACS”) Service hours per quarter (with each quarter consisting of 3 months) specified in Your order for any of the following premium support services related to Your customers’ Oracle NetSuite instances, Oracle NetSuite SuiteCommerce website instances or Oracle NetSuite Point-of-Sale modules (“Services”):

1. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts, integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”) modules.
2. Providing guidance on development activities in Your Oracle NetSuite instance.
3. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
4. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Recommending changes in areas of performance or scalability.
 - b. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, testing and release activities.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named optimizing team with an Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.
6. Providing platform and systems architecture guidance that may consist of assistance with any of the following:
 - a. Defining the role of Oracle NetSuite in a multi-vendor business solutions environment including master data management and data transaction architecture.
 - b. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support development, testing and release activities.
7. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Performing website instance updates.
 - d. Providing web store scripting.
 - e. Providing landing or other new pages, templates or layouts.
 - f. Providing Built-to-Perform (“BTP”) and other performance-related assistance.

- g. Providing Search Engine Optimization (“SEO”) reviews
- h. Providing design reviews.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Prior to providing any Services to You, ensure Your customer obtains Cloud Services under separate contract and maintains such Oracle Cloud Services, without interruption, during the period such Services are being provided to Your customer.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.

- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by Performance Monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

Subject to the following paragraph of this section, the maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

If the last quarter of the Term is less than three (3) months, then the quarterly Service hours for the last quarter will be pro-rated by Oracle.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter (“Extended Hours”). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Oracle to facilitate an efficient delivery of Services.

NetSuite ACS GSI (Global Systems Integrator)

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You, as the Global Systems Integrator, with up to the quantity of Advanced Customer Support (“ACS”) Service hours per quarter (with each quarter consisting of 3 months) specified in Your order for any of the following premium support services related to Your customers’ Oracle NetSuite instances, Oracle NetSuite SuiteCommerce website instances or Oracle NetSuite Point-of-Sale modules (“Services”):

1. Remediating issues You have encountered with any of the following:
 - a. Oracle NetSuite SuiteCloud workflows, scripts, integrations;
 - b. Oracle NetSuite E*commerce (“NSE”) sites;
 - c. Oracle NetSuite SuiteCommerce In Store (“SCIS”) and
 - d. Oracle NetSuite Point of Sale (“NSPOS”) modules.
2. Providing guidance on development activities in Your Oracle NetSuite instance.
3. Providing guidance on application usage and configuration of Your Oracle NetSuite instance.
4. Providing performance and scalability guidance and execution consisting of assistance with any of the following:
 - a. Recommending changes in areas of performance or scalability.
 - b. Managing, maintaining and modifying Your Oracle NetSuite instance to support development, testing and release activities.
5. Providing optimization and sustainment guidance and execution consisting of assistance with any of the following:
 - a. Assigning a named optimizing team with an Oracle customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations; such requested changes or integrations shall be limited to a maximum of forty (40) Service hours per request.
 - b. Making changes to Your business process flows.
 - c. Making requested integration(s).
 - d. Migrating data.
6. Providing platform and systems architecture guidance that may consist of assistance with any of the following:
 - a. Defining the role of Oracle NetSuite in a multi-vendor business solutions environment including master data management and data transaction architecture.
 - b. Providing strategies to support, maintain and manage Your Oracle NetSuite instance that support adequate development, testing and release activities.
7. Providing website maintenance (“WM”) consisting of assistance with any of the following:
 - a. Creating new ecommerce functionality.
 - b. Performing website instance updates.
 - c. Providing web store scripting.
 - d. Providing landing or other new pages, templates or layouts.
 - e. Providing Built-to-Perform (“BTP”) and other performance-related assistance.
 - f. Providing Search Engine Optimization (“SEO”) reviews

- g. Providing design reviews.

B. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in Your order. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

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

1. Your Obligations

- a. Prior to providing any Services to You, ensure Your customer obtains Cloud Services under separate contract and maintains such Oracle Cloud Services, without interruption, during the period such Services are being provided to Your customer.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Do not film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of Service hours per quarter allowed for the performance of Services.
- l. Provide Oracle with dedicated user access to Your systems necessary for the performance of Services.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.

- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.

2. Project Assumptions

- a. Oracle will determine if recommended changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. Oracle resources are not obligated, without Oracle's written permission, to perform Services outside normal business hours or in excess of ten (10) hours per day (or fifty (50) hours per week).
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by performance monitoring are handled by You as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

Subject to the following paragraph of this section, the maximum number of allowable Service hours per quarter (including any Extended Services purchased for such quarter) identified in Your order must be used by You in that quarter. Any portion of the Services or Service hours not used that quarter will be automatically forfeited by You in that quarter, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Service hours in that quarter for the Services. In order for Oracle to provide Services set out in the above Description of Services after the Term, Oracle and You must mutually agree upon a separate order for such Services.

If the last quarter of the Term is less than three (3) months, then the quarterly Service hours will be pro-rated accordingly.

E. Extended Services

During the Term of Your order, the parties may mutually agree in writing to increase the quantity of Service hours per quarter indicated in Your order for any given quarter (“Extended Hours”). Oracle will invoice You for any such Extended Hours at the Extended Hourly Rate set out in Your order.

F. Primary Point of Contact

You agree to designate primary contacts, not to exceed three (3), who will work together with Oracle to facilitate an efficient delivery of Services.