

# ORACLE NETSUITE ADVANCED CUSTOMER SUPPORT

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

# Ecommerce Services

## Customer Success Services – Ecommerce: Commerce Agency Program (“CAP”)

### A. Description of Services

Oracle will provide You with the following premium support services related to Your Customer’s Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to thirty-six (36) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews; and
    - vii. Providing Built-to-Perform (“BTP”) and other website performance-related assistance.
  - b. Website Optimization (“WO”) requests that may consist of assistance with:
    - i. Providing SEO reviews; and
    - ii. Providing performance and design reviews of Your Customer’s NSE website instance.
2. Track Your utilization of the hours allocated for the Services.
3. Assess whether Your WM requests are within the scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
4. Create a report describing findings and recommendations for any WO requests.

### B. Your Obligations and Project Assumptions

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

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

#### 1. Your Obligations

- a. Prior to providing any Services to You, ensure Your Customer obtains Oracle Cloud Services (including the applicable NSE website described in the Description of Services above) under

- separate contract and maintains such Oracle Cloud Services, without interruption, during the period such Services are being provided to Your Customer.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
  - c. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
  - d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
  - g. Be responsible for any sandbox instances required by Oracle.
  - h. Be responsible for user acceptance testing ("UAT").
  - i. Be responsible for Your organizational change enablement and communication activities.
  - j. Don't film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
  - k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
  - l. Provide Oracle with authorized dedicated administrator user access to Your Customer's systems.
  - m. Be responsible for any third party payment processor fees and/or services.
  - n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Customer's Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Customer's Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
  - o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your Customer's website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
2. Project Assumptions
- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
  - b. All Services are performed remotely unless otherwise mutually agreed in writing.
  - c. All Services communication are in English.
  - d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
  - e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your Customer's system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or

refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.

- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

G. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

## Customer Success Services – Ecommerce: Starter Plan

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to thirty-six (36) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews; and
    - vii. Providing Built-to-Perform (“BTP”) and other website performance-related assistance.
  - b. Website optimization (“WO”) requests that may consist of assistance with:
    - i. Providing SEO reviews;
    - ii. Providing Key Performance Indicator (“KPI”) reviews; and
    - iii. Providing performance and design reviews of Your NSE website instance.
2. Track Your utilization of the hours allocated for the Services.
3. Assess whether Your WM requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
4. Create a report describing findings and recommendations for any WO requests.
5. Lead up to twenty-four (24), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSE website activities; and
  - b. Providing You with status updates for WM or WO requests in progress.

**B. Your Obligations and Project Assumptions**

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

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

1. Your Obligations
  - a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
  - b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
  - c. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to

cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).

- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing ("UAT").
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don't film or record Oracle's delivery of the Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. Provide Oracle with dedicated administrator user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services above and obtain all proper licenses for any such images, materials and content.

## 2. Project Assumptions

- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Your primary form of communication with Oracle outside of meetings described as a part of the Service described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

G. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

H. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

Customer Success Services – Ecommerce: Standard Plan

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to ninety six (96) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews; and

- vii. Providing Built-to-Perform (“BTP”) and other website performance-related assistance.
- b. Website optimization (“WO”) requests that may consist of assistance with:
  - i. Providing SEO reviews;
  - ii. Providing Key Performance Indicator (“KPI”) reviews; and
  - iii. Providing performance and design reviews of Your NSE website instance.
- 2. Manage utilization of the hours allocated for the Services.
- 3. Assess whether Your WM requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
- 4. Create a report describing findings and recommendations for any WO requests.
- 5. Lead up to thirty-six (36), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSE activities; and
  - b. Providing You with status updates for WM or WO requests in progress.
- 6. Set up hourly site performance monitoring for Your one (1) NSE website instance in order to assess uptime and website functionality, including response times.

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.



- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don’t film or record Oracle delivery of the Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. Provide Oracle with dedicated administrator user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services above and obtain all proper licenses for any such images, materials and content.

## 2. Project Assumptions

- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle’s prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle’s updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for “supported browsers” in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by performance monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Service described in section A above will be by email and the Oracle NetSuite case management tool.

## C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

G. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

H. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

**Customer Success Services – Ecommerce: Premium Plan**

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to one hundred forty four (144) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews;

- vii. Providing Built-to-Perform (BTP) and other website performance-related assistance.
  - b. Website optimization (“WO”) requests that may consist of assistance with:
    - i. Providing SEO reviews;
    - ii. Providing Key Performance Indicator (“KPI”) reviews; and
    - iii. Providing performance and design reviews of Your NSE website instance.
- 2. Track Your utilization of the hours allocated for the Services.
- 3. Assess whether Your WM requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
- 4. Create a report describing findings and recommendations for any WO requests.
- 5. Lead up to forty-eight (48), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSE activities; and
  - b. Providing status updates for WM or WO requests in progress.
- 6. Set up hourly site performance monitoring for Your one (1) NSE website instance in order to assess uptime and Website functionality, including response times.
- 7. Provide You with a report up to once (1) each full three (3) month period of Your Term. The report will include a rolling cumulative analysis of KPIs for Your NSE website instance, including:
  - Traffic;
  - Transactions;
  - Revenue; and
  - Conversion rate.

The KPIs will be further broken out by:

- Channel group; and
- Device type (desktop, tablet, mobile).

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.

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

## 2. Project Assumptions

- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.

- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by Performance Monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Service described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

G. Primary Point of Contact

You agree to designate a primary contact who will work together with the Oracle to facilitate an efficient delivery of Services.

H. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

## Customer Success Services – Ecommerce: Ultimate Plan

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to two hundred sixteen (216) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews;
    - vii. Providing Built-to-Perform (BTP) and other website performance-related assistance.
  - b. Website optimization (“WO”) requests that may consist of assistance with:
    - i. Providing SEO reviews;
    - ii. Providing Key Performance Indicator (“KPI”) reviews; and
    - iii. Providing performance and design reviews of Your NSE website instance.
2. Track Your utilization of the hours allocated for the Services.
3. Assess whether Your WM requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
4. Create a report describing findings and recommendations for any WO requests.
5. Lead up to forty-eight (48), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSE activities; and
  - b. Providing status updates for WM or WO requests in progress.
6. Set up hourly site performance monitoring for Your one (1) NSE website instance in order to assess uptime and website functionality, including response times.
7. Provide You with a report up to once (1) each full three (3) month period of Your Term. The report will include a rolling cumulative analysis of KPIs for Your NSE website instance, including:
  - Traffic;
  - Transactions;
  - Revenue; and
  - Conversion rate.

The KPIs will be further broken out by:

  - Channel group; and
  - Device type (desktop, tablet, mobile).
8. Provide up to three (3) hours, for each full three (3) month period of Your Term to produce a performance report that describes one (1) website's performance of page load times over the previous period with comparisons to Oracle NetSuite development standards as well as current industry benchmarks. Website pages covered in this report are:
  - Homepage;

- Search;
- Category;
- Item (Product Detail Page);
- Proceed to Checkout; and
- Login.

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

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

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

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

## 2. Project Assumptions

- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Performance monitoring does not include order placement metrics.
- h. Alerts triggered by performance monitoring are handled as an incident pursuant to the applicable Support Terms (<http://www.netsuite.com/portal/resource/terms-of-support-services.shtml>).
- i. Your primary form of communication with Oracle outside of meetings described as a part of the Service described in section A above will be by email and the Oracle NetSuite case management tool.

## C. Expenses

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

## D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

## E. Pro-rated Service Hours



Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

G. Primary Point of Contact

You agree to designate a primary contact who will work together with the Oracle to facilitate an efficient delivery of Services.

H. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

## Ecommerce Service Hours Bundle

### Customer Success Services – Ecommerce: 10-hr Bundle

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Ecommerce (“NSE”) website instance (“Services”):

1. Provide up to ten (10) hours of Services to assist You with any of the following:
  - a. Website maintenance (“WM”) requests that may consist of assistance with:
    - i. Creating new ecommerce functionality;
    - ii. Performing website updates;
    - iii. Providing web store and/or back-office scripting;
    - iv. Optimizing integrations;
    - v. Providing landing or other new pages, templates or layouts;
    - vi. Providing Search Engine Optimization (“SEO”) reviews; and
    - vii. Providing Built-to-Perform (“BTP”) and other website performance-related assistance.
  - b. Website optimization (“WO”) requests that may consist of assistance with:
    - i. Providing SEO reviews;
    - ii. Providing Key Performance Indicator (“KPI”) reviews; and
    - iii. Performance and design reviews of Your NSE website instance.

B. Your Obligations and Project Assumptions

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

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

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

1. Your Obligations

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

2. Project Assumptions

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

- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Oracle will utilize responsive design techniques for mobile websites. Responsive design will apply only to the currently popular commercial tablets (iOS and Android) that utilize standard screen ratios.
- g. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

## Point-Of-Sale (“POS”) Services

### Customer Success Services – POS: Starter Plan

#### A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Point-Of-Sale (“NSPOS”) module (“Services”):

1. Provide up to thirty six (36) hours of services which may include any of the following:
  - a. NSPOS Maintenance requests that may consist of assistance with:
    - i. Customization and scripting for NSPOS module;
    - ii. New location configuration and installation;
    - iii. Review of integrations between NSPOS module and Your website instance of the Oracle NetSuite Cloud Service;
    - iv. Performance review of a Register; and
    - v. Validation of new Oracle NetSuite Cloud Service releases.
  - b. NSPOS Sustainment requests that may consist of assistance with:
    - i. Customizations of printed receipts for shoppers;
    - ii. Custom backend reports;
    - iii. Setup and configuration of a new Register;
    - iv. Configuration or installation of Oracle’s NetSuite preconfigured payment gateways; and
    - v. Reviews of NSPOS communication error logs.
2. Assess whether Your NSPOS Maintenance and NSPOS Sustainment requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
3. Track Your utilization of the hours allocated for the Services.
4. Lead up to twenty-four (24), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSPOS module activities; and
  - b. Providing status updates for NSPOS Maintenance and NSPOS Sustainment requests in progress.

#### B. Your Obligations and Project Assumptions

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

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

1. Your Obligations

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

2. Project Assumptions

- a. Oracle will determine if recommended NSPOS module changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than 12 months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact

You agree to designate a primary contact who will work together with the Oracle to facilitate an efficient delivery of Services.

G. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

## Customer Success Services – POS: Standard Plan

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Point-of-Sale (“NSPOS”) module (“Services”):

1. Provide up to ninety six (96) hours of services for assistance with any of the following:
  - a. NSPOS Maintenance requests that may consist of assistance with:
    - i. Customization and scripting for NSPOS module;
    - ii. New location configuration and installation;
    - iii. Review of integrations between NSPOS module and Your website instance of the Oracle NetSuite Cloud Service;
    - iv. Performance review of a Register; and
    - v. Validation of new Oracle NetSuite Cloud Service releases.
  - b. NSPOS Sustainment requests that may consist of assistance with:
    - i. Customizations of printed receipts for shoppers;
    - ii. Custom backend reports;
    - iii. Setup and configuration of a new Register;
    - iv. Configuration or installation of Oracle’s NetSuite preconfigured payment gateways;

and

- v. Reviews of NSPOS communication error logs.
2. Assess whether Your NSPOS Maintenance and NSPOS Sustainment requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours to perform such requests.
3. Track Your utilization of the hours allocated for the Services.
4. Lead up to thirty-six (36), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSPOS module activities; and
  - b. Providing status updates for NSPOS Maintenance and NSPOS Sustainment requests in progress.
5. Provide a report describing findings and recommendations for any NSPOS Sustainment requests or system reviews.
6. Provide up to three (3) hours towards the following activities once (1) for each full three (3) month period of Your Term:
  - a. Provide a system review for the integration of Your Oracle NetSuite Cloud Service and NSPOS module account to identify potential data communication issues; and
  - b. Assist with remediation and/or provide recommendations for identified data communication issues.

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.

- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don’t film or record Oracle delivery of Services, Oracle resources, or any Oracle materials.
- k. You shall use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. You will provide Oracle with dedicated administrator user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.

2. Project Assumptions

- a. Oracle will determine if recommended NSPOS module changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle’s prior written consent.
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact



You agree to designate a primary contact who will work together with the Oracle to facilitate an efficient delivery of Services.

G. Other

Notwithstanding the quantity (“Qty”) amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

Customer Success Services – POS: Premium Plan

A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Point-of-Sale (“NSPOS”) module (“Services”):

1. Provide up to one hundred forty four (144) hours to of services which may include any of the following:
  - a. NSPOS Maintenance requests that may consist of assistance with:
    - i. Customization and scripting for NSPOS module;
    - ii. New location configuration and installation;
    - iii. Review of integrations between NSPOS module and Your website instance of the Oracle NetSuite Cloud Service;
    - iv. Performance review of a Register; and
    - v. Validation of new Oracle NetSuite Cloud Service releases.
  - b. NSPOS Sustainment requests that may consist of include assistance with:
    - i. Customizations of printed receipts for shoppers;
    - ii. Custom backend reports;
    - iii. Setup and configuration of a new Register;
    - iv. Configuration or installation of Oracle’s NetSuite preconfigured payment gateways; and
    - v. Reviews of NSPOS communication error logs.
2. Assess whether Your NSPOS Maintenance and NSPOS Sustainment requests are within scope of the Services provided under this section A (Description of Services) and inform You of the estimated hours of Services to perform such requests.
3. Track Your utilization of the hours allocated for the Services.
4. Lead up to forty-eight (48), one (1) hour strategic planning sessions consisting of the following tasks:
  - a. Coordinating the strategic planning sessions with You based on Your NSPOS module activities; and
  - b. Providing status updates for NSPOS Maintenance and NSPOS Sustainment requests in progress.
5. Provide a report describing findings and recommendations for any NSPOS Sustainment requests or system reviews.

6. Provide up to three (3) hours towards the following activities once (1) for each full three (3) month period of Your Term:
  - a. Provide a system review for the integration of Your Oracle NetSuite Cloud Service and NSPOS module account to identify potential data communication issues; and
  - b. Assist with remediation and/or provide recommendations for identified data communication issues.
7. Provide up to four (4) hours towards the following activities once (1) for each full three (3) month period of Your Term:
  - a. Monitoring the activities of Your Oracle NetSuite Cloud Service and NSPOS account prior to and during a critical business event identified by You;
  - b. Issue identification and communication; and
  - c. Assist with remediation or provide recommendations for identified issues.

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don’t film or record Oracle delivery of Services, Oracle resources, or any Oracle materials.

- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. Provide Oracle with dedicated administrator user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.

2. Project Assumptions

- a. Oracle will determine if recommended NSPOS module changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

G. Other

Notwithstanding the quantity ("Qty") amount listed in Your order, the actual quantity of Services purchased is always one (1). For clarification, the Qty amount listed in Your order refers to the number of months in the Term and not the actual quantity of Services purchased.

## Point-Of-Sale (“POS”) Discretionary Hours Bundle

### Customer Success Services – POS: 10-hr Bundle

#### A. Description of Services

Oracle will provide You with the following premium support services related to Your Oracle NetSuite Point-of-Sale (“NSPOS”) module (“Services”):

1. Provide up to ten (10) hours of services which may include any of the following:
  - a. NSPOS Maintenance requests that may consist of assistance with:
    - i. Customization and scripting for NSPOS module;
    - ii. New location configuration and installation;
    - iii. Review of integrations between NSPOS module and Your website instance of the Oracle NetSuite Cloud Service;
    - iv. Performance review of a Register; and
    - v. Validation of new Oracle NetSuite Cloud Service releases.
  - b. NSPOS Sustainment requests that may consist of assistance with:
    - i. Customizations of printed receipts for shoppers;
    - ii. Custom backend reports;
    - iii. Setup and configuration of a new Register;
    - iv. Configuration or installation of Oracle’s NetSuite preconfigured payment gateways; and
    - v. Reviews of NSPOS communication error logs.

#### B. Your Obligations and Project Assumptions

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

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

##### 1. Your Obligations

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.

- c. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.
- h. Be responsible for user acceptance testing ("UAT").
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don't film or record Oracle delivery of Services, Oracle resources, or any Oracle materials.
- k. You shall use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. Provide Oracle with dedicated administrator user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.

2. Project Assumptions

- a. Oracle will determine if recommended NSPOS module changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource, or in excess of fifty (50) hours per week by any Oracle resource shall require Oracle's prior written consent.
- e. Your primary form of communication with Oracle outside of meetings described as a part of the Services will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Services must be used within the Term identified in Your order. Any portion of the Services not used within the Term will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order. In order for Oracle to provide services to You after the Term, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

E. Pro-rated Service Hours

Services in section A above that are limited by a maximum number of Services hours are based on a twelve (12) month term. If the Term identified in Your order is less than twelve (12) months in duration, such maximum number of Services hours will be pro-rated accordingly.

F. Primary Point of Contact

You agree to designate a primary contact who will work together with Oracle to facilitate an efficient delivery of Services.

## NetSuite SuiteOptimize

A. Description of Services

During the Term (as defined in Your order), Oracle will provide You with the quantity of service hours specified in Your order for the following premium support services related to Your Oracle NetSuite instance (“Services”). Such Services may include any of the following:

1. Review of the Oracle NetSuite Environment

If Oracle has not performed a SuiteReview of Your Oracle NetSuite instance then Oracle will perform such review in the first two months of Services. Such review may include a review of Your business needs, current configuration, current third-party solutions being used, current integrations, current customizations, transaction volumes and outstanding needs not being met by the current solution.

2. Provide assistance that may include:

- a. Remediating requested Oracle NetSuite SuiteCloud workflows, scripts, integrations and Ecommerce sites not functioning as desired.
- b. Providing guidance on development activities in Your Oracle NetSuite instance.
- c. Providing guidance on application usage and configuration to Your Oracle NetSuite instance.
- d. Release management support that may consist of assistance with:
  - i. Providing awareness of upcoming releases with possible impacts to Your Oracle NetSuite business application or platform.
  - ii. Guidance on additional capabilities that could be leveraged.
  - iii. Regression testing of Your Oracle NetSuite instance against the upcoming release.
- e. Performance and scalability guidance and execution that may consist of assistance with:
  - i. Quarterly reporting of key performance indicators.
  - ii. Recommend changes in areas of performance or scalability.
  - iii. Managing, maintaining and modifying Your Oracle NetSuite environments to support development, testing and release activities.
- f. Optimization and sustainment guidance and execution that may consist of assistance with:
  - i. Assigning a named optimizing team with a customer success manager responsible for overall coordination, management and execution against requested Oracle NetSuite changes or integrations, which is limited to a maximum of forty (40) hours of Services per request.

- ii. Making changes to Your business process flows with Your Oracle NetSuite instance.
- iii. Oracle NetSuite integration requests.
- iv. Migration of data into Your Oracle NetSuite instance.
- g. Providing platform and systems architecture guidance that may consist of assistance with:
  - i. Defining Oracle NetSuite’s role in a multi-vendor business solutions environment including master data management and data transaction architecture.
  - ii. Informing You of the possible impacts on You of planned Oracle NetSuite road mapped improvements.
  - iii. Strategies to support, maintain and manage Oracle NetSuite environments that support adequate development, testing and release activities.
- h. Website Maintenance (“WM”) that may consist of assistance with:
  - i. Creating new ecommerce functionality.
  - ii. Performing website instance updates.
  - iii. Providing web store.
  - iv. Providing landing or other new pages, templates or layouts.
  - v. Providing Search Engine Optimization (“SEO”) reviews.
  - vi. Providing Built-to-Perform (“BTP”) and other performance-related assistance.

**B. Your Obligations and Project Assumptions**

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

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

**1. Your Obligations**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under Your order and maintain such Cloud Services for the duration of the Services provided under Your order.
- b. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- c. Provide, for all Oracle resources performing Services at your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- d. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- e. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- g. Be responsible for any sandbox instances required by Oracle.

- h. Be responsible for user acceptance testing (“UAT”).
- i. Be responsible for Your organizational change enablement and communication activities.
- j. Don’t film or record Oracle’s delivery of Services, Oracle resources, or any Oracle materials.
- k. Use commercially reasonable efforts to attend all scheduled meetings. The repeated cancellation of meetings may result in delay and inefficient use of the maximum number of hours allowed for the performance of Services above in section A.
- l. Provide Oracle with dedicated user access to Your systems.
- m. Be responsible for any third party payment processor fees and/or services.
- n. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third party application program interface (API) agreed to by Oracle.
- o. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your website as part of the Services described above and obtain all proper licenses for any such images, materials and content.
- p. If the hours of Services required for Oracle to perform the SuiteReview described in the Scope of Services above exceeds the quantity of Service hours specified in Your order, You will purchase Extended Hours (as defined below) sufficient for Oracle to complete such review.

2. Project Assumptions

- a. Oracle will determine if recommended WM changes need to be tested in a sandbox instance prior to being applied to production or can be applied directly to production.
- b. All Services are performed remotely unless otherwise mutually agreed in writing.
- c. All Services communication are in English.
- d. All Services performed outside normal business hours, performed in excess of ten (10) hours per day by any Oracle resource or fifty (50) hours per week by any Oracle resource shall require Oracle’s prior written consent.
- e. The Services described above will be limited to supported browsers. Oracle’s updated published list of supported browsers can be found on SuiteAnswers within in Your system by searching for “supported browsers” in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
- f. Your primary form of communication with Oracle outside of meetings described as a part of the Services described in section A above will be by email and the Oracle NetSuite case management tool.

C. Expenses

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

D. Unused Services

The Service hours identified in Your order must be used per month in that month. Any portion of the Services not used that month will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not



apply any portion of unused Services or fees paid, for any services other than the Services stated in Your order.

E. Extended Services

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

F. Primary Point of Contact

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