

Oracle NetSuite

Exceptions to the Hosting & Support Delivery Policies

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Table of Contents

Scope	3
<i>I. Oracle NetSuite Cloud Services Data Security Policies – Exceptions and Exclusions TO SECTION I..</i>	3
<i>I.M. Audits and Certifications.....</i>	3
<i>I.O. Disaster Recovery.....</i>	3
<i>II. Oracle NetSuite Support Services – Exceptions and Exclusions TO SECTION II</i>	3
<i>III. Oracle NetSuite Service Level Commitment – Exceptions and Exclusions TO SECTION III.....</i>	4
<i>IV. Oracle NetSuite Response Services Requirements – Exceptions and Exclusions TO SECTION IV</i>	4

SCOPE

This document applies to the Oracle NetSuite Cloud Services purchased by You and supplements the *Oracle NetSuite Hosting and Support Delivery Policies* incorporated into Your Estimate/Order Form (“order”). Section numbers correspond to the section numbers in the *Oracle NetSuite Hosting and Support Delivery Policies* (“Hosting Policies”).

The Hosting Policies do not apply to any Third Party Applications (as defined in the Agreement), any services sold by Oracle which are subject to separate terms and conditions (other than the Agreement), including but not limited to NetSuite US Payroll Service, or as otherwise specified in Customer’s Order (including in the applicable item descriptions or Service Descriptions). Additional exceptions to the Hosting Policies are outlined herein.

I. ORACLE NETSUITE CLOUD SERVICES DATA SECURITY POLICIES – EXCEPTIONS AND EXCLUSIONS TO SECTION I

I.M. Audits and Certifications

This section does not apply to the following:

- NetSuite QuickStart Edition Early Adopter (formerly called: NetSuite New Starter Edition)
- NetSuite Field Service Management (formerly called: Next Technik)

Subsection (i) (“**PCI-DSS**”) does not apply to Open Air Services

I.O. Disaster Recovery

This section does not apply to the following:

- NetSuite Connector Cloud Service
- NetSuite Point-of-Sale (POS) Cloud Service
- NetSuite QuickStart Edition Early Adopter (formerly called: NetSuite New Starter Edition)
- Non-production environment(s), including without limitation, sandbox accounts, development accounts, demo accounts, and trial accounts
- RTO does not apply to any NetSuite Suite Commerce Cloud Services (*Note: Oracle will begin the recovery process within 12 hours, but final service readiness depends on the customer’s store configuration (specifically, item volume and complexity) which may exceed the 12-hour RTO*).

II. ORACLE NETSUITE SUPPORT SERVICES – EXCEPTIONS AND EXCLUSIONS TO SECTION II

Oracle will not be required to correct any Incident caused by (i) integration of any feature, program or device to the Cloud Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Cloud Service; or (iii) use of the Cloud Service that is not in compliance with the Agreement.

III. ORACLE NETSUITE SERVICE LEVEL COMMITMENT – EXCEPTIONS AND EXCLUSIONS TO SECTION III

The NetSuite Service Level Commitment does not apply to the following:

- Any Sandbox, Release Preview, Beta, Education, Demo, Developer and/or debugger accounts, and any other non-production or test environments.
- NetSuite CPQ
- NetSuite Connector
- NetSuite Field Service Management (formerly called: Next Technik)

IV. ORACLE NETSUITE RESPONSE SERVICES REQUIREMENTS – EXCEPTIONS AND EXCLUSIONS TO SECTION IV

The Oracle NetSuite Response Services Requirements are only available for the Cloud Services listed in the table in Section IV.B (Response Services Requirements & Descriptions) of the *Oracle NetSuite Hosting and Support Delivery Policies*. The following are exceptions and limitations to CRS and PRS:

- i. CRS is not available for third-party libraries, integrations, or code not developed using SC or SCA.
- ii. PRS is not available for third-party solutions or integrations, or any physical hardware-related issues.
- iii. CRS and PRS are limited to a reproducible Severity Level 1 (Critical) issue (Customer must provide detailed instructions that allow Oracle to reproduce the specific usage that caused the Incident).
- iv. Oracle may, in its sole but reasonable discretion cease to provide CRS and PRS for any Customer that has not taken appropriate or recommended actions to remediate previously reported issues.
- v. Oracle may decline to provide CRS, for an individual Website-related error, or PRS, for an individual NSPOS-related error, if, in its sole but reasonable discretion, Oracle concludes that the level of effort required to address the error is not commercially reasonable.