

# NetSuite GBU Cloud Services Service Descriptions

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## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>GLOSSARY</b>  | <b>6</b>  |
| Active   | 6         |
| Additional Location  | 6         |
| API request  | 6         |
| Average Monthly transaction lines  | 6         |
| Base integration concurrency   | 6         |
| Connector for NetSuite   | 6         |
| Core Suite   | 6         |
| Employed   | 7         |
| Excluded User Type   | 7         |
| File Cabinet Storage   | 7         |
| Full licensed Users  | 7         |
| Integration Manager  | 7         |
| Physical Location  | 7         |
| Region   | 7         |
| Revenue Center   | 7         |
| SuiteCloud Plus licenses   | 7         |
| SuiteProjects Pro Client User  | 7         |
| SuiteSuccess Industry Pre-configured Solution                                      | 7         |
| Third Party Accountant   | 7         |
| Third Party API  | 8         |
| Unique Employee  | 8         |
| <b>SUBCONTRACTORS</b>  | <b>9</b>  |
| <b>NETSUITE SUITES</b>   | <b>10</b> |
| NetSuite SuiteSuccess Anything as a Service Standard Cloud Service                 | 10        |
| NetSuite SuiteSuccess Anything as a Service Standard Cloud Service (International) | 10        |
| NetSuite SuiteSuccess Financials Standard Cloud Service                            | 11        |
| NetSuite SuiteSuccess Financials Standard Cloud Service (International)            | 12        |
| NetSuite SuiteSuccess Financials Premium Cloud Service                             | 13        |
| NetSuite SuiteSuccess Financials Premium Cloud Service (International)             | 13        |
| NetSuite SuiteSuccess Healthcare Standard Cloud Service                            | 14        |
| NetSuite SuiteSuccess Healthcare Premium Cloud Service                             | 15        |
| NetSuite SuiteSuccess Hospitality – Restaurants & Hotels Standard Cloud Service    | 16        |
| NetSuite SuiteSuccess Hospitality – Restaurants & Hotels Premium Cloud Service     | 16        |
| NetSuite SuiteSuccess Manufacturing Standard Cloud Service (International)         | 17        |
| NetSuite SuiteSuccess Manufacturing Premium Cloud Service (International)          | 18        |
| NetSuite SuiteSuccess Products Standard Cloud Service                              | 19        |
| NetSuite SuiteSuccess Products Premium Cloud Service                               | 20        |
| NetSuite SuiteSuccess Project Based Standard Cloud Service                         | 21        |
| NetSuite SuiteSuccess Retail Standard Cloud Service (International)                | 21        |

|   |           |
|---|-----------|
| NetSuite SuiteSuccess Retail Premium Cloud Service (International)                  | 22        |
| NetSuite SuiteSuccess Services Standard Cloud Service                               | 23        |
| NetSuite SuiteSuccess Services Standard Cloud Service (International)               | 24        |
| NetSuite SuiteSuccess Services Premium Cloud Service                                | 24        |
| NetSuite SuiteSuccess Services Premium Cloud Service (International)                | 25        |
| NetSuite SuiteSuccess Social Impact Premium Cloud Service                           | 26        |
| NetSuite SuiteSuccess Social Impact Standard Cloud Service                          | 26        |
| NetSuite SuiteSuccess Social Impact Starter Cloud Service                           | 27        |
| NetSuite SuiteSuccess Social Impact Starter Donation Cloud Service                  | 28        |
| NetSuite SuiteSuccess Software Standard Cloud Service                               | 29        |
| NetSuite SuiteSuccess Software Standard Cloud Service (International)               | 30        |
| NetSuite SuiteSuccess Software Premium Cloud Service                                | 30        |
| NetSuite SuiteSuccess Software Premium Cloud Service (International)                | 31        |
| NetSuite SuiteSuccess Wholesale Distribution Standard Cloud Service (International) | 32        |
| NetSuite SuiteSuccess Wholesale Distribution Premium Cloud Service (International)  | 32        |
| <b>NETSUITE MODULES</b>   | <b>34</b> |
| Connectors for NetSuite   | 34        |
| HIPAA for NetSuite  | 37        |
| HIPAA for NetSuite BPO Partners   | 38        |
| NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service                 | 39        |
| NetSuite Analytics Warehouse Multi-Instance Connector                               | 39        |
| NetSuite Compliance 360 Cloud Service   | 40        |
| NetSuite Connector Cloud Service for Salesforce                                     | 42        |
| NetSuite Connector Standard Cloud Service for Salesforce                            | 44        |
| NetSuite Connector Cloud Service for Salesforce – Sandbox                           | 45        |
| NetSuite Demand Planning Mid-Market Cloud Service                                   | 46        |
| NetSuite Electronic Business Extension  | 46        |
| NetSuite Electronic Document Processing Cloud Service                               | 47        |
| NetSuite Field Service Management Standard Cloud Service                            | 49        |
| NetSuite Field Service Management Premium Cloud Service                             | 50        |
| NetSuite Financial Management Mid-Market Cloud Service                              | 51        |
| NetSuite Fixed Asset Management Mid-Market Cloud Service                            | 52        |
| NetSuite Grant Management Cloud Service   | 52        |
| NetSuite Grid Order Management Mid-Market Cloud Service                             | 53        |
| NetSuite Intelligent Payment Automation Cloud Service                               | 53        |
| NetSuite Inventory Management Mid-Market Cloud Service                              | 55        |
| NetSuite Manufacturing WIP and Routings Mid-Market Cloud Service                    | 55        |
| NetSuite OneWorld Additional Country/Currency Cloud Service                         | 56        |
| NetSuite OneWorld Cloud Service   | 56        |
| NetSuite Pay Cloud Service  | 57        |
| Oracle NetSuite Payment Automation Cloud Service                                    | 58        |
| NetSuite Payment Automation Starter Cloud Service                                   | 58        |
| NetSuite Payment Automation Standard Cloud Service                                  | 60        |

|  |           |
|--|-----------|
| NetSuite Payment Automation Premium Cloud Service                              | 62        |
| NetSuite Payment Automation Enterprise Cloud Service                           | 64        |
| NetSuite Procurement Mid-Market Cloud Service                                  | 66        |
| NetSuite Project Management Mid-Market Cloud Service                           | 66        |
| NetSuite Quality Management Cloud Service                                      | 66        |
| NetSuite Rebate Management Cloud Service                                       | 67        |
| NetSuite Revenue Allocation Add-On for Private Companies Cloud Service         | 68        |
| NetSuite Revenue Allocation Add-On for Public Companies Cloud Service          | 68        |
| NetSuite Revenue Management Cloud Service                                      | 69        |
| NetSuite Ship Central Cloud Service  | 69        |
| NetSuite SuitePeople HR Cloud Service  | 71        |
| NetSuite SuitePeople Performance Management Cloud Service                      | 72        |
| NetSuite SuitePeople US Payroll Cloud Service                                  | 73        |
| NetSuite SuitePeople Workforce Management Cloud Service                        | 75        |
| NetSuite SuitePeople Workforce Management Plus Cloud Service                   | 76        |
| NetSuite SuitePeople Workforce Management SMS – 5000 (US & Canada)             | 78        |
| NetSuite SuitePeople Workforce Management SMS – 5000 (Australia & New Zealand) | 79        |
| NetSuite SuiteProcurement Cloud Service  | 79        |
| NetSuite SuiteProjects Cloud Service   | 81        |
| NetSuite SuiteProjects Pro BI Connector  | 82        |
| NetSuite SuiteProjects Pro Cloud Service                                       | 82        |
| NetSuite Work Orders and Assemblies Mid-Market Cloud Service                   | 83        |
| <b>NETSUITE USERS</b>  | <b>84</b> |
| NetSuite Accountant Program Cloud Service User                                 | 84        |
| NetSuite Advanced Partner Center Cloud Service User                            | 84        |
| NetSuite Employee Self-Serve Cloud Service 5-Pk Users                          | 85        |
| NetSuite Field Service Management Mobile User                                  | 87        |
| NetSuite General Access Cloud Service User                                     | 87        |
| NetSuite Social Impact Cloud Service User                                      | 88        |
| NetSuite Social Impact Donation for SuiteSuccess : 3 User Bundle               | 88        |
| NetSuite Specialized CRM Cloud Service User                                    | 89        |
| NetSuite Specialized Project Manager Cloud Service User                        | 90        |
| NetSuite Specialized Site Operator Cloud Service User                          | 91        |
| NetSuite Specialized View and Approve Cloud Service 5-Pk Users                 | 92        |
| NetSuite SuiteProjects Pro General Access User                                 | 93        |
| NetSuite SuiteProjects Pro General Access User + NetSuite General Access User  | 93        |
| NetSuite SuiteProjects Pro T&E Only User                                       | 94        |
| <b>NETSUITE INFRASTRUCTURE</b>   | <b>96</b> |
| NetSuite Premium Disaster Recovery Cloud Service                               | 96        |
| NetSuite Sandbox Environment Cloud Service                                     | 97        |
| NetSuite Service Tiers   | 98        |
| NetSuite SuiteCloud Plus Mid-Market Cloud Service                              | 99        |
| NetSuite SuiteCloud Plus Enterprise Cloud Service                              | 100       |

|   |            |
|---|------------|
| NetSuite SuiteProjects Pro Direct API Access                                    | 101        |
| NetSuite SuiteProjects Pro File Storage – Add'l 10 GB                           | 102        |
| NetSuite SuiteProjects Pro Sandbox  | 102        |
| NetSuite SuiteProjects Pro Sandbox + NetSuite Sandbox Environment Cloud Service | 103        |
| <b>NETSUITE LOCALIZATIONS</b>   | <b>105</b> |
| NetSuite Chile Localization Cloud Service                                       | 105        |
| <b>RETIRED PARTS (Renewal Only)</b>   | <b>106</b> |
| Oracle NetSuite AP Automation Cloud Service                                     | 106        |
| NetSuite Starter Edition AP Automation Cloud Service                            | 106        |
| NetSuite Standard Edition AP Automation Cloud Service                           | 107        |
| NetSuite Premium Edition AP Automation Cloud Service                            | 109        |
| NetSuite Enterprise Edition AP Automation Cloud Service                         | 111        |
| NetSuite SuitePeople HR Cloud Service – Renewal Only                            | 113        |
| NetSuite SuitePeople US Payroll Cloud Service – Renewal Only                    | 114        |
| <b>RETIRED PARTS (No New Sale or Renewal)</b>                                   | <b>117</b> |
| Avalara Processing for NetSuite Electronic Invoicing Cloud Service              | 117        |
| Oracle NetSuite AP Automation Cloud Service                                     | 119        |
| NetSuite Starter Edition AP Automation Cloud Service                            | 119        |
| NetSuite Standard Edition AP Automation Cloud Service                           | 120        |
| NetSuite Premium Edition AP Automation Cloud Service                            | 122        |
| NetSuite Enterprise Edition AP Automation Cloud Service                         | 123        |

## GLOSSARY

**ACTIVE** means any employee record with no "Termination/Release Date" or a future-dated "Termination/Release Date" and excludes any employee record which has a "Employee Type" designation of "Non-Worker".

**ADDITIONAL LOCATION** means an additional Physical Location.

**API REQUEST** means an API request that originates outside of the NetSuite SuiteProjects Pro Cloud Service. The request can originate from both Oracle systems (e.g., the Core Suite) and non-Oracle systems (e.g., Customer CRM, Customer ERP, Customer HCM).

**AVERAGE MONTHLY TRANSACTION LINES** means the number of transaction lines created per month, calculated across all transaction types as a rolling average over the preceding six months. Average Monthly transaction lines is used as the basis for determining if Customer has exceeded its NetSuite Service Tier usage limit.

**BASE INTEGRATION CONCURRENCY** means the included number of simultaneous external system integrations allowed via SuiteTalk web services, RESTlets and NetSuite AI Connector Service. If the base integration concurrency limit is exceeded, additional connection requests are blocked and client side should retry sending request later. To increase integration concurrency, Customer can purchase NetSuite SuiteCloud Plus licenses (up to the NetSuite Service Tier limit) or purchase a higher NetSuite Service Tier.

**CONNECTOR FOR NETSUITE** means an Oracle provided integration, that enables Customer to transfer Customer Data between a single account on a third-party eCommerce marketplace/cart and the Cloud Service through use of a Third Party API.

**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;
- Five (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 <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>;
- One (1) Training On Demand Pass as set forth in the Oracle NetSuite Training Service Descriptions found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html>;
- NetSuite Standard Tier Infrastructure as further described in the NetSuite Service Tiers Description (subject to the documented Usage Limits); and

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

**EMPLOYED** means any User whose ‘Employed’ status does not show as “Terminated” in NetSuite SuitePeople Workforce Management.

**EXCLUDED USER TYPE** refers to User types that are not included in Customer’s total NetSuite Service Tier User count and comprise of the following User types: Employee Center (NetSuite Employee Self-Serve Cloud Service 5-Pk Users) User, Partner Center, Advanced Partner Center User, Vendor Center, Customer Center, NetSuite Specialized Site Operator Cloud Service User, NetSuite Specialized Project Manager Cloud Service User, NetSuite Specialized WMS Cloud Service User, NetSuite Specialized View and Approve Cloud Service User, NetSuite Specialized CRM Cloud Service User, NetSuite Accountant Program Cloud Service User, and NetSuite Field Service Management Mobile User.

**FILE CABINET STORAGE** means storage space available to a Customer to upload and manage files in the Cloud Service. Reference NetSuite Service Tiers for the included File Cabinet Storage usage limit measured in gigabytes.

**FULL LICENSED USERS** means the number of Users Customer has purchased for use with the Cloud Services excluding the Excluded User Types. This is used as the basis for determining if Customer has exceeded its NetSuite Service Tier usage limit. Full licensed Users are purchased separately and are not included in the NetSuite Service Tiers.

**INTEGRATION MANAGER** is a windows desktop application designed to support the exchange of data between NetSuite SuiteProjects Pro Cloud Service and third-party applications using CSV and is intended for NetSuite SuiteProjects Pro Cloud Service administrators.

**PHYSICAL LOCATION** is defined as a single business entity with a physical (postal) address. Each business entity at which the Cloud Service is being used should be counted as a separate physical location. In a property that operates multiple business entities, such as an airport, casino, stadium, university or resort, each Revenue Center (defined below) operating as an individual entity is counted as a separate physical location. In a property with multiple Revenue Centers that operates as a single business entity, such as a freestanding restaurant with a bar, carry out, and table service, the building is counted as a single physical location.

**REGION** is defined as each of the following (collectively, “**Regions**”): (1) North America (U.S. and Canada), (2) LATAM (Mexico, Central America, the Caribbean, and South America), (3) EMEA (Europe, Middle East, and Africa), and (4) JAPAC (Japan and Asia Pacific).

**REVENUE CENTER** is defined as a logical reporting and configuration entity within a Physical Location. For example, a restaurant that wants to keep its reports and configuration separate from its bar and its room service would require three Revenue Centers within the Cloud Service (one each for the restaurant, the bar, and the room service).

**SUITECLOUD PLUS LICENSES** means the number of NetSuite SuiteCloud Plus Cloud Service licenses purchased for use with NetSuite Service Tiers. SuiteCloud Plus licenses are purchased separately and are not included in the NetSuite Service Tiers.

**SUITEPROJECTS PRO CLIENT USER** is a User type that allows limited, read only access to project plans, invoices and workspaces in the NetSuite SuiteProjects Pro Cloud Service.

**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.

**THIRD PARTY ACCOUNTANT** means is a professional or a firm that provides accounting services to companies on

an outsourcing basis. A Third Party Accountant is an independent entity, not directly employed by the businesses to whom they provide services.

**THIRD PARTY API** is an application programming interface (API) that is owned by a third party and is considered a Third Party Application as defined in the Subscription Services Agreement. A Third Party API is provided by the applicable Third Party listed in the table below.

**UNIQUE EMPLOYEE** means any employee record which has the "Include in Payroll" checkbox marked or set to "TRUE," regardless of the status or type of the employee.

## 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 Premium Cloud Service*, and *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.)

## NETSUITE SUITES

### NETSUITE SUITESUCCESS ANYTHING AS A SERVICE STANDARD CLOUD SERVICE

Item #6998

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):

- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303); 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.

#### Prerequisites:

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

### NETSUITE SUITESUCCESS ANYTHING AS A SERVICE STANDARD CLOUD SERVICE (INTERNATIONAL)

Item #7098

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):

- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303); 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.

#### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS FINANCIALS STANDARD CLOUD SERVICE**

Item #6999

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365); 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 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.

### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS FINANCIALS STANDARD CLOUD SERVICE (INTERNATIONAL)**

Item #7013

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365); 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.
- 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.

### **Prerequisites:**

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

## NETSUITE SUITESUCCESS FINANCIALS PREMIUM CLOUD SERVICE

Item #7000

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268); 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.

### Prerequisites:

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

## NETSUITE SUITESUCCESS FINANCIALS PREMIUM CLOUD SERVICE (INTERNATIONAL)

Item #7025

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268); 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.

**Prerequisites:**

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

## NETSUITE SUITESUCCESS HEALTHCARE STANDARD CLOUD SERVICE

Item #6967

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Ship Central Cloud Service; and
- NetSuite Compliance 360 Cloud Service (Item #6969).

**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.

**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 either (a) 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement or (b) 'HIPAA for NetSuite BPO Partners' and enter into a NetSuite Business Associate Agreement for NetSuite Business Process Outsourcers with Oracle.

**NETSUITE SUITESUCCESS HEALTHCARE PREMIUM CLOUD SERVICE**

Item #6968

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268);
- NetSuite Ship Central Cloud Service; and
- NetSuite Compliance 360 Cloud Service (Item #6969).

**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.

**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 either (a) 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement or (b) 'HIPAA for NetSuite BPO Partners' and enter into a NetSuite Business Associate Agreement for NetSuite Business Process Outsourcers with Oracle.

## NETSUITE SUITESUCCESS HOSPITALITY – RESTAURANTS & HOTELS STANDARD CLOUD SERVICE

### Item #7083

NetSuite SuiteSuccess Hospitality – Restaurants & Hotels 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 Hospitality – Restaurants & Hotels Standard Edition 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):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service Item #2365);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268);
- NetSuite Premium POS Connector (Item #6620);
- Twenty (20) NetSuite POS Connector – Additional Location (Item #6625) (Additional Locations beyond those included must be purchased separately); and
- NetSuite Ship Central Cloud Service.

### Usage Limits:

The NetSuite SuiteSuccess Hospitality – Restaurants & Hotels Standard Edition 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 Estimate/Order Form, Customer must purchase additional quantities from Oracle.

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

### Prerequisites:

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

## NETSUITE SUITESUCCESS HOSPITALITY – RESTAURANTS & HOTELS PREMIUM CLOUD SERVICE

### Item #7084

NetSuite SuiteSuccess Hospitality – Restaurants & Hotels 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 Hospitality – Restaurants & Hotels Premium Edition 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):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268);
- NetSuite Premium POS Connector (Item #6620);
- Twenty (20) NetSuite POS Connector – Additional Location (Item #6625) (Additional Locations beyond those included must be purchased separately); and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Hospitality – Restaurants & Hotels Premium Edition 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 Estimate/Order Form, Customer must purchase additional quantities from Oracle.

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

#### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS MANUFACTURING STANDARD CLOUD SERVICE (INTERNATIONAL)**

Item #7029

NetSuite SuiteSuccess Manufacturing 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 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 (Item #2365);

- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service (Item #2317);
- NetSuite Demand Planning Mid-Market Cloud Service (Item #2261); 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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS MANUFACTURING PREMIUM CLOUD SERVICE (INTERNATIONAL)**

Item #7031

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 set forth herein for the applicable Cloud Service):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service (Item #2317);
- NetSuite Demand Planning Mid-Market Cloud Service (Item #2261);
- NetSuite Procurement Mid-Market Cloud Service (Item #2730);
- NetSuite Manufacturing WIP and Routings Mid-Market Cloud Service (Item #2475);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268); 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 Customer's order, Customer must purchase additional quantities from Oracle.

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

### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS PRODUCTS STANDARD CLOUD SERVICE**

Item #7001

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 (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service (Item #2317); 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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS PRODUCTS PREMIUM CLOUD SERVICE**

Item #7002

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):

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Work Orders and Assemblies Mid-Market Cloud Service (Item #2317);
- NetSuite Demand Planning Mid-Market Cloud Service (Item #2261);
- NetSuite Procurement Mid-Market Cloud Service (Item #2730);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268); 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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS PROJECT BASED STANDARD CLOUD SERVICE**

Item #6997

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.

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite SuiteProjects Cloud Service (Item #6586; 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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS RETAIL STANDARD CLOUD SERVICE (INTERNATIONAL)**

Item #7079

NetSuite SuiteSuccess Retail 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 Retail 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 (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303); and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Retail 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.

#### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS RETAIL PREMIUM CLOUD SERVICE (INTERNATIONAL)**

Item #7015

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 (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319); 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 Customer's order, Customer must purchase additional quantities from Oracle.

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

**Prerequisites:**

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

**NETSUITE SUITESUCCESS SERVICES STANDARD CLOUD SERVICE**

Item #6995

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586); 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.

**Prerequisites:**

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

## NETSUITE SUITESUCCESS SERVICES STANDARD CLOUD SERVICE (INTERNATIONAL)

Item #7005

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586); 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.

### Prerequisites:

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

## NETSUITE SUITESUCCESS SERVICES PREMIUM CLOUD SERVICE

Item #6996

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586);
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service (Item #6200); and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service (Item #6201). 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.

#### **Prerequisites:**

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

## **NETSUITE SUITESUCCESS SERVICES PREMIUM CLOUD SERVICE (INTERNATIONAL)**

### **Item #7006**

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite SuiteProjects Cloud Service (Item #6586);
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service (Item #6200); and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service (Item #6201). 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.

#### **Prerequisites:**

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

### **NETSUITE SUITESUCCESS SOCIAL IMPACT PREMIUM CLOUD SERVICE**

Item #7055

NetSuite SuiteSuccess Social Impact 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 Social Impact 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 Description set forth herein for the applicable Cloud Service):

- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Project Management Mid-Market Cloud Service (Item #2352);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365); and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Social Impact 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 blast can exceed 10,000 recipients.

#### **Prerequisites:**

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

### **NETSUITE SUITESUCCESS SOCIAL IMPACT STANDARD CLOUD SERVICE**

Item #7056

NetSuite SuiteSuccess Social Impact 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 Social Impact 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):

- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Project Management Mid-Market Cloud Service (Item #2352);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365); and
- NetSuite Ship Central Cloud Service.

**Usage Limits:**

The NetSuite SuiteSuccess Social Impact 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 Estimate/Order Form, Customer must purchase additional quantities from Oracle.

- No single campaign blast can exceed 10,000 recipients.
- Maximum of 30 NetSuite Social Impact Cloud Service or General Access Users (or combination of both not to exceed 30 total Users). If Customer has more than 30 total Users, Customer must purchase an upgrade to a NetSuite SuiteSuccess Premium Cloud Service or NetSuite Enterprise Cloud Service.

**Prerequisites:**

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

## NETSUITE SUITESUCCESS SOCIAL IMPACT STARTER CLOUD SERVICE

Item #7057

NetSuite SuiteSuccess Social Impact Starter Cloud Service includes:

- Core Suite;
- 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;
- Five (5) NetSuite Social Impact Cloud Service Users ; and
- "Customer Learning Cloud Support Company Pass – Starter" as further described in the Training Service

Descriptions found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html>.

Your purchase of NetSuite SuiteSuccess Social Impact Starter 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):

- NetSuite Financial Management Mid-Market Cloud Service (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365); and
- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Social Impact Starter 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 blast can exceed 10,000 recipients.
- Maximum of ten (10) NetSuite Social Impact Cloud Service Users or ten (10) NetSuite General Access Cloud Service Users (or combination of both not to exceed ten (10) total Users). If Customer has more than 10 total Users, Customer must purchase an upgrade to a NetSuite SuiteSuccess Standard Cloud Service, NetSuite SuiteSuccess Premium Cloud Service, or NetSuite Enterprise Cloud Service.

#### **Prerequisites:**

None.

## **NETSUITE SUITESUCCESS SOCIAL IMPACT STARTER DONATION CLOUD SERVICE**

Item #7058

NetSuite SuiteSuccess Social Impact Starter Donation Cloud Service includes:

- Core Suite;
- 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;
- Five (5) NetSuite Social Impact Cloud Service Users; and
- "Customer Learning Cloud Support Company Pass – Starter" as further described in the Training Service Descriptions found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html>.

Your purchase of NetSuite SuiteSuccess Social Impact Starter Donation 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):

- NetSuite Ship Central Cloud Service.

#### **Usage Limits:**

The NetSuite SuiteSuccess Social Impact Starter Donation 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 blast can exceed 10,000 recipients.
- Maximum of five (5) NetSuite Social Impact Cloud Service Users.

**Prerequisite:**

Only Customers who are validated by Oracle as a 501(c)(3) organization (or equivalent designation if outside the U.S.A.) are eligible to purchase the NetSuite SuiteSuccess Social Impact Starter Donation Cloud Service.

## NETSUITE SUITESUCCESS SOFTWARE STANDARD CLOUD SERVICE

Item #6993

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203); 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.

**Prerequisites:**

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

## NETSUITE SUITESUCCESS SOFTWARE STANDARD CLOUD SERVICE (INTERNATIONAL)

Item #7003

NetSuite SuiteSuccess Software Standard Cloud Service includes:

- Core Suite.

Your purchase of NetSuite SuiteSuccess Software 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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service (Item #6200); and
- One (1) NetSuite OneWorld Additional Country/Currency Cloud Service (Item #6201). 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.

### **Prerequisites:**

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

## NETSUITE SUITESUCCESS SOFTWARE PREMIUM CLOUD SERVICE

Item #6994

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 (Item #2319);

- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268);
- NetSuite Ship Central Cloud Service; and
- One (1) NetSuite OneWorld Cloud Service (Item #6200)
- Two (2) NetSuite OneWorld Additional Country/Currency Cloud Service (Item #6201). Additional countries/currencies may be purchased separately.

**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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS SOFTWARE PREMIUM CLOUD SERVICE (INTERNATIONAL)**

Item #7004

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 (Item #2319);
- NetSuite Advanced Electronic Bank Payments Mid-Market Cloud Service (Item #2365);
- NetSuite Revenue Management Cloud Service (Item #6203);
- NetSuite Fixed Asset Management Mid-Market Cloud Service (Item #2268);
- NetSuite Ship Central Cloud Service;
- One (1) NetSuite OneWorld Cloud Service (Item #6200); and
- Two (2) NetSuite OneWorld Additional Country/Currency Cloud Service (Item #6201). Additional countries/currencies may be purchased separately.

**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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS WHOLESALE DISTRIBUTION STANDARD CLOUD SERVICE (INTERNATIONAL)**

Item #7026

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 (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303); 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.

**Prerequisites:**

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

**NETSUITE SUITESUCCESS WHOLESALE DISTRIBUTION PREMIUM CLOUD SERVICE (INTERNATIONAL)**

Item #7027

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 (Item #2365);
- NetSuite Inventory Management Mid-Market Cloud Service (Item #2303);
- NetSuite Demand Planning Mid-Market Cloud Service (Item #2261);
- NetSuite Procurement Mid-Market Cloud Service (Item #2730);
- NetSuite Financial Management Mid-Market Cloud Service (Item #2319); 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.

#### **Prerequisites:**

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

## NETSUITE MODULES

### CONNECTORS FOR NETSUITE

Item #6617, 6618, 6619, 7082, 6620, 6625, 6622, 6623, 6624

The Connectors for NetSuite listed in the table below will connect Customer's Cloud Services to one of the specified third-party connectors (identified as "**Third Party**" below) listed in the table below to provide Customer with the ability to perform automated syncs (identified as "**Connector Syncs**" below) which involve the exchange of certain data, including but not limited to product, pricing, order, inventory, and shipping data, between the connected systems. After Customer has selected a Connectors for NetSuite, Customer is only entitled to use the Connector Syncs listed in the chart below marked with an "A" or where their selected Third Party is listed. Customer's use of the Connectors for NetSuite listed below is subject to the terms set forth herein and in the table below.

If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instance (including, but not limited to, moving Customer Data through the use of the Connectors for NetSuite) then the terms of the relevant agreement 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 Customer Data when it is not stored in, or run on or through the Cloud Services, including the Connectors for NetSuite.

Notwithstanding anything to the contrary in the Agreement or the Estimate/Order Form, Customer acknowledges, agrees, and consents to Oracle (a) providing certain Customer Data, which may include personal information, to the selected Third Party, and (b) importing material that Customer instructs Oracle to retrieve from the selected Third Party. Customer is responsible for any material that Customer imports or otherwise transfers into the Customer's Cloud Service through use of the Connectors for NetSuite.

By signing the Estimate/Order Form, Customer agrees it is not relying on the availability or functionality of Connectors for NetSuite listed in the table below in its purchase of Customer's other Cloud Services. Customer acknowledges that use of the Connectors for NetSuite is subject to a Third Party API (as defined in the Glossary) and Oracle shall not be responsible for the ongoing availability of such Third Party or Third Party API. During the Term, Oracle may need to update, change or modify the Connectors for NetSuite identified in this service description as a result of a change in, or unavailability of, such Third Party (including any Third Party API) and any such change does not affect Customer's obligations, and Customer will not be entitled to any refund, credit or other compensation due to any such changes. Oracle shall have no liability or responsibility for any Losses that result from the unavailability of any Third Party API which would prevent Customer from accessing or using the Connectors for NetSuite with the applicable Third Party. "**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).

In addition to the "**Prerequisites**" identified in the table below, Customer's use of the Connectors for NetSuite with the identified Third Party requires Customer to enter into a separate agreement with the Third Party to which the Customer is connecting to through the Third Party API. Customer acknowledges that in order for Customer to utilize the Connectors for NetSuite, Customer must comply with the terms of such separate agreement.

|                   | NetSuite Connectors                   |   |   |  |   |   |   |  |                           |  |
|-------------------|---------------------------------------|---|---|--|---|---|---|--|---------------------------|--|
|                   | NetSuite Standard eCommerce Connector | NetSuite Premium eCommerce Connector  | NetSuite Premium Plus eCommerce Connector   | NetSuite Premium Plus with B2B eCommerce Connector   | NetSuite Premium POS Connector                    | NetSuite POS Connector - Additional Location                              | NetSuite Premium Plus Logistics Connector                                 | NetSuite Connector Saved Search Export | NetSuite Connector Add-On |  |
|                   | Part #                                | 6617  | 6618  | 6619   | 7082  | 6620  | 6625  | 6622                                   | 6623                      | 6624   |
| Usage Information | Connector Access                      | Five (5) authorized personnel   | Unlimited   | Unlimited  | Unlimited   | Unlimited   | Unlimited   | Unlimited                              | Unlimited                 | Unlimited  |
|                   | Third Party                           | Amazon Seller Central, Shopify, Magento, BigCommerce, WooCommerce, eBay, Walmart Marketplace, Walmart DSV | Amazon Seller Central, Shopify, Magento, BigCommerce, WooCommerce, eBay, Walmart Marketplace, Walmart DSV | Amazon Seller Central, Amazon Vendor Central, Shopify, Magento, BigCommerce, WooCommerce, eBay, Walmart Marketplace, Walmart DSV | Shopify B2B                                       | Shopify POS, Symphony, Square   | Shopify POS, Symphony, Square   | ShipStation, Amazon MCF                | Any valid SFTP endpoint   | Amazon Seller Central  |
|                   | Connectors Included                   | One (1)   | One (1)   | One (1)  | One (1)   | One (1)   | None  | One (1)                                | One (1)                   | None   |
|                   | Physical Locations Included           | None  | None  | None   | None  | One (1)   | One (1)   | None                                   | None                      | None   |
|                   | Region Availability                   | Available globally with the exception of Shopify*   | Available globally with the exception of Shopify*   | Available globally with the exception of Shopify*  | Available globally with the exception of Shopify* | Available globally with the exception of Shopify* Symphony** and Square** | Available globally with the exception of Shopify* Symphony** and Square** | Available Globally                     | Available globally        | Available globally   |
|                   | Prerequisite(s)                       | Standard or Starter Core Suite  | Core Suite  | Core Suite   | Core Suite  | Core Suite  | Core Suite and NetSuite Premium POS Connector                             | Core Suite                             | Core Suite                | Core Suite and One of the following:<br>- NetSuite Premium eCommerce Connector;<br>- NetSuite Premium Plus eCommerce Connector |

\* Not available for use in LATAM except for Brazil and Mexico.

\*\* Symphony and Square are only available in the U.S. and Canada (not globally available)

|   | NetSuite Connectors                                 |  |  |  |                                |  |   |  |                                   |                       |
|---|---|--|--|--|--------------------------------|--|---|--|-----------------------------------|-----------------------|
|   | NetSuite Standard eCommerce Connector               | NetSuite Premium eCommerce Connector       | NetSuite Premium Plus eCommerce Connector  | NetSuite Premium Plus with B2B eCommerce Connector                               | NetSuite Premium POS Connector | NetSuite POS Connector – Additional Location | NetSuite Premium Plus Logistics Connector | NetSuite Connector Saved Search Export | NetSuite Premium Connector Add-On |                       |
|   | Part #  | 6617                                       | 6618                                       | 6619   | 7082                           | 6620   | 6625                                      | 6622                                   | 6623                              | 6624                  |
| C<br>o<br>n<br>n<br>e<br>c<br>t<br>o<br>r<br>s<br>S<br>y<br>n<br>c<br>s | Order Sync  | A  | A  | A  | A                              | A  | A   | NA                                     | NA                                | NA                    |
|   | Coupon Sync   | A  | A  | A  | A                              | A  | NA  | NA                                     | NA                                | NA                    |
|   | Gift Certificate Sync                               | Shopify, Magento, BigCommerce, WooCommerce | Shopify, Magento, BigCommerce, WooCommerce | Shopify, Magento, BigCommerce, WooCommerce                                       | A                              | A  | NA  | NA                                     | NA                                | NA                    |
|   | Fulfillment Sync                                    | A  | A  | A  | A                              | Shopify POS, Square                          | A   | NA                                     | NA                                | NA                    |
|   | Price & Quantity Sync                               | A  | A  | A  | A                              | Shopify POS, Square                          | Shopify POS, Square                       | NA                                     | NA                                | NA                    |
|   | Full Product Sync                                   | A  | A  | A  | A                              | Shopify POS, Square                          | Shopify POS, Square                       | NA                                     | NA                                | NA                    |
|   | Real-time Price & Quantity Sync                     | NA   | A  | A  | A                              | Shopify POS, Square                          | Shopify POS, Square                       | NA                                     | NA                                | NA                    |
|   | Real-time Order Sync                                | NA   | Shopify, BigCommerce, WooCommerce          | Shopify, BigCommerce, WooCommerce  | A                              | Shopify POS                                  | Shopify POS                               | NA                                     | NA                                | NA                    |
|   | Refund Sync   | NA   | NA   | Amazon Seller Central, Shopify, Magento, BigCommerce, WooCommerce, eBay, Walmart | A                              | Shopify POS, Square                          | Shopify POS, Square                       | NA                                     | NA                                | NA                    |
|   | Settlement Sync                                     | NA   | NA   | Amazon Seller Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |
|   | MFN Order Sync                                      | Amazon Seller Central                      | Amazon Seller Central                      | Amazon Seller Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |
|   | FBA Order Sync                                      | Amazon Seller Central                      | Amazon Seller Central                      | Amazon Seller Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |
|   | Payout Sync (Settlement)                            | NA   | NA   | Shopify  | A                              | NA   | NA  | NA                                     | NA                                | NA                    |
|   | B2B Company / Customer Sync                         | NA   | NA   | NA   | A                              | NA   | NA  | NA                                     | NA                                | NA                    |
|   | Payment Sync (for Open B2B Orders)                  | NA   | NA   | NA   | A                              | NA   | NA  | NA                                     | NA                                | NA                    |
|   | eCommerce Sync: Seller Fulfilled Prime              | NA   | NA   | NA   | NA                             | NA   | NA  | NA                                     | NA                                | Amazon Seller Central |
|   | eCommerce Sync: Inbound Shipping Receipt            | NA   | NA   | NA   | NA                             | NA   | NA  | NA                                     | NA                                | Amazon Seller Central |
|   | eCommerce Sync: Inbound Shipping (Full Flow)        | NA   | NA   | NA   | NA                             | NA   | NA  | NA                                     | NA                                | Amazon Seller Central |
|   | eCommerce Sync: Inventory Adjustment (Reports Only) | NA   | NA   | NA   | NA                             | NA   | NA  | NA                                     | NA                                | Amazon Seller Central |
|   | Inventory Adjustment Sync (Full Flow)               | NA   | NA   | NA   | NA                             | NA   | NA  | NA                                     | NA                                | Amazon Seller Central |
|   | Reverse Payment Sync                                | NA   | NA   | NA   | A                              | NA   | NA  | NA                                     | NA                                | NA                    |
|   | Invoice Sync  | NA   | NA   | Amazon Vendor Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |
|   | Retail Procurement                                  | Amazon Vendor Central                      | Amazon Vendor Central                      | Amazon Vendor Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |
|   | Direct Fulfillment                                  | Amazon Vendor Central                      | Amazon Vendor Central                      | Amazon Vendor Central  | NA                             | NA   | NA  | NA                                     | NA                                | NA                    |

NA = Not available

## HIPAA FOR NETSUITE

### Item #6970

This offering is designed 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 <https://www.oracle.com/cloud/public-cloud-regions/data-regions/hipaa/#netsuite> 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.

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.

## HIPAA FOR NETSUITE BPO PARTNERS

Item #7117

This offering is designed for NetSuite BPO Partners (which have the same meaning as “BPO” under the BPO Amendment) 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 on behalf of Covered Entities (defined below).

### **Usage Limits:**

HIPAA for NetSuite BPO Partners may only be purchased by entities who provide outsourced services to their customers 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:**

- NetSuite BPO Partner must execute a NetSuite Business Associate Agreement for NetSuite Business Process Outsourcers (“NetSuite BAA for BPO”) with Oracle prior to storing any ePHI in the Cloud Service.
- NetSuite BPO Partner must purchase a HIPAA Assessed Cloud Service and maintain such service for the duration of the Term applicable to HIPAA for NetSuite BPO Partners.
- NetSuite BPO Partner must purchase and install the NetSuite Compliance 360 Cloud Service prior to storing any ePHI in the Cloud Service. *Note: if HIPAA for NetSuite BPO Partners 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.*

### **NetSuite BPO Partner Responsibilities:**

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

NetSuite BPO Partner is solely responsible for: (a) compliance with the laws, regulations, and regulatory guidelines applicable to NetSuite BPO Partner (including, but not limited to HIPAA); (b) its own independent interpretation of the laws, regulations, and regulatory guidelines that are applicable to NetSuite BPO Partner 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 <https://www.oracle.com/cloud/public-cloudregions/data-regions/hipaa/#netsuite> as HIPAA assessed; (d) implementing, enabling, and configuring all User entity controls applicable to NetSuite BPO Partner’s legal and regulatory-related requirements (including but not limited to HIPAA) and NetSuite BPO Partner’s use of the Cloud Service; and (e) implementing applicable restrictions.

NetSuite BPO Partner shall not include ePHI of non-United States residents in the Cloud Services.

### **Notices:**

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

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

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

## NETSUITE ADVANCED ELECTRONIC BANK PAYMENTS MID-MARKET CLOUD SERVICE

Item #2365

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.
- 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:

- 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 ANALYTICS WAREHOUSE MULTI-INSTANCE CONNECTOR

Item #6957

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 Customers 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 <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html>.

**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:**

- Core Suite; and
- 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;
  - Initiating the connection(s) to the NSAW Instance identified on the Estimate/Order Form;
  - 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
  - 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***

**NETSUITE COMPLIANCE 360 CLOUD SERVICE**

Item #6969

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:**

- Core Suite; and
- 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.

Customer shall not include electronic Protected Health Information (“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.

- NetSuite Compliance 360 Cloud Service logs User Activity in the following list of tracked reports (“Tracked Reports”):
  - Open Invoices;
  - Open Sales Order;
  - Sales by Customer Report;
  - Cases by Customer;
  - Accounts Receivable Aging;
  - Unbilled Cost by Customer Report;
  - Customer Profitability; and
  - Transaction Detail.
- NetSuite Compliance 360 Cloud Service does not log User Activity with the following:
  - NetSuite Service File Cabinet;

- NetSuite Mobile Application;
- Integrations with outside source(s);
- Third Party Applications; or
- Data after it has been exported from the NetSuite Service.
- 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 either (a) 'HIPAA for NetSuite' and enter into a NetSuite Business Associate Agreement or (b) 'HIPAA for NetSuite BPO Partners' and enter into a NetSuite Business Associate Agreement for NetSuite Business Process Outsourcers with Oracle.

## NETSUITE CONNECTOR CLOUD SERVICE FOR SALESFORCE

Item #7093 and 7095

The NetSuite Connector Cloud Service for Salesforce (any edition) will connect Customer's Cloud Services to the Customer's Salesforce service providing Customer with the ability to perform automated syncs (identified herein), between the connected systems.

The **Definitions** and **Notices** below apply to all NetSuite Connector Cloud Services for Salesforce services included in this "NetSuite Connector Cloud Services for Salesforce" section.

### Definitions:

- **"Customer Salesforce Data"** means electronic data and information submitted by or for a Customer to the Salesforce services which are accessible to Customer through the NetSuite Connector Cloud Service for Salesforce (any edition).
- **"Initial Term"** means the one (1) year period after the date of execution of the Estimate/Order Form.
- **"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, judgement, interest and remedial actions).
- **"Renewal Term"** means each one (1) year period following the Initial Term.

- “**Salesforce Org**” means a separate set of Customer Salesforce Data and Salesforce product customizations held by Salesforce in a logically separated database (i.e., a database segregated through password-controlled access).
- “**Separate Salesforce Agreement**” means the agreement between Customer and Salesforce for the procurement of Salesforce services required to utilize the NetSuite Connector Cloud Service for Salesforce (any edition) services.
- “**Third Party API**” means an application programming interface (API) that is owned by a third party and is considered a Third Party Application as defined in the Subscription Services Agreement. For purposes of these service descriptions, the Third Party API is provided by Salesforce.
- “**Third Party Content**” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that Customer may access through, within, or in conjunction with Customer’s use of, the NetSuite Connector Standard Cloud Service for Salesforce (any edition), including the Salesforce service. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes: (a) third-party sourced materials accessed or obtained by Customer’s use of the Cloud Services or any Oracle-provided tools; and (b) materials that Customer instructs Oracle to retrieve through this NetSuite Connector Cloud Service for Salesforce (any edition) from the Salesforce service.

#### **Notices:**

Customer acknowledges, agrees, and consents to Oracle providing Salesforce with certain Customer Data, which may include personal information (as defined in the Data Processing Agreement), to allow Oracle to carry out its business operations, such as importing Third Party Content (as defined above) to the Cloud Service. Customer acknowledges, agrees, and consents that the Third Party Content will be transmitted outside the Salesforce service and Salesforce is not responsible for the privacy, security, or integrity of such Third Party Content being exported from the Salesforce service.

Customer acknowledges that certain functionality from this NetSuite Connector Cloud Service for Salesforce (any edition) is provided by Salesforce, and the provision of this NetSuite Connector Cloud Service for Salesforce (any edition) and these functionalities are dependent upon the availability of such Salesforce service. By entering into an Estimate/Order Form, Customer also agrees it is not relying on the availability or functionality of NetSuite Connector Cloud Service for Salesforce (any edition) in its purchasing of Customer’s other Cloud Services.

Customer acknowledges that the use of the NetSuite Connector Cloud Service for Salesforce (any edition) is subject to a Third Party API (as defined above) and Oracle shall not be responsible for the ongoing availability of such Third Party Content or Third Party API. During the Term, Oracle may need to update, change or modify the NetSuite Connector Cloud Service for Salesforce (any edition) identified in this service description as a result of a change in, or unavailability of, such Third Party Content (including any Third Party API) and any such change does not affect Customer’s obligations, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

Oracle shall have no liability or responsibility for any Losses (as defined above): (i) to the extent arising due to such Salesforce service (including as a result of unavailability of such Salesforce service) and (ii) that result from the unavailability of any Third Party API which would prevent the Customer from accessing or using the NetSuite Connector Cloud Service for Salesforce (any edition) with the applicable Third Party Content. Oracle is not responsible for the correction, damage, destruction, loss, or failure to store any of Customer Data or other data provided by Customer or Salesforce service or caused by Salesforce or Salesforce service. 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 Salesforce or through the Salesforce service.

By entering into an Estimate / Order form for the NetSuite Connector Cloud Service for Salesforce (any edition), Customer acknowledges that in no event shall the termination or expiration of the Separate Salesforce Agreement affect Oracle or Customer's obligations to Oracle related to the NetSuite Connector Cloud Service for Salesforce (any edition) or any other Cloud Services Customer has purchased from Oracle.

Once placed, Customer's order is non-cancelable, and the sums paid nonrefundable. The NetSuite Connector Cloud Service for Salesforce (any edition) shall be automatically renewed for successive Renewal Terms as defined in the Renewal Estimate/Order, unless Customer provides Oracle written notice of non-renewal at least ninety (90) days before expiration of the then current term, or Oracle provides Customer written notice of non-renewal at least fifteen (15) days before expiration of the then current term. For avoidance of doubt, this termination only applies to initial provision of the NetSuite Connector Cloud Service for Salesforce (any edition) and not to any add-on, expansion orders. During such Initial Term and Renewal Term(s) (if applicable), the number of Orgs (as defined above) specified in the Estimate/Order Form cannot be decreased before the term ends, regardless of termination, nonpayment, non-use, or other conduct, or inaction by Customer.

Salesforce has no obligation to retain any Customer Salesforce Data (as defined above) that is stored in custom fields made available to a Customer as part of the NetSuite Connector Cloud Service for Salesforce (any edition) following the termination of the order placed by Oracle with Salesforce for such Customer. Customer may request Salesforce provide a copy of its Customer Salesforce Data prior to such termination, in which case Salesforce will make the Customer Salesforce Data available to Customer in a .csv format (Customer must make such request directly to Salesforce).

## NETSUITE CONNECTOR STANDARD CLOUD SERVICE FOR SALESFORCE

Item #7093

The NetSuite Connector Standard Cloud Service for Salesforce includes the following SuiteApps:

- NetSuite Connector Platform SuiteApp
- NetSuite Connector for Salesforce SuiteApp

NetSuite Connector Standard Cloud Service for Salesforce includes the following pre-defined integration syncs:

- NetSuite to Salesforce Item to Product Sync
- Salesforce to NetSuite Product to Item Sync
- NetSuite to Salesforce Contact Sync
- Salesforce to NetSuite Contact Sync
- NetSuite to Salesforce Customer to Account Sync
- Salesforce to NetSuite Account to Customer Sync
- NetSuite to Salesforce Subsidiary Sync
- Salesforce to NetSuite Opportunity to Sales Order Sync
- NetSuite to Salesforce Sales Order to Order Sync

- NetSuite to Salesforce Fulfillment Sync
- NetSuite to Salesforce Invoice Sync
- NetSuite to Salesforce Payment Sync
- NetSuite to Salesforce Cash Sale Sync

#### **Usage Limits:**

NetSuite Connector Standard Cloud Service for Salesforce is subject to the following usage limits:

- Maximum of one (1) NetSuite Connector Standard Cloud Service for Salesforce per Core Suite.
- One (1) NetSuite Connector Standard Cloud Service for Salesforce per one (1) Salesforce Org (as defined above).
- Can only be connected to Salesforce and Core Suite production accounts.
- Only available for the pre-defined integration syncs listed above.

#### **Prerequisites:**

- Core Suite
- NetSuite OneWorld Cloud Service
- Salesforce services (procured via the Separate Salesforce Agreement)
- Salesforce Enterprise, Salesforce Professional, or Salesforce Developer Edition (procured via the Separate Salesforce Agreement)

#### **Customer Responsibilities:**

In using the NetSuite Connector Standard Cloud Service for Salesforce, Customer will comply with the terms of the Separate Salesforce Agreement.

### **NETSUITE CONNECTOR CLOUD SERVICE FOR SALESFORCE – SANDBOX**

Item #7095

NetSuite Connector Cloud Service for Salesforce - Sandbox provides a sandbox environment that copies NetSuite Connector Cloud Service for Salesforce production environment including Customer Data and customizations for the NetSuite Connector Cloud Service for Salesforce from your production SKU order.

NetSuite Connector Cloud Service for Salesforce – Sandbox provides one (1) NetSuite Connector Cloud Service for Salesforce replication for each month of the term (if Customer requires additional production environment replication, Customer must purchase separately).

#### **Usage Limits:**

NetSuite Connector Cloud Service for Salesforce - Sandbox is subject to the following usage limits:

- Maximum of one (1) NetSuite Connector Cloud Service for Salesforce - Sandbox per NetSuite Sandbox Environment Cloud Service.
- One (1) NetSuite Connector Cloud Service for Salesforce - Sandbox per Salesforce Org (as defined above).
- Can only be connected to Salesforce non-production account and NetSuite Sandbox Environment Cloud Service.

**Prerequisites:**

- NetSuite Connector Standard Cloud Service for Salesforce
- NetSuite OneWorld Cloud Service
- Salesforce sandbox account (procured via the Separate Salesforce Agreement).
- Salesforce Enterprise, Salesforce Professional, or Salesforce Developer Edition (procured via the Separate Salesforce Agreement)

## NETSUITE DEMAND PLANNING MID-MARKET CLOUD SERVICE

Item #2261

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:

- 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 ELECTRONIC BUSINESS EXTENSION

Item #6956

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:**

- Core Suite.

#### **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-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 ELECTRONIC DOCUMENT PROCESSING CLOUD SERVICE**

Item #7111

NetSuite Electronic Document Processing Cloud Service facilitates the processing of electronic documents in NetSuite supported public and private networks via Avalara, Inc. ("Avalara"), as Oracle's network access point provider for the NetSuite Electronic Document Processing Cloud Service (full list of networks and countries provided upon request).

- **"Applicable Documents"** means any of the documents that count towards the total number of Documents Processed and can include, but are not limited to, the following:
  - Bills

- Invoices
- Credit Memos and Credit Notes
- Cash Sales
- Cash Refunds
- Customer Payments
- Customer Deposits
- Estimates
- Item Fulfillment
- Purchase Orders
- Returns
- Transfer Orders
- Vendor Credit or Bill Credit

- “**Documents Processed**” means the act of electronically processing any of the Applicable Documents. Documents Processed include both sending an Applicable Document through an Avalara network and any return response such as approvals, rejection and receipt. For example, sending in invoice and receiving a confirmation that such invoice was received would count as two Documents Processed.
- “**Documents Processed Cap**” means that for each Initial Period and Extended Period, the total number of Documents Processed to which Customer is entitled. For each quantity of NetSuite Electronic Document Processing Cloud Service purchased, the Document Processed Cap is 1,000 Documents Processed per each Initial Period and Extended Period, as applicable.
- “**Document Processing Period**” means a Customer’s Initial Period or a Customer’s Extended Period.
- “**Extended Period**” means each twelve (12) month period of the Term (if any) following the Initial Period.
- “**Initial Period**” means the twelve (12) month period beginning on the effective date of the Customer’s Estimate/Order Form for the NetSuite Electronic Document Processing Cloud Service, unless otherwise specified in the Customer’s Estimate/Order Form.

#### **Usage Limits:**

The NetSuite Electronic Document Processing Cloud Service is subject to the following usage limits:

- Customer is only permitted to deploy the NetSuite Electronic Document Processing Cloud Service in one (1) production environment.
- Each quantity of one (1) NetSuite Electronic Document Processing Cloud Service entitles Customer to 1,000 Documents Processed during the Initial Period and Extended Period(s) (“**Document Allotment**”). If either the Initial Term or Extended Term is less than 12 months, this Document Allotment shall be prorated. For instance, if Customer purchased quantity two (2) of NetSuite Electronic Document Processing Cloud Service for an 18 month Term, the Initial Period will include 2,000 Documents Processed and the Extended Period will include 1,000 Documents Processed.
- The Document Allotment must be used in the Initial Period or Extended Period during which such Document Allotment is acquired. Any unused Document Allotment remaining at the end of the Initial Period or Extended Period in which it is acquired will not roll forward and shall be forfeited at the end of the applicable Initial Period or Extended Period, and any fees paid are non-refundable.
- If Customer exceeds the Document Allotment in a Document Processing Period, Customer will be required to enter into an Estimate/Order Form to purchase additional NetSuite Electronic Document Processing Cloud Service (“**Top Up Order**”), at Oracle’s then current list price, effective as of the date Customer initially exceeded the Document Processed Cap. Customer agrees to pay all fees associated

with such overage. Document Processing acquired through a Top Up Order will only be applied to the Document Processing Period during which Customer exceeded its Documents Processed Cap and shall expire at the end of such Document Processing Period and shall not be prorated.

#### **Prerequisites:**

- Customer must enter into a separate agreement with Avalara (the “Separate Avalara Agreement”) to use NetSuite Electronic Document Processing Cloud Service.
- Customer must have an active subscription to:
  - NetSuite Electronics Business Extension; and
  - NetSuite Electronic Invoices Cloud Service (Limited, Mid-Market or Enterprise Edition).

#### **Customer Responsibilities:**

In using the NetSuite Electronic Document Processing Cloud Service, Customer will comply with the terms of the Separate Avalara Agreement. 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.

#### **Notices:**

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts receivable and/or accounts payable functions. Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite Electronic Document Processing 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 NetSuite Electronic Document Processing 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.

Certain functionality is provided through third-party invoicing networks (“**Invoicing Networks**”), and the provision of the NetSuite Electronic Document Processing 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 NetSuite Electronic Document Processing Cloud Service, Customer acknowledges that: (a) Oracle is not responsible for ensuring Customer’s compliance with any law or regulation; 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 NetSuite Electronic Document Processing Cloud Service or any other Cloud Services Customer has licensed from Oracle.

Item #6928

NetSuite Field Service Management (FSM) Standard Cloud Service provides the following capabilities that allows Customer to:

- Manage resources using the schedule board, drag-and drop scheduling and dispatch to streamline job assignments with availability, skill set, location and job statuses.
- Manage field service assets with full visibility into field service asset hierarchy, historical usage, warranties and maintenance.
- Generate invoices based on time spent on service (timebills), sales order transactions and consumable inventory used.
- Tailor dashboards, reporting and KPIs for field service activities, including but not limited to expenses, completed tasks, new service order tickets, vendors and sales orders.
- NetSuite Field Service Management also provides Customer with access to the NetSuite FSM Mobile App. Within the NetSuite FSM Mobile App, Customer can enable NetSuite Field Service Management Mobile User to access and record job information, capture photos and signatures, create quotes, consume inventory, complete checklists, record time/labor duration and submit expenses. To use the NetSuite FSM Mobile App, Customer must have at least one (1) NetSuite Field Service Management Mobile User (purchased separately).

**Usage Limits:**

- Schedule board is only accessible through NetSuite Cloud Service and not available via the NetSuite FSM Mobile App.
- Schedule board full functionality is only available to NetSuite General Access User Cloud Service.

**Prerequisites:**

- The Core Suite; and
- Customer must have a Starter or Standard edition Suite.

**Notice:**

- Geolocation Functionality. Customer acknowledges that the NetSuite Field Service Management Standard Cloud Service includes optional functionality that allows for geolocation mapping of its Users. This functionality is turned on by default but can be disabled by the Customer. This optional functionality may involve the use of Third Party Applications, as defined in the Subscription Services Agreement. Customer is responsible for providing any notices and obtaining any consents of its Users in connection with its utilization of this functionality.
- Only available with limited browsers; details can be found in the User Guide.

**NETSUITE FIELD SERVICE MANAGEMENT PREMIUM CLOUD SERVICE**

Item #6929

NetSuite Field Service Management (FSM) Premium Cloud Service provides the following capabilities that allows Customer to:

- Manage resources using the schedule board, drag-and drop scheduling and dispatch to streamline job assignments with availability, skill set, location and job statuses.
- Manage field service assets with full visibility into field service asset hierarchy, historical usage, warranties and maintenance.
- Generate invoices based on time spent on service (timebills), sales order transactions and consumable inventory used.
- Tailor dashboards, reporting and KPIs for field service activities, including but not limited to expenses, completed tasks, new service order tickets, vendors and sales orders.
- NetSuite Field Service Management also provides Customer with access to the NetSuite FSM Mobile App. Within the NetSuite FSM Mobile App, Customer can enable NetSuite Field Service Management Mobile User to access and record job information, capture photos and signatures, create quotes, consume inventory, complete checklists, record time/labor duration and submit expenses. To use the NetSuite FSM Mobile App, Customer must purchase at least 1 (one) NetSuite Field Service Management Mobile User (purchased separately).

#### **Usage Limits:**

- Schedule board is only accessible through NetSuite Cloud Service and not available via the NetSuite FSM Mobile App.
- Schedule board full functionality is only available to NetSuite General Access User Cloud Service.

#### **Prerequisites:**

- The Core Suite; and
- Customer must have a Premium or Enterprise edition Suite.

#### **Notice:**

- Geolocation Functionality. Customer acknowledges that the NetSuite Field Service Management Premium Cloud Service includes optional functionality that allows for geolocation mapping of its Users. This functionality is turned on by default but can be disabled by the Customer. This optional functionality may involve the use of Third Party Applications, as defined in the Subscription Services Agreement. Customer is responsible for providing any notices and obtaining any consents of its Users in connection with its utilization of this functionality.
- Only available with limited browsers; details can be found in the User Guide.

## **NETSUITE FINANCIAL MANAGEMENT MID-MARKET CLOUD SERVICE**

Item #2319

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:**

- Core Suite.

## NETSUITE FIXED ASSET MANAGEMENT MID-MARKET CLOUD SERVICE

Item #2268

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:**

- Core Suite

## NETSUITE GRANT MANAGEMENT CLOUD SERVICE

Item #7099

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

- Manage the grant lifecycle, from application to award, utilizing estimates, opportunities, and sales orders;
- Define custom segments, records, and milestones to tailor the grant management process; and
- Deploy a dedicated role with a customized dashboard, offering a centralized view of grant activities and performance.

**Prerequisites:**

- Core Suite; and
- Either NetSuite OneWorld Cloud Service or NetSuite Subsidiary Management.

## NETSUITE GRID ORDER MANAGEMENT MID-MARKET CLOUD SERVICE

### Item #2582

NetSuite Grid Order Management Mid-Market Cloud Service provides the following capabilities that allow the Customer to:

- Enter, adjust, and print bulk orders in flexible grid format for assembly and inventory items, streamlining management of items with multiple attributes (such as size, color, or style).
- View real-time relevant item information including item name, location, available quantity, and price directly within the grid during order creation and edit multiple line items simultaneously.
- Use standard or custom print templates for grid orders and assign specific templates to selected transactions.

#### Usage Limits:

- Grid Order Entry is available for use with purchase orders, sales orders, transfer orders, and quotes.
- Supported item types are inventory items (lot numbered and serialized), assembly items (lot numbered and serialized), and matrix items (assembly, inventory).
- NetSuite Grid Order Management Mid-Market Cloud Service is available in English language only and does not support translation into other languages.

#### Prerequisites:

- Core Suite.

## NETSUITE INTELLIGENT PAYMENT AUTOMATION CLOUD SERVICE

### Item #7108

The NetSuite Intelligent Payment Automation Cloud Service, powered by BILL.com, LLC (“BILL”), located at 6220 America Center Drive, San Jose, California, enables Customers to automate and manage vendor payments directly in the NetSuite Service through the following processes:

- Pay vendors from the NetSuite Service.
- Connect bank accounts to the NetSuite Service.
- Customize approval workflows in the NetSuite Service.
- Track payments in the NetSuite Service.

**Usage Limits:** The NetSuite Intelligent Payment Automation 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.

- Payments can only be made to vendors located in the U.S. and only in U.S. dollars.
- Bank account connectivity is subject to change based upon BILL and participating financial institutions.

#### Prerequisites:

- Core Suite; and
- Activation of NetSuite Intelligent Payment Automation Cloud Service is subject to successful approval and onboarding from BILL.

#### Customer Responsibilities:

To use the NetSuite Intelligent Payment Automation Cloud Service, Customer must enter into a separate agreement with BILL (the "**Separate Agreement**"). In using the NetSuite Intelligent Payment Automation Cloud Service, Customer must comply with the terms of the Separate Agreement.

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 NetSuite Intelligent Payment Automation Cloud Service.

Customer is solely responsible for all setup and configuration necessary to implement the NetSuite Intelligent Payment Automation Cloud Service. Oracle will provide documentation and access to a support knowledge base to assist the Customer during implementation.

Customer is responsible for notifying Oracle Support if Customer intends to discontinue use of the NetSuite Intelligent Payment Automation Cloud Service. Customer is also responsible for verifying the status of all payments, if applicable, including cancelling any payments scheduled after the date of termination or uninstallation of the NetSuite Intelligent Payment Automation Cloud Service.

#### Notice:

Oracle operates a software platform that allows users to aggregate and manage certain treasury, banking and/or accounts payable functions. Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite Intelligent Payment Automation Cloud Service. BILL delivers its services to Customers through BILL's technology as incorporated into Oracle's platform. To use the NetSuite Intelligent Payment Automation Service, Customer must complete an application with BILL and enter into the Separate Agreement, both of which must be accepted by BILL, in its sole discretion, and following such acceptance Customer will be onboarded by BILL and may use the NetSuite Intelligent Payment Automation Cloud Service. Customer is not relying on the availability of functionality of NetSuite Intelligent Payment Automation Cloud Service, or approval from BILL, in purchasing other NetSuite Services. Customer acknowledges, agrees, and explicitly consents to Oracle sharing Customer Data with BILL to be processed within the United States, which may include, but is not limited to, Personal Information, company name, company address, employee names and email addresses, and vendor names, addresses, email addresses, and bank details.

Customer acknowledges that aspects of the functionality described herein from the NetSuite Intelligent Payment Automation Cloud Service is provided by BILL through third-party payment networks ("Payment Networks") or by third party subcontractors and the provision of this NetSuite Intelligent Payment Automation Cloud Service, and these functionalities are dependent upon the availability of such Payment Networks or such third-party subcontractors. Oracle shall have no liability or responsibility for any Losses (as defined below) 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). In addition, Oracle is not responsible for any payments processed or Losses incurred by Customer as a result of Customer's failure to notify Oracle Support of Customer's intent to discontinue use of the NetSuite Intelligent Payment Automation Cloud Service or for any

payments scheduled to be paid after the date of cancellation or termination, but not cancelled prior to the date of cancellation or termination of the NetSuite Payment Automation Cloud Service. “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).

## NETSUITE INVENTORY MANAGEMENT MID-MARKET CLOUD SERVICE

Item #2303

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:

- Core Suite.

## NETSUITE MANUFACTURING WIP AND ROUTINGS MID-MARKET CLOUD SERVICE

Item #2475

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.
- 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:

- 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

Item #6201

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:

- Core Suite; and
- NetSuite OneWorld Cloud Service.

## NETSUITE ONEWORLD CLOUD SERVICE

Item #6200

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 de-provisioned 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.

**Prerequisites:**

- Core Suite.

**NETSUITE PAY CLOUD SERVICE**

Item #6926

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:**

- Core Suite; and
- 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 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.

## ORACLE NETSUITE PAYMENT AUTOMATION CLOUD SERVICE

### NETSUITE PAYMENT AUTOMATION STARTER CLOUD SERVICE

Item #6977

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:

- Customer must have a NetSuite ERP instance to use this Cloud Service.
- Customer must maintain the same Payment Automation Edition as their ERP instance.
- 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 discretion, 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 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

Item #6978

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 have a NetSuite ERP instance to use this Cloud Service.
- Customer must maintain the same Payment Automation Edition as their ERP instance.
- 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 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 discretion, 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

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

Item #6979

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 have a NetSuite ERP instance to use this Cloud Service.
- Customer must maintain the same Payment Automation Edition as their ERP instance.
- 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 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 discretion, 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 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

Item #6980

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 have a NetSuite ERP instance to use this Cloud Service.
- Customer must maintain the same Payment Automation Edition as their ERP instance.
- 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 discretion,

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 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.

## NETSUITE PROCUREMENT MID-MARKET CLOUD SERVICE

Item #2730

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:

- Core Suite.

## NETSUITE PROJECT MANAGEMENT MID-MARKET CLOUD SERVICE

Item #2352

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

- Estimate labor cost and revenue associated with projects.
- Create and manage timesheets and time tracking against projects.
- Create and manage multiple project types and assign resources to project tasks.
- Report on employee utilization and project backlogs.

### Prerequisites:

- Core Suite.

## NETSUITE QUALITY MANAGEMENT CLOUD SERVICE

Item #6227

NetSuite Quality Management Cloud Service provides the following capabilities that allow the Customer to:

- Define and manage parameters and policies for quality specifications (collection of related inspections) and associate them with specific transactions, items and vendors.
- Automate quality inspections based on select actions or conditions, representing quality tests, standards, and pass/fail criteria.
- Perform inspections, review standards, record outcomes, and submit data for analysis directly from the work area (via browser or tablet interface), enabling real-time testing outcomes and reporting.
- Implement statistical sampling techniques aligned with business standards to inspect representative samples, ensuring both efficiency and compliance.
- Configure non-conformance handling via SuiteFlow configurable rules or customize actions via SuiteScript.
- Integrate with partners and external systems through multiple integration points for sharing quality data as applicable.

**Usage Limits:**

- Quality Management tablet requirements at [https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/article\\_0721082642.html](https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/article_0721082642.html).

**Prerequisites:**

- Core Suite.

## NETSUITE REBATE MANAGEMENT CLOUD SERVICE

Item #6841

NetSuite Rebate Management Cloud Service provides the following capabilities that allow the Customer to:

- Create, maintain, and track rebate agreements using flexible criteria designed to support customer, vendor, and third-party promotional rebate and trade promotion use cases across the full rebate agreement lifecycle.
- Process both discrete and tier-based incentives with a configurable engine that supports stacking multiple agreements or prioritizing selection based on calculated amounts and user preference.
- Automate accruals and settlements (claims and disbursements) with optional pro-forma settlements for preview and validation, reducing manual reconciliation while maintaining audit trails.

**Usage Limits:**

- None.

**Prerequisites:**

- Core Suite; and
- NetSuite OneWorld Cloud Service or NetSuite Subsidiary Management.

## NETSUITE REVENUE ALLOCATION ADD-ON FOR PRIVATE COMPANIES CLOUD SERVICE

Item #6204

NetSuite Revenue Allocation Add-On for Private Companies Cloud Service provides the following capabilities that allow the Customer to:

- Automatically allocate revenue across multiple performance obligations (line items) in contracts using standalone selling price (SSP), fair value price list, configurable formulas and range checking to determine the appropriate revenue amount to recognize for each obligation in accordance with ASC 606/IFRS 15.
- Reverse or re-calculate allocated revenue when partial or full returns occur, ensuring recognized and deferred revenue are adjusted accurately in line with contract changes or actual return activity.
- Provide detailed audit trails to support compliance with accounting standards.

### **Usage Limits:**

- For use by privately held companies only.
- Privately held companies that become publicly traded through an IPO or acquisition are required to transition to NetSuite Revenue Allocation Add-On for Public Companies Cloud Service at such time the company becomes a publicly traded company.

### **Prerequisites:**

- Core Suite;
- NetSuite Revenue Management Cloud Service; and
- NetSuite Sandbox Environment Cloud Service.

## NETSUITE REVENUE ALLOCATION ADD-ON FOR PUBLIC COMPANIES CLOUD SERVICE

Item #6205

NetSuite Revenue Allocation Add-On for Public Companies Cloud Service provides the following capabilities that allow the Customer to:

- Automatically allocate revenue across multiple performance obligations (line items) in contracts using standalone selling price (SSP), fair value price list, configurable formulas and range checking to determine the appropriate revenue amount to recognize for each obligation in accordance with ASC 606/IFRS 15.
- Reverse or re-calculate allocated revenue when partial or full returns occur, ensuring recognized and deferred revenue are adjusted accurately in line with contract changes or actual return activity.
- Provide detailed audit trails to support compliance with accounting standards.

### **Usage Limits:**

- For use by publicly traded companies only.

**Prerequisites:**

- Core Suite;
- NetSuite Revenue Management Cloud Service; and
- NetSuite Sandbox Environment Cloud Service.

## NETSUITE REVENUE MANAGEMENT CLOUD SERVICE

Item #6203

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:

- 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 SHIP CENTRAL CLOUD SERVICE

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

- Packing: Includes automated packing, multi carton packing, consolidation of orders, weighing scale integration, pallet building.
- Shipping: 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:

- Core Suite; and
- 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;
  - Customer must provide billing details directly to ShipEngine; and
  - Customer must procure, from PrintNode, separate license(s) for PrintNode Print Driver for label printing.

#### 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 SUITEPEOPLE HR CLOUD SERVICE

Item #6558

NetSuite SuitePeople HR Cloud Service includes:

- NetSuite Employee Center User access
- Employee record management
- Time-off Management
- Job catalog and Job Management
- Employee Onboarding and Offboarding
- Employee recognition
- HR workflows, metrics and reporting

Fees for the NetSuite SuitePeople HR Cloud Service are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Active employee records within the Core Suite. In no event will this calculation be based on fewer than one hundred percent (100%) of Customer’s Active employees. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Active employees the Customer intends to have in the NetSuite SuitePeople HR Cloud Service during the Term. In the event that the number of Active employee records maintained in the NetSuite SuitePeople HR Cloud Service increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Active employee records in a given month, Customer will not be entitled to a refund.

### Usage Limits:

- Available in the United States, Canada, United Kingdom, Ireland, Belgium, Denmark, Spain, Finland, France, Germany, Netherlands, Norway, Sweden and Israel
- Use of NetSuite SuitePeople HR Cloud Service requires that all Active employees have access to the Employee Center. For Active employees that do not have an Employee Center role that provides Employee Center access, once provisioned by Oracle, Customer may assign access to the Employee Center to Unique Employees provided (a) such Employee remains an Active employee, (b) Active employees are active Employees of NetSuite SuitePeople HR Cloud Service, and (c) Customer maintains an active subscription to NetSuite SuitePeople HR Cloud Service.

### Prerequisites:

- Core Suite

### Customer Responsibilities:

- Customer acknowledges that NetSuite SuitePeople HR Cloud Service cannot be self-implemented. Customer is responsible for procuring implementation services either from Oracle or a third party partner and understands that the NetSuite SuitePeople HR Cloud Service cannot be used until such implementation is complete.

- Customer is responsible for the fees associated for any overage of the NetSuite SuitePeople HR Cloud Service. Customer must notify their NetSuite Account Manager immediately when their usage has exceeded the quantity on their Estimate/Order Form. Customer may check their usage by reviewing the “Current Used Quantity” and “Current Provisioned Quantity” (such provisioned quantity being what was included on the Customer’s Estimate/Order Form) in their Customer account (via the Administrator role) by navigating to Set Up > Company > View Billing Information.

## NETSUITE SUITEPEOPLE PERFORMANCE MANAGEMENT CLOUD SERVICE

Item #6560

SuitePeople Performance Management includes:

- Goals Management (including Goal Tracking with Performance Metrics)
- Performance Reviews (including Employee Self Reviews and Manager Reviews)
- Reporting

Fees for the NetSuite SuitePeople Performance Management Cloud Service is based on a per-employee, per-month (“PEPM”) basis, equivalent to the number of HR licenses purchased. The Active employee count is the basis for the applicable subscription metric.

The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Active employees the Customer intends to have in the NetSuite SuitePeople Performance Management Cloud Service during the Term. In the event that the number of Active employee records maintained in the NetSuite SuitePeople Performance Management Cloud Service increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage.

### **Usage Limits:**

- Available in the United States, Canada, United Kingdom, Ireland, Belgium, Denmark, Spain, Finland, France, Germany, Netherlands, Norway, Sweden and Israel
- NetSuite SuitePeople Performance Management Cloud Service provisioned quantity must be equal to the Customer’s NetSuite SuitePeople HR Cloud Service provisioned quantity.

### **Prerequisites:**

- Customer must have NetSuite SuitePeople HR Cloud Service (purchased separately) to use NetSuite SuitePeople Performance Management Cloud Service

### **Customer Responsibilities:**

- Customer is responsible for the fees associated for any overage of the NetSuite SuitePeople HR Cloud Service. Customer must notify their NetSuite Account Manager immediately when their usage has exceeded the quantity on their Estimate/Order Form. Customer may check their usage by reviewing the “Current Used Quantity” and “Current Provisioned Quantity” (such provisioned quantity being what was included on the Customer’s Estimate/Order Form) in their Customer account (via the Administrator role) by navigating to Set Up > Company > View Billing Information.

## NETSUITE SUITEPEOPLE US PAYROLL CLOUD SERVICE

Item #6559

NetSuite SuitePeople US Payroll Cloud Service includes:

- NetSuite Employee Center User access
- Payroll tax calculations
- Check printing
- Expense reimbursement (to the Unique Employee via the NetSuite SuitePeople US Payroll Cloud Service)
- Direct deposit and U.S. Federal, State & Local Tax filing (provided by Payroll Partner)
- Affordable Care Act reporting and filing (provided by Payroll Partner)
- Assistance with support for U.S. federal, state and local tax requirements and related 1099 reporting
- Integration with NetSuite Financials and Human Resource Cloud Services (purchased separately)

NetSuite SuitePeople US Payroll Cloud Service requires Customer to accept “Payroll Service Terms of Service” located at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html> (“**Payroll TOS**”). Customer must enter into a Separate Payroll Partner Agreement (as defined below) with Payroll Partner to receive the full functionality of this service.

Fees for the NetSuite SuitePeople US Payroll Cloud Service are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Unique Employees processed through the NetSuite SuitePeople US Payroll Cloud Service each month. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Unique Employees the Customer intends to process through NetSuite SuitePeople US Payroll Cloud Service during the Term. In the event that the number of Unique Employees processed through NetSuite SuitePeople US Payroll Cloud Service increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Unique Employees in a given month, Customer will not be entitled to a refund.

### Usage Limits:

- Available to U.S. based employees only (tax calculations are only available for jurisdictions within the U.S. and Puerto Rico.)
- Use of NetSuite SuitePeople US Payroll Cloud Service requires that all Unique Employees have access to the Employee Center. For Unique Employees that do not have an Employee Center role that provides Employee Center access, once provisioned by Oracle, Customer may assign access to the Employee Center to Unique Employees provided (a) such Employee remains a Unique Employee, (b) Unique Employees are active Employees of NetSuite SuitePeople US Payroll Cloud Service, and (c) Customer maintains an active subscription to NetSuite SuitePeople US Payroll Cloud Service.

### Prerequisites:

- Core Suite;
- Customer's Core Suite must reside in a U.S. data center; and
- Customer must use NetSuite SuitePeople US Payroll Cloud Service for tax processing services and payment solutions

#### **Customer Responsibilities:**

- Customer must enter into a separate, valid agreement with Payroll Partner (the "**Separate Payroll Partner Agreement**") as set forth in the Payroll TOS.
- Customer must provide prompt written notice to NetSuite Payroll Support in the event Customer terminates or discontinues use of NetSuite SuitePeople US Payroll Cloud Service. If Customer terminates or discontinues use of the SuitePeople US Payroll Cloud Service prior to the end of the Term, Customer will not be entitled to a refund. Customer's failure to notify Oracle that it has terminated or discontinued use of NetSuite SuitePeople US Payroll Cloud Service may result in continued service obligations and associated fees for services provided by the Payroll Partner or any other third party provider.
- Customer must ensure that sufficient funds are available in the designated bank account prior to each scheduled payroll processing. Repeated incidents of insufficient funds constitute a material breach of the Payroll TOS and may result in Oracle, at its sole discretion, suspending or terminating payroll processing services without further notice and without liability to Customer.
- Customer is responsible for the fees associated for any overage of the NetSuite SuitePeople US Payroll Cloud Service. Customer must notify their NetSuite Account Manager immediately when their usage has exceeded the quantity on their Estimate/Order Form. Customer may check their usage by reviewing the "Current Used Quantity" and "Current Provisioned Quantity" (such provisioned quantity being what was included on the Customer's Estimate/Order Form) in their Customer account (via the Administrator role) by navigating to Set Up > Company > View Billing Information.

#### **Notice:**

Customer acknowledges that certain administrative functions (listed above) of the NetSuite SuitePeople US Payroll Cloud Service are provided by a third party payroll partner ("**Payroll Partner**"; Oracle will provide the name of the current Payroll Partner upon request), pursuant to the Separate Payroll Partner Agreement between Customer and Payroll Partner, and to receive such ongoing payroll processing functionality from Payroll Partner, Customer must comply with the terms of such Separate Payroll Partner Agreement. Customer agrees Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to Payroll Partner actions or inactions. If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instance (including, but not limited to, providing Customer Data to the Payroll Partner) then the terms of the relevant agreement 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 Customer Data when it is not stored in, or run on or through the Cloud Services.. "**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 NetSuite SuitePeople US Payroll Cloud Service, Customer acknowledges that: (a) Oracle is not responsible for ensuring Customer's tax compliance; (b) in no event shall the termination or expiration of the Separate Payroll Partner Agreement affect Oracle or Customer's obligations to Oracle related to the NetSuite SuitePeople US Payroll Cloud Service or any other Cloud Services Customer

has procured from Oracle; and (c) Oracle in its sole discretion can determine the third-party to act as the Payroll Partner and can update the third-party from time to time without such change being a material decrease to the NetSuite SuitePeople US Payroll Cloud Service .

Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite SuitePeople US Payroll 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 Payroll Partner in connection with the NetSuite SuitePeople US Payroll 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.

When configured with NetSuite SuitePeople US Payroll Cloud Service, employee Expense Reimbursements can only be processed and paid to the employee through the NetSuite SuitePeople US Payroll Cloud Service, with payment issued via the designated payroll partner.

## NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT CLOUD SERVICE

Item #6889

NetSuite SuitePeople Workforce Management Cloud Service is an employee shift scheduling and time and attendance cloud service. NetSuite SuitePeople Workforce Management Cloud Service includes:

- Employee scheduling
- Access to SuitePeople Time Clock
- Mobile applications for Employee and Manager
- Sales forecasting
- Labor deployment and optimization for staff scheduling
- Labor analytics dashboard
- Wage rule engine

Fees for the NetSuite SuitePeople Workforce Management Cloud Service are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Employed Users processed through the NetSuite SuitePeople Workforce Management Cloud Service each month. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Employed Users the Customer intends to process through NetSuite SuitePeople Workforce Management Cloud Service during the Term. If the number of Employed Users processed through NetSuite SuitePeople Workforce Management Cloud Service increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Employed Users in a given month, Customer will not be entitled to a refund.

### Usage Limits:

- Available to Customers located in the United States, Canada, Australia, and New Zealand.
- API keys are provided only to Customer; Customer is solely responsible for distribution of and access to API keys.

- Biometric / Fingerprint functionality is only available for use with Microsoft Windows.
- Use of NetSuite SuitePeople Workforce Management Cloud Service requires that all Employed Users have access to the Employee Center. For Employed Users that do not have an Employee Center role that provides Employee Center access, Customer may grant access to Employee Center provided (a) such User remains an Employed User, (b) Employed User are active Users of NetSuite SuitePeople Workforce Management Cloud Service, and (c) Customer maintains an active subscription to NetSuite SuitePeople Workforce Management Cloud Service.

**Prerequisites:**

- Core Suite

**Customer Responsibilities:**

- Customer is responsible for providing all hardware required to utilize the Cloud Services.
- Biometric / Fingerprint Functionality. The NetSuite SuitePeople Workforce Management Cloud Service includes an optional fingerprint functionality, which may require Customer to comply with additional requirements under applicable law. Customer is responsible for complying with all laws applicable to the collection and processing of such biometric / fingerprint data from Customer's Users.
- The NetSuite SuitePeople Workforce Management Cloud Service wage rule engine ("Wage Rules" or "Wage Rule Engine") is provided as a set of convenience-based rules. Customer is responsible for verifying that the Wage Rules are accurate and are compliant with applicable local and federal labor laws, and Customer's business requirements. Please see the "Wage Rule Engine" notice below.

**Notice:**

**WAGE RULE ENGINE.** THE NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT CLOUD SERVICE'S WAGE RULE ENGINE IS OFFERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. THE WAGE RULE ENGINE IS PROVIDED BY ORACLE AS AN IT SERVICE PROVIDER, AND ORACLE ASSUMES NO LIABILITY FOR CUSTOMER'S LEGAL OBLIGATIONS UNDER LABOR AND EMPLOYMENT LAWS OR REGULATIONS APPLICABLE TO CUSTOMER'S BUSINESS. WITHOUT LIMITING THE FOREGOING, ORACLE DOES NOT GUARANTEE THAT THE WAGE RULE ENGINE: (A) WILL PERFORM ERROR-FREE OR THAT ORACLE WILL CORRECT ANY ERRORS, OR (B) WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT, CUSTOMER DATA, OR CUSTOMER'S APPLICATIONS, OR WITH ANY HARDWARE, SOFTWARE, SYSTEMS, SERVICES NOT PROVIDED BY ORACLE. ORACLE DOES NOT GUARANTEE THAT THE WAGE RULE ENGINE WILL ACCURATELY CALCULATE CUSTOMER'S WORKFORCE WAGE OBLIGATIONS IN A MANNER THAT COMPLIES WITH ANY LAWS APPLICABLE TO CUSTOMER'S BUSINESS. CUSTOMER IS RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH THE LAWS APPLICABLE TO THE CALCULATION AND PAYMENT OF COMPENSATION TO CUSTOMER'S EMPLOYEES.

ORACLE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, LEGAL COMPLIANCE, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THE LABOR RULES INCORPORATED INTO OR USED BY THE WAGE RULE ENGINE AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO CUSTOMER'S USE OF THE WAGE RULE ENGINE.

**NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT PLUS CLOUD SERVICE**

SuitePeople Workforce Management Plus Cloud Service is an employee shift scheduling and time and attendance offering. SuitePeople Workforce Management Plus Cloud Service includes:

- Employee Scheduling
- Access to SuitePeople Time Clocks
- Mobile applications for Employee and Manager
- Sales forecasting
- Labor deployment and optimization for staff scheduling
- Labor analytics dashboard
- Wage rule engine
- Contract Hours module
- Cross-Agreement Linking
- Pre-configured wage agreements

Fees for the NetSuite SuitePeople Workforce Management Plus Cloud Service are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Employed Users processed through the NetSuite SuitePeople Workforce Management Plus Cloud Service each month. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Employed Users the Customer intends to process through NetSuite SuitePeople Workforce Management Plus Cloud Service during the Term. In the event that the number of Employed Users processed through NetSuite SuitePeople Workforce Management Plus Cloud Service increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Employed Users in a given month, Customer will not be entitled to a refund.

#### **Usage Limits:**

- Available to Customers located in Australia and New Zealand.
- API keys are provided only to Customer; Customer is solely responsible for distribution and access to API keys.
- Biometric / Fingerprint functionality is only available for use with Microsoft Windows.
- Use of NetSuite SuitePeople Workforce Management Plus Cloud Service requires that all Employed Users have access to the Employee Center. For Employed Users that do not have an Employee Center role that provides Employee Center access, Customer may grant access to Employee Center provided (a) such User remains an Employed User, (b) Employed User are active Users of NetSuite SuitePeople Workforce Management Plus Cloud Service, and (c) Customer maintains an active subscription to NetSuite SuitePeople Workforce Management Plus Cloud Service.

#### **Prerequisites:**

- Core Suite

#### **Customer Responsibilities:**

- The Customer is responsible for providing all hardware required to utilize the Cloud Services.

- Biometric / Fingerprint Functionality. The NetSuite SuitePeople Workforce Management Plus Cloud Service includes an optional fingerprint functionality, which may require Customer to comply with additional requirements under applicable law. Customer is responsible for complying with all laws applicable to the collection and processing of such biometric / fingerprint data from the Customer's Users.
- The NetSuite SuitePeople Workforce Management Plus Cloud Service wage rule engine ("Wage Rules" or "Wage Rule Engine") is provided as a set of convenience-based rules. Customer is responsible for verifying that the Wage Rules are accurate and are compliant with applicable local and federal labor laws, and Customer's business requirements. Please see the "Wage Rule Engine" notice below.

**Notice:**

**WAGE RULE ENGINE.** THE NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT PLUS CLOUD SERVICE'S WAGE RULE ENGINE IS OFFERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. THE WAGE RULE ENGINE IS PROVIDED BY ORACLE AS AN IT SERVICE PROVIDER, AND ORACLE ASSUMES NO LIABILITY FOR CUSTOMER'S LEGAL OBLIGATIONS UNDER LABOR AND EMPLOYMENT LAWS OR REGULATIONS APPLICABLE TO CUSTOMER'S BUSINESS. WITHOUT LIMITING THE FOREGOING, ORACLE DOES NOT GUARANTEE THAT THE WAGE RULE ENGINE: (A) WILL PERFORM ERROR-FREE OR THAT ORACLE WILL CORRECT ANY ERRORS, OR (B) WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT, CUSTOMER DATA, OR CUSTOMER'S APPLICATIONS, OR WITH ANY HARDWARE, SOFTWARE, SYSTEMS, SERVICES NOT PROVIDED BY ORACLE. ORACLE DOES NOT GUARANTEE THAT THE WAGE RULE ENGINE WILL ACCURATELY CALCULATE CUSTOMER'S WORKFORCE WAGE OBLIGATIONS IN A MANNER THAT COMPLIES WITH ANY LAWS APPLICABLE TO CUSTOMER'S BUSINESS. CUSTOMER IS RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH THE LAWS APPLICABLE TO THE CALCULATION AND PAYMENT OF COMPENSATION TO CUSTOMER'S EMPLOYEES.

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**NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT SMS – 5000 (US & CANADA)**

Item #6891

NetSuite SuitePeople Workforce Management SMS – 5000 (US & Canada) includes:

- Short Message Service communication ("SMS") from the NetSuite SuitePeople Workforce Management Cloud Service to mobile phones

In the event that the number of SMS communicated from NetSuite SuitePeople Workforce Management SMS – 5000 (US & Canada) to mobile phone(s) exceeds 5000 ("SMS Cap"), Customer will be required to enter into an Estimate/Order Form to purchase additional NetSuite SuitePeople Workforce Management SMS – 5000 (US & Canada) capacity (the "overage"), effective as of the date Customer initially exceeded the 5000 SMS Cap. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than 5000 SMS in a

given month, Customer will not be entitled to a refund.

**Usage Limits:**

- Only available to Customers located in the United States and Canada
- Origination of SMS must be from the United States or Canada and can only be sent to recipients in the following countries: Canada, United States, the U.S. Virgin Islands, and/or Puerto Rico.
- A single SMS can have up to a maximum of 160 characters.
- For each quantity ordered, Customer will receive a maximum of 5000 SMS per month

**Prerequisites:**

- NetSuite SuitePeople Workforce Management Cloud Service

## **NETSUITE SUITEPEOPLE WORKFORCE MANAGEMENT SMS – 5000 (AUSTRALIA & NEW ZEALAND)**

Item #6892

NetSuite SuitePeople Workforce Management SMS – 5000 (Australia & New Zealand) includes:

- Short Message Service communication (“SMS”) from the NetSuite SuitePeople Workforce Management Cloud Service to mobile phones

In the event that the number of SMS communicated from NetSuite SuitePeople Workforce Management SMS – 5000 (Australia & New Zealand) to mobile phone(s) exceeds 5000 (“SMS Cap”), Customer will be required to enter into an Estimate/Order Form to purchase additional NetSuite SuitePeople Workforce Management SMS – 5000 (Australia & New Zealand) capacity (the “overage”), effective as of the date Customer initially exceeded the 5000 SMS Cap. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than 5000 SMS in a given month, Customer will not be entitled to a refund.

**Usage Limits:**

- Only available to Customers located in Australia and New Zealand.
- Origination of SMS must be from Australia or New Zealand and can only be sent to recipients in the following countries: Australia and / or New Zealand.
- A single SMS can have up to a maximum of 160 characters.
- For each quantity ordered, Customer will receive a maximum of 5000 SMS per month

**Prerequisites:**

- NetSuite SuitePeople Workforce Management Cloud Service; or
- NetSuite SuitePeople Workforce Management Plus Cloud Service

## **NETSUITE SUITEPROCUREMENT CLOUD SERVICE**

Item #6988

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 the exchange of electronic transactions (including but not limited to purchase orders, ship notices, and messages) between Customer and third parties, including trading partners, vendors, and/or suppliers, that have entered into an agreement with Oracle to join OBN (“Trading Partners”) 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 (which is subject to the same 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 Electronic Business Extension.

#### **Usage Limits:**

- Only Employee Self-Serve users may access NetSuite SuiteProcurement Cloud Service.
- NetSuite Suite Procurement Cloud Service is only available for use with specified Trading Partners and only in the United States and Canada. A full list of Trading Partners with whom Customer may use NetSuite Suite Procurement Cloud Service can be provided upon request.
- Customer, including Customer subsidiaries, must be located in the United States and/or Canada to use NetSuite SuiteProcurement Cloud Service.

#### **Prerequisites:**

- Core Suite
- NetSuite Procurement Mid-Market Cloud Service if Customers plan to use purchase requisitions within SuiteProcurement and/or connect to non-integrated trading partners

#### **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 enter into an agreement with each Trading Partner that permits Customer to use the Cloud Service with such Trading Partner via OBN.

#### **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, 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 Partners 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.

## NETSUITE SUITEPROJECTS CLOUD SERVICE

Item #6586

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.
- 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:**

- Core Suite.

## NETSUITE SUITEPROJECTS PRO BI CONNECTOR

Item #7074

NetSuite SuiteProjects Pro BI Connector enables Customer to publish saved reports and list views to a data feed in an OData/JSON format which can be consumed by third party business intelligence (“BI”) tools.

**Usage Limits:** NetSuite SuiteProjects Pro BI Connector is subject to the following usage limits:

- Per minute: Maximum of 500 requests with each request limited to 1,000 rows of data
- Per rolling 24-hour window: Maximum of 10,000 requests with a maximum of 1,000 rows of data per request.

**Prerequisites:**

- Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Cloud Service.
- Requires separately licensed access to a BI tool that accepts OData v4/JSON format.

## NETSUITE SUITEPROJECTS PRO CLOUD SERVICE

Item #7068

Customers of the NetSuite SuiteProjects Pro Cloud Service are authorized to access the following:

- NetSuite SuiteProjects Pro Projects, Resources, Timesheets, Expenses, Invoices, Purchases, Workspaces and Reporting.
- Up to a maximum of 1000 SuiteProjects Pro Client Users
- Integration Manager for importing and exporting CSV files
- Automated Backup Service
- NetSuite integration between NetSuite SuiteProjects Pro Cloud Service and the Core Suite (subject to the Prerequisites set forth below)
- NetSuite Basic Support as outlined in the Oracle NetSuite Hosting and Support Delivery Policies available at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>.

Customer’s purchase of NetSuite SuiteProjects Pro Cloud Service also includes the following (which are subject to the terms, conditions, and limitations, included in the Service Descriptions set forth herein for the applicable Cloud Service):

- One (1) NetSuite SuiteProjects Pro General Access User

- Five (5) NetSuite SuiteProjects Pro File Storage – Add'l 10 GB (total of 50 GB of file storage for uploaded files stored in the NetSuite SuiteProjects Pro Cloud Service.)

**Usage Limits:** None

**Prerequisites:** NetSuite integration between NetSuite SuiteProjects Pro Cloud Service and the Core Suite can only be used if Customer has the Core Suite.

**Customer Responsibilities:**

- Customer is responsible for insuring personnel are trained on the Integration Manager application as further outlined in the User Guides.
- Customer may configure Automated Backup Service (ABS) for regular delivery of NetSuite SuiteProjects Pro Cloud Service account data to an email address or SCP/SFTP server for safeguarding. Data is compressed as a ZIP file and can be PGP encrypted for additional security. If Customer does configure ABS for delivery of NetSuite SuiteProjects Pro Cloud Service account data as set forth above, then the terms of the relevant agreements between Oracle and Customer related to Customer's NetSuite SuiteProjects Pro 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 Customer Data when it is not stored in, run on, or through the Cloud Services.

## NETSUITE WORK ORDERS AND ASSEMBLIES MID-MARKET CLOUD SERVICE

Item #2317

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:

- 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 USERS

### NETSUITE ACCOUNTANT PROGRAM CLOUD SERVICE USER

Item #2176

The NetSuite Accountant Program Cloud Service User includes one NetSuite General Access Cloud Service User per Customer working with a Third Party Accountant.

#### Usage Limits:

- Maximum of one (1) NetSuite Accountant Program Cloud Service User.

#### Prerequisites:

- The Core Suite; and
- Third Party Accountant must register for the SuiteAccountant Program which can be found at the following URL <https://www.netsuite.com/portal/partners/accountant-program.shtml> (or as may be updated by Oracle).

#### Customer Responsibilities:

- Confirm Third Party Accountant registers for the SuiteAccountant Program.
- Provide complete name of Third Party Accountant to Oracle in writing.
- Customer is responsible for Third Party Accountants' use of the Cloud Service.
- Customer is responsible for providing Third Party Accountant training and support in connection with its use of the Cloud Service as needed.
- When the Customer's administrator grants access to the Cloud Service to the Third Party Accountant, the Customer's administrator must use Third Party Accountant's email domain that is consistent with the information provided on its registration for the SuiteAccountant Program registration, and the Third Party Accountant will be required to use that email domain to login to the Cloud Service.
- If Third Party Accountant changes and Customer would like to transfer access to a new Third Party Accountant, Customer is responsible for ensuring:
  - The new Third Party Accountant registers for the SuiteAccountant Program;
  - The full name of the replacement Third Party Accountant is provided to Oracle; and
  - The Customer's administrator grants replacement Third Party Accountant access to the new Third Party Accountant.

### NETSUITE ADVANCED PARTNER CENTER CLOUD SERVICE USER

Item #519

The NetSuite Advanced Partner Center Cloud Service User role allows third parties doing business with a NetSuite Cloud Service customer ("Partner") to perform limited business functions (listed below) within the

Cloud Service that are specific to the Partner's relationship and activities with Customer. NetSuite Advanced Partner Center Cloud Service Users are authorized by Customer to:

- Access the NetSuite Cloud Service calendar to create events, contacts and tasks;
- Access Customer records (as authorized by Customer);
- Access Partner-specific records;
- Enter and edit Partner-specific Sales Orders, Estimates, and Opportunities;
- Create and edit promotion codes;
- Track Partner commissions earned;
- Submit support cases to Customer; and
- Access Partner-specific sales and partner-related reports.

**Usage Limits:**

- A NetSuite Advanced Partner Center Cloud Service User is limited to only the features and functionalities and Customer records listed above that the Customer makes available to the specific NetSuite Advanced Partner Center Cloud Service User. If customizations result in modifications to the access and use rights granted to the NetSuite Advanced Partner Center Cloud Service Users that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.
- Customer is entitled to the quantity of NetSuite Advanced Partner Center Cloud Service Users specified in Customer's Estimate/Order Form.
- NetSuite Advanced Partner Center Cloud Service Users cannot access or view financial reports or budgets.

**Prerequisites:**

- Core Suite.

**Customer Responsibilities:**

- Customer is responsible for assigning the NetSuite Advanced Partner Center Cloud Service User to the appropriate partners.
- NetSuite Advanced Partner Center Cloud Service User are considered Customer's Users as defined in the Agreement and Customer is responsible for all actions performed by NetSuite Advanced Partner Center Cloud Service User.
- Customer may customize access to limit the default permissions to grant reduced access for NetSuite Advanced Partner Center Cloud Service User 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 EMPLOYEE SELF-SERVE CLOUD SERVICE 5-PK USERS**

Item #504

The NetSuite Employee Self-Serve Cloud Service 5-Pk Users allows Users to perform limited internal business functions in the NetSuite Cloud Service. Access level details for NetSuite Employee Self-Serve Cloud Service 5-Pk Users can be found in Standard Roles Permissions Table at [https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section\\_N295396.html#subsect\\_78193907376](https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section_N295396.html#subsect_78193907376) (or any successor URL as provided by Oracle). NetSuite Employee Self-Serve Cloud Service 5-Pk Users have access to perform the following functions, as authorized by Customer on an employee by employee basis:

- Self-report time worked;
- Submit personal expense reports;
- Submit purchase requests;
- Submit support tickets;
- Approve time and expense transactions; and
- Ability to create events, contacts, and tasks in NetSuite Calendar.

Customers may customize the NetSuite Employee Self-Serve Cloud Service 5-Pk Users role; however other than the limited functionalities listed above, any such customizations may not permit NetSuite Employee Self-Serve Cloud Service 5-Pk Users to perform any accounting, support, sales, administrative, or marketing functions, or to have any access, including view only access, to financial reports, budgets, or transactions.

#### **Usage Limits:**

- The NetSuite Employee Self-Serve Cloud Service 5-Pk Users is a limited right user-type and access is limited to the features, functionalities, and records listed above. The NetSuite Employee Self-Serve Cloud Service 5-Pk Users role may not be customized to access any features, perform any functions, or access any records other than those listed above. In addition, when Customers acquire certain modules of the Cloud Service, such modules may include additional permissions for the NetSuite Employee Self-Serve Cloud Service 5-Pk Users; a list of such modules and additional permissions is available upon request. Customers are advised to request and review such list prior to expanding their use of the NetSuite Employee Self-Serve Cloud Service 5-Pk Users beyond the access and use rights specifically set forth herein. If customizations result in modifications to the access and use rights granted to the NetSuite Employee Self-Serve Cloud Service 5-Pk Users that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.
- Customer is entitled to the quantity of NetSuite Employee Self-Serve Cloud Service 5-Pk Users specified in Customer's Estimate/Order Form.

#### **Prerequisites:**

- Core Suite.

#### **Customer Responsibilities:**

- Customer is responsible for assigning the NetSuite Employee Self-Serve Cloud Service 5-Pk Users access to Users.
- Customer may customize access 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 FIELD SERVICE MANAGEMENT MOBILE USER

Item #6930

The NetSuite Field Service Management Mobile User includes access to the following:

- Service history;
- Asset history;
- Time & expenses;
- Signature capture;
- Inventory management;
- Quotes; and
- Sales orders.

### **Usage Limits:**

- Customer is entitled to the quantity of NetSuite Field Service Management Mobile Users specified in Customer’s Estimate/Order Form.

### **Prerequisites:**

- Core Suite;
- NetSuite Field Service Management Cloud Service (Standard or Premium).

### **Customer Responsibilities:**

- Customer is responsible for assigning and managing the NetSuite Field Service Management Mobile Users access to the appropriate employees.

## NETSUITE GENERAL ACCESS CLOUD SERVICE USER

Item #6023

The NetSuite General Access Cloud Service User provides full access to all procured modules and features in the NetSuite Service unless otherwise noted herein.

### **Usage Limits:**

- Customer is entitled to the quantity of NetSuite General Access Cloud Service Users specified in Customer’s Estimate/Order Form and;

- NetSuite General Access Cloud Service User does not have access to NetSuite SuiteProjects Pro.

**Prerequisites:**

- Core Suite.

**Customer Responsibilities:**

- The Customer is responsible for User management, including set up of Users, assigning role(s) to Users, and managing User permissions.
- The Customer has the flexibility to assign multiple roles to a User.
- If Security Assertion Markup Language Single Sign-on (“SAML SSO”) is not used, Customer must customize the Role to remove SAML SSO permission.

## NETSUITE SOCIAL IMPACT CLOUD SERVICE USER

Item #3112

Customers of the NetSuite Social Impact Cloud Service User are authorized to access the following:

- NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise) which Customer has separately procured the rights to use.

**Usage Limits:** NetSuite Social Impact Cloud Service User is subject to the following usage limits:

- A maximum number of NetSuite Social Impact Cloud Service Users as defined in Customer’s Estimate/Order Form.
- The NetSuite Social Impact Cloud Service User can only be used with the Core Suite via the NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise) Customer has procured the rights to use.

**Prerequisites:**

- Core Suite; and
- Customer must purchase and maintain an active subscription to a NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise).

## NETSUITE SOCIAL IMPACT DONATION FOR SUITESUCCESS : 3 USER BUNDLE

Item #6360

Customers of the NetSuite Social Impact Donation for SuiteSuccess : 3 User Bundle are authorized to access the following:

- NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise).

**Usage Limits:** NetSuite Social Impact Donation for SuiteSuccess : 3 User Bundle is subject to the following usage limits:

- A maximum number of NetSuite Social Impact Donation for SuiteSuccess : 3 User Bundles as defined in Customer's Estimate/Order Form.
- The NetSuite Social Impact Donation for SuiteSuccess : 3 User Bundle can only be used with the Core Suite via the NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise) Customer has procured the rights to use.

**Prerequisites:**

- Core Suite; and
- Customer must purchase and maintain an active subscription to a NetSuite Social Impact Cloud Service (Starter Donation, Starter, Standard, Premium or Enterprise).

## NETSUITE SPECIALIZED CRM CLOUD SERVICE USER

Item #6985

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 [https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section\\_N295396.html#subsect\\_0708012605](https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section_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.
- NetSuite Specialized CRM Cloud Service User is limited to only the features and functionalities and Customer records listed above that the Customer makes available to the specific NetSuite Specialized CRM Cloud Service User. If customizations result in modifications to the access and use rights granted to the NetSuite Specialized CRM Cloud Service User that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.

**Prerequisites:**

- Core Suite.

**Customer Responsibilities:** Customer is responsible for:

- Assigning the NetSuite Specialized CRM Cloud Service User to the appropriate employees.
- Customer may customize access 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 PROJECT MANAGER CLOUD SERVICE USER

Item #7101

NetSuite Specialized Project Manager Cloud Service User is for Users managing projects, project resources, time & expense, and other related project transactions in the Cloud Service. Access level details for NetSuite Specialized Project Manager Cloud Service User can be found in Standard Roles Permissions Table at [https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section\\_N295396.html#subsect\\_0709095451](https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section_N295396.html#subsect_0709095451) (or any successor URL as provided by Oracle).

Customer cannot modify the pre-established permissions set forth in the Standard Roles Permissions Tables for NetSuite Specialized Project Manager Cloud Service User to grant greater access than the default access provided in the NetSuite Service. However, Customer may customize access to limit the permissions and permission levels allowing reduced access for NetSuite Specialized Site Operator Cloud Service User based on such Users' business requirements.

### Usage Limits:

- The NetSuite Specialized Project Manager Cloud Service User is a limited right user-type and access is limited to the features, functionalities, and records listed above. The NetSuite Specialized Project Manager Cloud Service User role may not be customized to access any features, perform any functions, or access any records other than those explicitly listed above. If customizations result in modifications to the access and use rights granted to the NetSuite Specialized Project Manager Cloud Service User that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.
- Customer is entitled to the quantity of NetSuite Specialized Project Manager Cloud Service User specified in Customer's Estimate/Order Form.

### Prerequisites:

- Core Suite; and
- Customer must maintain an active subscription to NetSuite Project Management Cloud Service or NetSuite SuiteProjects Cloud Service.

### Customer Responsibilities:

- Customer must assign the NetSuite Specialized Project Manager Cloud Service User to the appropriate employees.
- 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 SITE OPERATOR CLOUD SERVICE USER

### Item #7100

The NetSuite Specialized Site Operator Cloud Service User is for Users responsible for managing physical locations or sites. NetSuite Specialized Site Operator Cloud Service User is a restricted access User who is provided limited access to specific NetSuite modules in order to perform the following limited operational duties only:

- Input, scan, and approve vendor bills;
- Review sales data from point-of-sale system(s);
- Read-only access to run financial profit and loss and budgeting reports; and
- View and audit inventory and related pricing.

NetSuite Specialized Site Operator Cloud Service User is not permitted to access or use corporate accounting or finance functionality.

Access level details for NetSuite Specialized Site Operator Cloud Service User can be found in Standard Roles Permissions Table at [https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section\\_N295396.html#subsect\\_0731010940](https://docs.oracle.com/en/cloud/saas/netsuite/ns-online-help/section_N295396.html#subsect_0731010940) (or any successor URL as provided by Oracle).

Customer cannot modify the pre-established permissions set forth in the Standard Roles Permissions Tables for NetSuite Specialized Site Operator Cloud Service User to grant greater access than the default access provided in the NetSuite Service. However, Customer may customize access to limit the permissions and permission levels allowing reduced access for NetSuite Specialized Site Operator Cloud Service User based on such Users' business requirements.

#### Usage Limits:

- The NetSuite Specialized Site Operator Cloud Service User is a limited right user-type and access is limited to the features, functionalities, and records listed above. The NetSuite Specialized Site Operator Cloud Service User role may not be customized to access any features, perform any functions, or access any records other than those explicitly listed above. If customizations result in modifications to the access and use rights granted to the NetSuite Specialized Site Operator Cloud Service User that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.
- Customer is entitled to the quantity of NetSuite Specialized Site Operator Cloud Service User specified in Customer's Estimate/Order Form.

#### Prerequisites:

- Core Suite.

#### Customer Responsibilities:

- Customer must assign the NetSuite Specialized Site Operator Cloud Service User to the appropriate employees.
- 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

### Item #6986

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 Cloud 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.
- NetSuite Specialized View and Approve Cloud Service 5-Pk Users is limited to only the features and functionalities and Customer records listed above that the Customer makes available to the specific NetSuite Specialized View and Approve Cloud Service 5-Pk Users. If customizations result in modifications to the access and use rights granted to the NetSuite Specialized View and Approve Cloud

Service 5-Pk Users that are not permitted by this service description, such user type shall be converted to a NetSuite General Access Cloud Service User and Oracle will issue Customer an invoice for such NetSuite General Access Cloud Service User(s) and Customer agrees to pay the fees associated with such invoice.

**Prerequisites:**

- Core Suite.

**Customer Responsibilities:**

- Customer is responsible for assigning the NetSuite Specialized View and Approve Cloud Service 5-Pk Users to the appropriate employees.
- Customer may customize access 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.

## NETSUITE SUITEPROJECTS PRO GENERAL ACCESS USER

Item #7069

Customers of the NetSuite SuiteProjects Pro General Access User provides Users with access to NetSuite SuiteProjects Pro Projects, Resources, Timesheets, Expenses, Invoices, Purchases, Workspaces and Reporting within the NetSuite SuiteProjects Pro Cloud Service.

**Usage Limits:** NetSuite SuiteProjects Pro General Access User is subject to the following usage limits. If Customer exceeds the purchased quantity under Customer's Estimate/Order Form, Customer must purchase additional quantities from Oracle:

- A maximum number of NetSuite SuiteProjects Pro General Access User(s) as set forth in Customer's Estimate/Order Form.

**Prerequisites:** Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Pro Cloud Service.

## NETSUITE SUITEPROJECTS PRO GENERAL ACCESS USER + NETSUITE GENERAL ACCESS USER

Item #7075

Customers of the NetSuite SuiteProjects Pro General Access User + NetSuite General Access User are authorized to access the following:

- One (1) NetSuite SuiteProjects Pro General Access User to utilize with the NetSuite SuiteProjects Pro Cloud Service which Customer has separately procured the rights to use; and

- One (1) NetSuite General Access User to utilize with the Core Suite which Customer has separately procured the rights to use.

**Usage Limits:** NetSuite SuiteProjects Pro General Access User + NetSuite General Access User is subject to the following usage limits:

- Customer's use of the NetSuite SuiteProjects Pro General Access User is subject to the terms, conditions, and limitations, including but not limited to usage limits included in the NetSuite SuiteProjects Pro General Access User service description set forth herein.
- The NetSuite SuiteProjects Pro General Access User can only be used with NetSuite SuiteProjects Pro Cloud Service.
- Customer's use of the NetSuite General Access User is subject to the terms, conditions, and limitations set forth in the separate Estimate/Order Form between Oracle and Customer under which Customer acquired the NetSuite General Access User.
- The NetSuite General Access User can only be used with the Core Suite.

**Prerequisites:**

- Core Suite; and
- Customer must purchase and maintain an active subscription to the NetSuite SuiteProjects Pro Cloud Service to use the NetSuite SuiteProjects Pro General Access User.

## NETSUITE SUITEPROJECTS PRO T&E ONLY USER

Item #7070

Customers of the NetSuite SuiteProjects Pro T&E Only User provides Users limited access to Timesheets, Expenses, and Reporting within the NetSuite SuiteProjects Pro Cloud Service.

**Usage Limits:** NetSuite SuiteProjects Pro T&E Only User is subject to the following usage limits:

- A maximum number of NetSuite SuiteProjects Pro T&E Only User(s) as set forth in Customer's Estimate/Order Form.
- Access within NetSuite SuiteProjects Pro limited to Timesheets, Expenses, and Reporting (including home, dashboard, calendar, and skill profile) only.
- NetSuite SuiteProjects Pro T&E Only User is limited to only the features and functionalities and Customer records listed above that the Customer makes available to the specific NetSuite SuiteProjects Pro T&E Only User. If customizations result in modifications to the access and use rights granted to the NetSuite SuiteProjects Pro T&E Only User that are not permitted by this service description, such user type shall be converted to a NetSuite SuiteProjects Pro General Access User and Oracle will issue Customer an invoice for such NetSuite SuiteProjects Pro General Access User(s) and Customer agrees to pay the fees associated with such invoice.

**Prerequisites:** Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Pro Cloud Service.



## NETSUITE INFRASTRUCTURE

### NETSUITE PREMIUM DISASTER RECOVERY CLOUD SERVICE

Item #6922

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”).

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

*\* 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 (including Connectors for NetSuite)

- NetSuite Point-of-Sale (POS)
- NetSuite SuitePeople US Payroll Cloud Service
- NetSuite SuitePeople Workforce Management Cloud Services
- SuiteProjects Pro Cloud Services
- All Third Party Applications (as defined in the Subscription Services Agreement), including, but not limited to, Celigo and Pacejet
- Any NetSuite-branded Oracle Cloud Services (e.g., Oracle NetSuite Planning & Budgeting Cloud Service, Oracle NetSuite Enterprise Performance Management 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>

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: [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) 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 SANDBOX ENVIRONMENT CLOUD SERVICE**

Item #: 6500

NetSuite Sandbox Environment Cloud Service provides a sandbox environment for NetSuite Cloud Services that:

- Refreshes by copying NetSuite Core Suite production environment including Customer Data and customizations.
- Provides the number of refreshes equal to the number of months in the Term, which can be used at any time during the Term and applied to any NetSuite Sandbox Environment Cloud Service connected to the Core Suite production environment (additional refreshes may be purchased separately).
- Enables controlled access to the NetSuite Sandbox Environment Cloud Service for designated Users,

including up to the total number of Users available in Core Suite production environment.

**Usage Limits:**

- None

**Prerequisites:**

- Core Suite.

**Notice:**

- NetSuite Sandbox Environment Cloud Service is isolated, meaning changes and tests in the NetSuite Sandbox Environment Cloud Service do not affect the Core Suite production environment.

## NETSUITE SERVICE TIERS

NetSuite Service Tiers offer scalable options to support varying business needs. Each NetSuite Core Suite includes the NetSuite Standard Tier Infrastructure. The service tier dashboard enables visibility into Customer's metrics and usage limits. Definitions for the metrics referenced below are set forth in the Glossary section of this document.

**Usage Limits:**

The table below shows the metrics and usage limits for NetSuite Service Tiers.

- If, at any time, Customer (a) exceeds the usage limits for Average Monthly Transaction Lines set forth below (calculated as a rolling average over the preceding six months across all transaction types), or (b) procures Full licensed Users, Base integration concurrency (through purchase of SuiteCloud Plus licenses) or SuiteCloud Plus licenses in excess of the usage limits in the table below, Customer will be required to enter into an Estimate / Order Form with Oracle to purchase an upgrade to the applicable NetSuite Service Tier.
- If Customer exceeds only the File Cabinet Storage usage limit for the NetSuite Service Tier for which it is licensed, Customer will have 90 calendar days to reduce its File Cabinet Storage usage to within the applicable usage limit set forth below. If Customer does not reduce its File Cabinet Storage usage such that it falls within the applicable usage limit set forth below within this 90-calendar day period, Customer will be required to enter into an Estimate / Order Form with Oracle to purchase an upgrade to the applicable NetSuite Service Tier.
- No Full licensed Users or SuiteCloud Plus licenses are included in any of the NetSuite Service Tiers. Customers may separately purchase Full licensed Users and SuiteCloud Plus licenses up to the limit permitted for each NetSuite Service Tier as outlined in the table below.
- Customer is not allowed to downgrade to a lower NetSuite Service Tier during the Term.

| NetSuite Service Tiers Metrics and Usage Limits |                        |  |   |   |
|---|------------------------|--|---|---|
| Metrics / Item ⇒                                | NetSuite Standard Tier | NetSuite Premium Tier Infrastructure Cloud | NetSuite Enterprise Tier Infrastructure | NetSuite Ultimate Tier Infrastructure Cloud |

|  | Infrastructure<br>(included in NetSuite Core Suite) | Service #6923 | Cloud Service #6924 | Service* #6925 |
|--|---|---------------|---------------------|----------------|
| <b>Full licensed Users</b>               | Up to 100   | Up to 1,000   | Up to 2,000         | Up to 4,000    |
| <b>File Cabinet Storage</b>              | Up to 100GB   | Up to 1,000GB | Up to 2,000GB       | Up to 4,000GB  |
| <b>Average Monthly transaction lines</b> | Up to 200k  | Up to 2M      | Up to 10M           | Up to 50M      |
| <b>Base integration concurrency</b>      | Up to 5   | Up to 15      | Up to 20            | Up to 20       |
| <b>SuiteCloud Plus licenses</b>          | Up to 1   | Up to 3       | Up to 6             | Up to 12       |

*\* If Customer usage exceeds any of the NetSuite Ultimate Tier Infrastructure Cloud Service usage limits, please contact a NetSuite sales representative to discuss available options.*

All NetSuite Service Tiers include by default:

- Two (2) SuiteCloud Processors for processing scheduled and map/reduce script jobs.
- Two (2) REST Async Processors for processing REST asynchronous requests.
- One (1) CSV import queue with one (1) thread per queue (1/1) for processing CSV file jobs.

#### Prerequisites:

- Core Suite.

## NETSUITE SUITECLOUD PLUS MID-MARKET CLOUD SERVICE

Item #: 2362

NetSuite SuiteCloud Plus Mid-Market Cloud Service increases the limits in NetSuite Service Tiers as follows:

- Increases base integration concurrency limits for SuiteTalk web services, RESTlets and NetSuite AI Connector Service by ten.
- Increases the number of SuiteCloud Processors and REST Async Processors increases as shown in the table below:

| SuiteCloud Plus Mid-Market Quantity | Maximum number SuiteCloud Processors (scheduled scripts and map/reduce scripts) | Maximum number of REST Async Processors |
|-------------------------------------|---|---|
| 1                                   | 5   | 5                                       |
| 2                                   | 10  | 10                                      |
| 3                                   | 15  | 15                                      |
| 4                                   | 20  | 20                                      |
| 5                                   | 25  | 25                                      |
| 6                                   | 30  | 30                                      |
| 7                                   | 35  | 35                                      |

|    |    |    |
|----|----|----|
| 8  | 40 | 40 |
| 9  | 45 | 45 |
| 10 | 50 | 50 |
| 11 | 55 | 55 |
| 12 | 60 | 60 |

- Increases the number of CSV import queues to 5 and threads per queues increases as shown in the table below:

| SuiteCloud Plus Mid-Market Quantity | Maximum number of threads per queues |
|-------------------------------------|--------------------------------------|
| 1                                   | 2                                    |
| 2                                   | 5                                    |
| 3+                                  | 10                                   |

#### Usage Limits:

- Maximum of five (5) CSV import queues.
- Maximum threads per queue, SuiteCloud Processors and REST Async Processors as shown in the tables above.
- Purchasing additional SuiteCloud Plus licenses will further increase these capabilities, up to the maximum limit allowed for your current NetSuite Service Tier. To increase beyond limit allowed in current NetSuite Service Tier requires Customer to purchase higher NetSuite Service Tier.

#### Prerequisites:

- Core Suite

## NETSUITE SUITECLOUD PLUS ENTERPRISE CLOUD SERVICE

Item #: 2363

NetSuite SuiteCloud Plus Enterprise Cloud Service increases the limits in NetSuite Service Tiers as follows:

- Increases integration concurrency limits for SuiteTalk web services, RESTlets and NetSuite AI Connector Service by ten.
- Increases the number of SuiteCloud Processors and REST Async Processors increases as shown in the table below:

| SuiteCloud Plus Enterprise Quantity | Maximum number SuiteCloud Processors (scheduled scripts and map/reduce scripts) | Maximum number of REST Async Processors |
|-------------------------------------|---|---|
| 1                                   | 5   | 5                                       |
| 2                                   | 10  | 10                                      |
| 3                                   | 15  | 15                                      |

|    |    |    |
|----|----|----|
| 4  | 20 | 20 |
| 5  | 25 | 25 |
| 6  | 30 | 30 |
| 7  | 35 | 35 |
| 8  | 40 | 40 |
| 9  | 45 | 45 |
| 10 | 50 | 50 |
| 11 | 55 | 55 |
| 12 | 60 | 60 |

- Increases the number of CSV import queues to 5 and threads per queues increases as shown in the table below:

| SuiteCloud Plus Enterprise Quantity | Maximum number of threads per queues |
|-------------------------------------|--------------------------------------|
| 1                                   | 2                                    |
| 2                                   | 5                                    |
| 3+                                  | 10                                   |

#### Usage Limits:

- Maximum of five (5) CSV import queues.
- Maximum threads per queue, SuiteCloud Processors and REST Async Processors as shown in the tables above.
- Purchasing additional SuiteCloud Plus licenses will further increase these capabilities, up to the maximum limit allowed for your current service tier. To increase beyond limit allowed in current NetSuite Service Tier requires Customer to purchase higher NetSuite Service Tier.

#### Prerequisites:

- Core Suite; and
- Customer must have an Enterprise edition Suite

## NETSUITE SUITEPROJECTS PRO DIRECT API ACCESS

Item #7073

NetSuite SuiteProjects Pro Direct API Access allows Customer to write code for customization and integration to Customer Data to develop automations and integrate with other applications. Access includes:

- XML API
- SOAP API
- REST API (subject to the 'Usage Limits' for REST API below)

NetSuite SuiteProjects Pro Direct API Access also includes the following (if Customer requires additional API requests), Customer must purchase separately:

- 10,000 API requests within a 24-hour window
- 150 API requests per minute

**Usage Limits:** NetSuite SuiteProjects Pro Direct API Access is subject to the following usage limits:

- REST API has limited record support as further outlined in the REST API section of the NetSuite SuiteProjects Pro Cloud Service User Guides.
- Maximum of 225 requests per minute (regardless of the quantity purchased).

**Prerequisites:** Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Cloud Service.

**Customer Responsibilities:** Customer is responsible for reviewing the applicable API documentation to understand best practices, governance limits, and supported features.

## NETSUITE SUITEPROJECTS PRO FILE STORAGE – ADD'L 10 GB

Item #7072

NetSuite SuiteProjects Pro File Storage – Additional 10 gigabytes (“GB”) increases Customer’s production and sandbox (if applicable) storage by 10 GB each.

**Usage Limits:** NetSuite SuiteProjects Pro File Storage – Add'l 10 GB is subject to the following usage limits:

- 10 GB of additional file storage per quantity of NetSuite SuiteProjects Pro File Storage – Add'l 10 GB ordered
- Maximum 250 GB of total storage per NetSuite SuiteProjects Pro Cloud Service instance.

**Prerequisites:**

- Customer must purchase and maintain an active subscription to a NetSuite SuiteProjects Pro Cloud Service.
- For sandbox file storage (if applicable): Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Pro Sandbox.

**Customer Responsibilities:** Customer is responsible for monitoring storage capacity in the account via storage alerts. Customer cannot exceed storage usage limits and will receive an error message if file uploads result in exceeding the maximum file storage usage limits. It is recommended to periodically archive files using the Automatic Backup Service (ABS).

## NETSUITE SUITEPROJECTS PRO SANDBOX

Item #7071

NetSuite SuiteProjects Pro Sandbox provides a sandbox environment for NetSuite SuiteProjects Pro Cloud Service that:

- Copies NetSuite SuiteProjects Pro Cloud Service production environment including Customer Data and customizations.
- Provides one (1) NetSuite SuiteProjects Pro Cloud Service production environment replication for each month of the Term is included (if Customer requires additional production environment replication, Customer must purchase separately).
- Allows Customer the ability to provide access to the NetSuite SuiteProjects Pro Sandbox to all NetSuite SuiteProjects Pro Cloud Service production Users as needed.

NetSuite SuiteProjects Pro Sandbox is an isolated environment. Customer is unable to push changes and/or updates made in the NetSuite SuiteProjects Pro Sandbox into any production environment or account.

**Usage Limits:** None

**Prerequisites:** Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Pro Cloud Service.

## NETSUITE SUITEPROJECTS PRO SANDBOX + NETSUITE SANDBOX ENVIRONMENT CLOUD SERVICE

Item #7076

NetSuite SuiteProjects Pro Sandbox + NetSuite Sandbox Environment Cloud Service provides a sandbox environment for both NetSuite SuiteProjects Pro Cloud Service and the Core Suite.

- One (1) NetSuite SuiteProjects Pro Sandbox to utilized with the NetSuite SuiteProjects Pro Cloud Service which customer has separately procured the rights to use; and
- One (1) NetSuite Sandbox Environment Cloud Service to utilize with the Core Suite which Customer has procured the rights to use.
- For each month of the Term:
  - One (1) NetSuite SuiteProjects Pro Cloud Service production environment replication; and
  - One (1) production environment replication of the Core Suite.

If Customer requires additional production environment replications for NetSuite SuiteProjects Pro Sandbox or NetSuite Sandbox Environment Cloud Service, Customer must purchase separately.

- Ability to provide access to all production Users as needed.

**Usage Limits:** NetSuite SuiteProjects Pro Sandbox + NetSuite Sandbox Environment Cloud Service is subject to the following usage limits:

- The NetSuite Sandbox Environment Cloud Service can only be used with the Core Suite.
- The NetSuite SuiteProjects Pro Sandbox can only be used with a NetSuite SuiteProjects Pro Cloud Service.

**Prerequisites:**

- Customer must purchase and maintain an active subscription to NetSuite SuiteProjects Pro Cloud Service.
- Customer must have the Core Suite to use the NetSuite Sandbox Environment Cloud Service.

## NETSUITE LOCALIZATIONS

### NETSUITE CHILE LOCALIZATION CLOUD SERVICE

Item #7110

NetSuite Chile Localization Cloud Service provides the following capabilities for companies transacting business in Chile:

- Calculates taxes on sales of products and services;
- Generates withholding tax reports that meet Chilean tax reporting requirements;
- Generates financial reports supporting local Chilean tax requirements;
- Integrates with rates from the Comisión para el Mercado Financiero (CMF);
- Provides payment form templates which allow Customer to generate bank payment files for processing at the applicable bank (subject to the Usage Limits below);
- Performs account reconciliation;
- Imports bank statements through OFX standard layout;
- Electronic invoice certification natively available through certified technology providers;
- Bulk process to enable certification of electronic invoices; and
- Generation of the following electronic accounting files: Libro Diario, Libro de Compras Especial, Libro de Ventas Especial, Libro de Compras Mensual, Libro de Ventas Mensual, Libro de Ventas rectifica, Libro de Honorarios, Reporte de 8 Columnas, Balance de Comprobación, Diccionario de Cuentas (Anually)

#### Usage Limits:

- Payment format templates are only available for the following banks: Santander, BCI Bank, and Citibank

#### Prerequisites:

- Core Suite
- NetSuite SuiteTax feature must be enabled in Customer's instance.
- NetSuite OneWorld Cloud Service.

## RETIRED PARTS (RENEWAL ONLY)

### ORACLE NETSUITE AP AUTOMATION CLOUD SERVICE

### NETSUITE STARTER EDITION AP AUTOMATION CLOUD SERVICE

Item #6830

**(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 NetSuite Standard Tier Infrastructure
- 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 discretion, 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.

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 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**

Item #6831

**(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.

**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 NetSuite Standard Tier Infrastructure
- 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 discretion, 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.

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 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**

Item #6832

**(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 NetSuite Standard Tier Infrastructure
- 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 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 discretion, 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.

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 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**

Item #6833

**(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 NetSuite Standard Tier Infrastructure
- 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 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 discretion, 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.

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

#### **NETSUITE SUITEPEOPLE HR CLOUD SERVICE – RENEWAL ONLY**

Item #6175

NetSuite SuitePeople HR Cloud Service – Renewal Only includes:

- NetSuite Employee Center User access
- Employee record management
- Time-off Management
- Job catalog and Job Management
- Employee Onboarding and Offboarding
- Employee recognition
- HR workflows, metrics and reporting

Fees for the NetSuite SuitePeople HR Cloud Service – Renewal Only are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Active employee records within the Core Suite. In no event will this calculation be based on fewer than one hundred percent (100%) of Customer’s Active employees. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Active employees the Customer intends to have in the NetSuite SuitePeople HR Cloud Service – Renewal Only during the Term. In the event that the number of Active employee records maintained in the NetSuite SuitePeople HR Cloud Service – Renewal Only increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Active employee records in a given month, Customer will not be entitled to a refund.

#### **Usage Limits:**

- Available in the United States, Canada, United Kingdom, Ireland, Belgium, Denmark, Spain, Finland, France, Germany, Netherlands, Norway, Sweden and Israel
- Use of NetSuite SuitePeople HR Cloud Service – Renewal Only requires that all Active employees have access to the Employee Center. For Active employees that do not have an Employee Center role that provides Employee Center access, once provisioned by Oracle, Customer may assign access to the Employee Center to Unique Employees provided (a) such Employee remains an Active employee, (b) Active employees are active Employees of NetSuite SuitePeople HR Cloud Service – Renewal Only, and (c) Customer maintains an active subscription to NetSuite SuitePeople HR Cloud Service – Renewal Only.

#### **Prerequisites:**

- Core Suite

#### **Customer Responsibilities:**

- Customer acknowledges that NetSuite SuitePeople HR Cloud Service – Renewal Only cannot be self-implemented. Customer is responsible for procuring implementation services either from Oracle or a third party partner and understands that the NetSuite SuitePeople HR Cloud Service – Renewal Only cannot be used until such implementation is complete.
- Customer is responsible for the fees associated for any overage of the NetSuite SuitePeople HR Cloud Service – Renewal Only. Customer must notify their NetSuite Account Manager immediately when their usage has exceeded the quantity on their Estimate/Order Form. Customer may check their usage by reviewing the “Current Used Quantity” and “Current Provisioned Quantity” (such provisioned quantity being what was included on the Customer’s Estimate/Order Form) in their Customer account (via the Administrator role) by navigating to Set Up > Company > View Billing Information.

## **NETSUITE SUITEPEOPLE US PAYROLL CLOUD SERVICE – RENEWAL ONLY**

Item #6176

NetSuite SuitePeople US Payroll Cloud Service – Renewal Only includes:

- NetSuite Employee Center User access

- Payroll tax calculations
- Check printing
- Expense reimbursement (to the Unique Employee via the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only)
- Direct deposit and U.S. Federal, State & Local Tax filing (provided by Payroll Partner)
- Affordable Care Act reporting and filing (provided by Payroll Partner)
- Assistance with support for U.S. federal, state and local tax requirements and related 1099 reporting
- Integration with NetSuite Financials and Human Resource Cloud Services (purchased separately)

NetSuite SuitePeople US Payroll Cloud Service – Renewal Only requires Customer to accept “Payroll Service Terms of Service” located at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html> (“**Payroll TOS**”). Customer must enter into a Separate Payroll Partner Agreement (as defined below) with Payroll Partner to receive the full functionality of this service.

Fees for the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only are based on a per-employee, per-month (“PEPM”) basis, calculated using the number of Unique Employees processed through the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only each month. The fees included in the Customer’s Estimate/Order Form are derived from the projected number of Unique Employees the Customer intends to process through NetSuite SuitePeople US Payroll Cloud Service – Renewal Only during the Term. In the event that the number of Unique Employees processed through NetSuite SuitePeople US Payroll Cloud Service – Renewal Only increases, Customer will be required to enter into an Estimate/Order Form to purchase additional PEPM capacity (the “overage”), effective as of the date Customer initially exceeded their prior purchased allotment. Customer agrees to pay all fees associated with such overage. If Customer processes fewer than the number of Unique Employees in a given month, Customer will not be entitled to a refund.

#### **Usage Limits:**

- Available to U.S. based employees only (tax calculations are only available for jurisdictions within the U.S. and Puerto Rico.)
- Use of NetSuite SuitePeople US Payroll Cloud Service – Renewal Only requires that all Unique Employees have access to the Employee Center. For Unique Employees that do not have an Employee Center role that provides Employee Center access, once provisioned by Oracle, Customer may assign access to Employee Center to Unique Employees provided (a) such Employee remains a Unique Employee, (b) Unique Employees are active Employees of NetSuite SuitePeople US Payroll Cloud Service – Renewal Only, and (c) Customer maintains an active subscription to NetSuite SuitePeople US Payroll Cloud Service – Renewal Only.

#### **Prerequisites:**

- Core Suite;
- Customer’s Core Suite must reside in a U.S. data center; and
- Customer must use NetSuite SuitePeople US Payroll Cloud Service – Renewal Only for tax processing services and payment solutions

#### **Customer Responsibilities:**

- Customer must enter into a separate, valid agreement with Payroll Partner (the “**Separate Payroll Partner Agreement**”) as set forth in the Payroll TOS.

- Customer must provide prompt written notice to NetSuite Payroll Support in the event Customer terminates or discontinues use of NetSuite SuitePeople US Payroll Cloud Service – Renewal Only. If Customer terminates or discontinues use of the SuitePeople US Payroll Cloud Service – Renewal Only prior to the end of the Term, Customer will not be entitled to a refund. Customer's failure to notify Oracle that it has terminated or discontinued use of NetSuite SuitePeople US Payroll Cloud Service – Renewal Only may result in continued service obligations and associated fees for services provided by the Payroll Partner or any other third party provider.
- Customer must ensure that sufficient funds are available in the designated bank account prior to each scheduled payroll processing. Repeated incidents of insufficient funds constitute a material breach of the Payroll TOS and may result in Oracle, at its sole discretion, suspending or terminating payroll processing services without further notice and without liability to Customer.
- Customer is responsible for the fees associated for any overage of the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only. Customer must notify their NetSuite Account Manager immediately when their usage has exceeded the quantity on their Estimate/Order Form. Customer may check their usage by reviewing the “Current Used Quantity” and “Current Provisioned Quantity” (such provisioned quantity being what was included on the Customer's Estimate/Order Form) in their Customer account (via the Administrator role) by navigating to Set Up > Company > View Billing Information.

**Notice:**

Customer acknowledges that certain administrative functions (listed above) of the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only are provided by a third party payroll partner (“**Payroll Partner**”; Oracle will provide the name of the current Payroll Partner upon request), pursuant to the Separate Payroll Partner Agreement between Customer and Payroll Partner, and to receive such ongoing payroll processing functionality from Payroll Partner, Customer must comply with the terms of such Separate Payroll Partner Agreement. Customer agrees Oracle shall have no liability or responsibility for any Losses (as defined below) to the extent arising due to Payroll Partner actions or inactions. If Customer moves, or directs Oracle to move, Customer Data outside of Customer's Cloud Services instance (including, but not limited to, providing Customer Data to the Payroll Partner) then the terms of the relevant agreement 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 Customer Data when it is not stored in, or run on or through the Cloud Services.. “**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 NetSuite SuitePeople US Payroll Cloud Service – Renewal Only, Customer acknowledges that: (a) Oracle is not responsible for ensuring Customer's tax compliance; (b) in no event shall the termination or expiration of the Separate Payroll Partner Agreement affect Oracle or Customer's obligations to Oracle related to the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only or any other Cloud Services Customer has procured from Oracle; and (c) Oracle in its sole discretion can determine the third-party to act as the Payroll Partner and can update the third-party from time to time without such change being a material decrease to the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only.

Oracle is not a financial institution and does not provide any payment or other financial services as part of the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only. 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 Payroll Partner in connection with the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only. 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.

When configured with NetSuite SuitePeople US Payroll Cloud Service – Renewal Only, employee Expense Reimbursements can only be processed and paid to the employee through the NetSuite SuitePeople US Payroll Cloud Service – Renewal Only, with payment issued via the designated payroll partner.

## **RETIRED PARTS (NO NEW SALE OR RENEWAL)**

### **AVALARA PROCESSING FOR NETSUITE ELECTRONIC INVOICING CLOUD SERVICE**

Item #6955

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 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.

## 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 NetSuite Standard Tier Infrastructure
- 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 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 NetSuite Standard Tier Infrastructure
- 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 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:

- One (1) production environment
- Maximum of 100 GB of file cabinet storage, which is included with NetSuite Standard Tier Infrastructure
- 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.

## **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 NetSuite Standard Tier Infrastructure
- 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 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.