



NetSuite GBU Cloud Services Service Descriptions



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GLOSSARY

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

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

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

NETSUITE ELECTRONIC INVOICING CLOUD SERVICE

Avalara Processing for NetSuite Electronic Invoicing Cloud Service

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

Definitions:

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

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

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

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. The NetSuite Service Level Commitments shall not apply to the Avalara Processing for NetSuite Electronic Invoicing 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). 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.

NetSuite Electronic Business Extension

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

Usage Limits: None.

Prerequisites:

- Customer must have a Cloud Service.

Customer Responsibilities:

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

Notice:

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

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

NETSUITE HIPAA CLOUD SERVICES

HIPAA for NetSuite

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

Usage Limits:

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

Prerequisites:

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

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, including preventing any caching and storing of ePHI in email messages or attachments.

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

Notices:

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

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

NetSuite Compliance 360 Cloud Service

NetSuite Compliance 360 Cloud Service allows Customer to:

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

Usage Limits:

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

Prerequisites:

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

Customer Responsibilities:

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

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

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

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

Notices:

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

- 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:
 - Emails sent via the NetSuite Service;
 - NetSuite Service File Cabinet;
 - NetSuite Mobile Application;
 - SuiteScripts;
 - 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 ‘HIPAA for NetSuite’ and enter into a NetSuite Business Associate Agreement with Oracle.

NetSuite SuiteSuccess Healthcare Standard Edition Cloud Service

NetSuite SuiteSuccess Healthcare Standard Edition Cloud Service includes:

- ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting.
- NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support;
- Productivity tools including contacts/calendar/events;
- Real-time dashboards with key business metrics, report snapshots;
- Customer, Vendor and Partner Center logins;
- NetSuite Subsidiary Management within Customer's home country for a single currency; Additional countries/currencies require separate purchase of NetSuite OneWorld Cloud Service; 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/contracts.html>.
- One Training On Demand Pass pursuant to the Oracle NetSuite Training Service Descriptions found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html>.
- 5 Employee Self-Service Users
- 30,000 integrated bulk mail merges per month
- 120,000 campaign emails per year
- NetSuite Standard Service Tier (which is subject to the 'usage limits' for NetSuite Standard Service Tier described below)

Your purchase of NetSuite SuiteSuccess Healthcare Standard Edition Cloud Service also includes the following Cloud Services:

- NetSuite Financial Management Mid-Market Cloud Service;
- NetSuite Adv Electronic Bank Payments MM Cloud Service; and
- NetSuite Compliance 360 Cloud Service (which is subject to the same terms, conditions, and limitations of the individual service description described herein).

Usage Limits:

The NetSuite SuiteSuccess Healthcare Standard Edition 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.
- Fulfillment Requests and Automatic Location Assignment for up to 5,000 orders annually.
- General Users for the NetSuite SuiteSuccess Healthcare Standard Edition Cloud Service must be purchased separately. If Customer purchases General Access Users for the NetSuite Suite Success Healthcare Standard Edition Cloud Service, access is limited to 30 General Access Users. If Customer has more than 30 General Access Users, Customers must upgrade to the NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service.

NetSuite Standard Service Tier includes the following usage limits:

- Maximum of 100GB of File Cabinet Storage (included)
- Maximum 100 Full Licensed Users provisioned (excluding Employee Self-Service Users, Partner Center, Advanced Partner Center, Vendor Center, and Customer Center)

- Maximum 200,000 monthly transaction lines
- Maximum of 1 SuiteCloud+ license
- If Customer exceeds any of these limits then Customer must purchase the applicable Service Tier based upon Customer's excess usage.

Prerequisites:

Customer must purchase at least 1 General Access user.

Notice:

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

NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service

NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service includes:

- ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting.
- NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support
- Productivity tools including contacts/calendar/events
- Real-time Dashboards with key business metrics, report snapshots
- Customer, Vendor and Partner Center logins
- NetSuite Subsidiary Management within Customer's home country for a single currency. Additional countries/currencies require separate purchase of NetSuite OneWorld Cloud Service
- 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/contracts.html>.
- One Training On Demand Pass pursuant to the Oracle NetSuite Training Service Descriptions found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html>.
- 5 Employee Self-Service Users
- 30,000 integrated bulk mail merges per month
- 120,000 campaign emails per year
- NetSuite Standard Service Tier (which is subject to the 'usage limits' for NetSuite Standard Service Tier described below)

Your purchase of NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service also includes the following Cloud Services:

- NetSuite Financial Management Mid-Market Cloud Service;
- Fixed Asset Management Mid-Market Cloud Service;

- NetSuite Adv Electronic Bank Payments MM Cloud Service; and
- NetSuite Compliance 360 Cloud Service (which is subject to the same terms, conditions, and limitations of the individual service description described herein).

Usage Limits:

The NetSuite SuiteSuccess Healthcare Premium 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 order, Customer must purchase additional quantities from Oracle.

- No campaign email blast can exceed 10,000 recipients.
- Use of Fulfillment Requests and Automatic Location Assignment for up to 5000 orders annually.
- General Users for the NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service must be purchased separately. There is no limit on the number of General Access Users who may access the NetSuite SuiteSuccess Healthcare Premium Edition Cloud Service.

NetSuite Standard Service Tier includes the following usage limits:

- Maximum of 100GB of File Cabinet Storage (included)
- Maximum 100 Full Licensed Users provisioned (excluding Employee Self-Service Users, Partner Center, Advanced Partner Center, Vendor Center, and Customer Center)
- Maximum 200,000 monthly transaction lines
- Maximum of 1 SuiteCloud+ license
- If Customer exceeds any of these limits then Customer must purchase the applicable Service Tier based upon Customer's excess usage.

Prerequisites:

Customer must purchase at least 1 General Access user.

Notice:

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

NETSUITE PAY CLOUD SERVICE

NetSuite Pay Cloud Service

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

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

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

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

Prerequisites:

- Customer must have a NetSuite ERP Cloud Service
- Activation of NetSuite Pay Cloud Service is subject to entry into a merchant agreement with Versapay, successful onboarding and credit approval from Versapay. In order to utilize the NetSuite 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). The NetSuite Service Level Commitment shall not apply to the NetSuite Pay 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). By signing the Estimate/Order Form, Customer agrees it is not relying on the availability of functionality of NetSuite Pay Cloud Service, or approval from financial service partners, in its purchasing of Customer's other NetSuite Services. Customer acknowledges any termination right included herein explicitly for NetSuite Pay Cloud Service and does not extend to any other NetSuite Services

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

NetSuite Pay for QuickStart

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

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

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

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

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

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

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

NetSuite Pay for QuickStart and that may be required for compliance with laws, ordinances, or regulations.

NETSUITE PREMIUM DISASTER RECOVERY CLOUD SERVICE

NetSuite Premium Disaster Recovery Cloud Service

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

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
- NetSuite Point-of-Sale (POS)
- NetSuite SuitePeople US Payroll Cloud Service
- NetSuite SuitePeople Workforce Management Cloud Services
- OpenAir 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), 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 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.

ORACLE NETSUITE AP AUTOMATION CLOUD SERVICE

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

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

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

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

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

- One (1) production environment

- Maximum of 100 GB of file cabinet storage, which is included with Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

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

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 Starter Edition AP Automation Cloud Service (if purchased or renewed on or after May 12, 2023)

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

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

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

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

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

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

The 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 a third party subcontractor, Corporate Spending Innovations (“CSI”), to assist Customer with maintaining Customer’s vendor records related to payment types, including implement such virtual payment card feature. As part of the implementation of the virtual payment card feature, CSI 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 CSI 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 CSI for the purposes set forth herein.

CSI 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). The NetSuite SLAs shall not apply to this NetSuite Starter Edition AP 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).

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

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

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

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

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

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

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

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

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). The NetSuite SLAs shall not apply to this NetSuite Standard Edition AP 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).

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 Standard Edition AP Automation Cloud Service (if purchased or renewed on or after May 12, 2023)

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

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

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

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

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

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

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.

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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 a third party subcontractor, Corporate Spending Innovations (“CSI”), to assist Customer with maintaining Customer’s vendor records related to payment types, including implement such virtual payment card feature. As part of the implementation of the virtual payment card feature, CSI 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 CSI 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 CSI for the purposes set forth herein.

CSI 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). The NetSuite SLAs shall not apply to this NetSuite Standard Edition AP 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).

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 Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

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

Customer acknowledges that certain functionality from this NetSuite Premium Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks (“Payment Networks”), and the provision of this NetSuite Premium Edition AP Automation Cloud Service and these functionalities is dependent upon the availability of such Payment Networks. Oracle shall have no liability or responsibility for any Losses to the extent arising due to such Payment Network (including as a result of unavailability of such Payment Network). The NetSuite SLAs shall not apply to this NetSuite Premium Edition AP 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).

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 Premium Edition AP Automation Cloud Service (if purchased or renewed on or after 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 Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

Prerequisites:

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

Customer Responsibilities:

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

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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 a third party subcontractor, Corporate Spending Innovations (“CSI”), to assist Customer with maintaining Customer’s vendor records related to payment types, including implement such virtual payment card feature. As part of the implementation of the virtual payment card feature, CSI 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 CSI 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 CSI for the purposes set forth herein.

CSI 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). The NetSuite SLAs shall not apply to this NetSuite Premium Edition AP 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).

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 Standard Service Tier
- Maximum of scanning 10,000 vendor bills per month

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

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

herein is explicitly for NetSuite Enterprise Edition AP Automation Cloud Service and does not extend to any other NetSuite Services.

Customer acknowledges that certain functionality from this NetSuite Enterprise Edition AP Automation Cloud Service is provided by HSBC through third-party payment networks (“Payment Networks”), and the provision of this NetSuite Enterprise Edition AP Automation Cloud Service and these functionalities is dependent upon 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). The NetSuite SLAs shall not apply to this NetSuite Enterprise Edition AP 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).

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NetSuite Enterprise Edition AP Automation Cloud Service (if purchased or renewed on or after May 12, 2023)

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

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

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

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

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

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

Prerequisites:

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

Customer Responsibilities:

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

Notice:

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

The 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 a third party subcontractor, Corporate Spending Innovations ("CSI"), to assist Customer with maintaining Customer's vendor records related to payment types, including implement such virtual payment card feature. As part of the implementation of the virtual payment card feature, CSI 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 CSI 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 CSI for the purposes set forth herein.

CSI 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). The NetSuite SLAs shall not apply to this NetSuite Enterprise Edition AP 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).

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 QUICKSTART EDITION EARLY ADOPTER (FORMERLY CALLED: ORACLE NETSUITE NEW STARTER EDITION)

NetSuite Quickstart Edition Early Adopter

Customers of the NetSuite Quickstart Edition Early Adopter are authorized to access the following:

- NetSuite Quickstart Edition Early Adopter Five (5) NetSuite Quickstart Edition Early Adopter General Access Users (additional NetSuite Quickstart Edition Early Adopter General Access Users available for purchase up to the limits specified below)

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

- NetSuite Basic Service Tier is subject to the following limits:
 - Maximum of 25 NetSuite Quickstart Edition Early Adopter General Access Users
 - 10 GB File Cabinet Storage
 - 20,000 monthly transaction lines
- This Edition entitles the customer to use any of the following subject to the limitations above:
 - GL Accounting with chart of account, financial reporting, general ledger, journal entries, and period close;
 - Cash management with NetSuite Bank Connectivity Feature and reconciliation (use of the NetSuite Bank Connectivity Feature is subject to additional terms which can be found in the “NetSuite Cloud Services Supplemental Terms and Disclaimers” document found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html>;
 - General Application UI with search and navigation;
 - Order to Cash with sales orders, invoices, and billing;
 - CRM with customer 360 ;
 - Procure to Pay with vendors, purchase orders, vendor bills, and vendor credits;
 - Inventory management with inventory locations and inventory adjustments;
 - HR employee record/profile;
 - Standard operational reports.
- NetSuite Quickstart Edition Early Adopter also includes NetSuite Basic Customer Support. Support Terms can be found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/contracts.html>.

NetSuite Quickstart Edition Early Adopter General Access User

Customers of the NetSuite Quickstart Edition Early Adopter General Access User are authorized to access the following:

- NetSuite Quickstart Edition Early Adopter General Access User as specified in your order.

Usage Limits: NetSuite Quickstart Edition Early Adopter General Access User is subject to the following usage limits:

- A maximum of NetSuite Quickstart Edition Early Adopter General Access Users as defined in your order

Prerequisites: NetSuite Quickstart Edition Early Acopter