



NETSUITE INC.

TERMS OF SERVICE FOR NETSUITE APPLICATIONS

1. ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE NETSUITE STANDARD LICENSE AGREEMENT. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

2. Terms of Service. Customer acknowledges and agrees to the following terms of service, which together with the terms of the license agreement entered into between Customer and NetSuite, shall govern Customer's access and use of the Service (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement signed by Customer. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently purchased by the Customer will be subject to this Agreement.

2.1. Customer Must Have Internet Access. Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web. Customer understands that DSL, cable, or other high speed Internet connection is required for proper performance of the Service.

2.2. Accuracy Of Customer's Contact Information. Customer agrees to provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

2.3. Passwords, Access, And Notification. Customer may designate up to the number of users under Customer's account that corresponds to the number of Seats purchased by Customer. Customer may provide and assign unique passwords and user names to each authorized user for each Seat purchased. Customer agrees that Customer is prohibited from sharing passwords and/or user names with any unauthorized user. Customer will be responsible for the confidentiality and use of Customer's user's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. NetSuite will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify NetSuite if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number.



2.4. Customer's Lawful Conduct. The Service allows Customer to send Electronic Communications directly to NetSuite and to third-parties. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, export and anti-spam legislation and shall obtain any permits or licenses required for such compliance. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by NetSuite. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Service, or by creating Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by NetSuite. Neither Customer, nor someone acting on Customer's behalf, will use the Service to target for solicitation any NetSuite customers for purposes of providing any competitive product. Customer shall ensure that any use of the Service by Customer's employees (or Customer's other authorized users) is in accordance with the terms and conditions of this Agreement.

2.5. Third-Party Software. Customer agrees to use third party software necessary for accessing the Service, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by NetSuite. Until notified otherwise by NetSuite, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by NetSuite and to follow logon procedures for services that support such protocols. Customer agrees that NetSuite is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software; or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet, which are not owned or operated by NetSuite.

2.6. Transmission Of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to NetSuite's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by NetSuite. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that NetSuite is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by NetSuite, including, but not limited to, the Internet.



2.7. Links/Third-Party Data. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because NetSuite has no control over such sites and resources, Customer agrees that NetSuite is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. In addition, Customer agrees that NetSuite is not responsible for any and all third-party information that may be provided to Customer through the Service (e.g. through the integration of the Service with a third party online application).

2.8. NetSuite's Support. NetSuite will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with User Guides, Knowledge Base and online help, as well as optional and "for fee" training classes. NetSuite also offers customer support and professional services consultation. Customer acknowledges that NetSuite has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of NetSuite or engaging NetSuite or other NetSuite authorized implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service or to enjoy the power and potential of the Service.

2.9. Trademark Information. NetSuite®, the NetSuite logo®, NetCRM®, NetERP™, SuiteFlex™, the NetCRM logo™, and other NetSuite service marks, logos and product and service names are marks of NetSuite (the "NetSuite Marks"). Customer agrees not to display or use the NetSuite Marks in any manner without NetSuite's express prior written permission.

2.10. Confidential Information. For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section 2.10 will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other as a result of any other relationship between the parties other than in the course of performance under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.



2.11 Suite Upgrades. In the event that during the Term Customer upgrades its suite to one of higher functionality, Customer agrees that it cannot subsequently revert to the original suite without incurring significant professional services charges to manually affect that conversion which is equivalent to implementing a new account.

2.12 Storage Limits. NetSuite currently limits the amount of database storage to 10GB. Any customers using database storage in excess of this limit will be charged additional fees.

2.13 License From Customer. Customer understands and agrees that it is NetSuite's practice to make tape back up copies of the Customer Data in Customer's account. Customer acknowledges and agrees that NetSuite may store and maintain such data for approximately one year (unless legally required to maintain such Customer Data longer). Subject to the terms and conditions of this Agreement, Customer grants NetSuite a limited non-exclusive non-transferable (except in connection with an assignment under Section 9 of the signed agreement) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Service to Customer. Customer agrees that the license to store and maintain Customer Data shall survive the termination of this Agreement for approximately one year for the sole purpose of storing backup Customer Data at NetSuite's offsite storage facility. Subject to the terms of this Agreement, NetSuite agrees that, as between Customer and NetSuite, Customer Data shall at all times be considered the property of Customer.

3. Warranties.

3.1. Warranty Of Functionality. NetSuite warrants to Customer during the Term that the Service will achieve in all material respects the functionality described in the User Guides applicable to the products purchased by Customer and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. NetSuite does not warrant that the Service will be error-free. Customer's sole and exclusive remedy for NetSuite's breach of this warranty shall be that NetSuite shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and other related documentation and if NetSuite is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service for the terminated portion of the Term. NetSuite shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@NetSuite.com.

3.2. Service Level Warranty. NetSuite warrants that during the Term that NetSuite will meet the service level specified in the "Service Level Commitment" listed on Schedule I hereto, which is hereby incorporated by reference. In the event that NetSuite fails to achieve the applicable service level in any month, Customer will be entitled, as its sole and exclusive remedy, to a credit in accordance with the terms set forth in the Service Level Commitment. Customer agrees that NetSuite's system logs and other records shall be used for calculating any service level events.



3.3. Security, Data Integrity And Backup Warranty. NetSuite warrants during the Term of this Agreement that NetSuite will use commercially reasonable efforts to safeguard and accurately maintain Customer Data, utilizing at a minimum industry standard security and backup procedures. In the event of a breach of this provision, NetSuite will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data as quickly as possible but in any case not to exceed three (3) business days.

3.4. Non-Infringement Warranty. NetSuite warrants that it is the sole owner and has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein will in any way constitute an infringement or other violation of any copyright or trademark of any third party.

3.5. Other Warranty. NetSuite warrants that the Service shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

- 4. Disclaimer Of Warranties.** EXCEPT AS STATED IN SECTION 3 ABOVE, NETSUITE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 3 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY NETSUITE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 3 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.
- 5. Limitations Of Liability.** CUSTOMER AGREES THAT THE CONSIDERATION WHICH NETSUITE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY NETSUITE OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OR DISCLOSURE OF CUSTOMER DATA, LOST REVENUE, LOST PROFITS, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. Except with regard to amounts due under this Agreement, and a party's breach of Section 2.10, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. In the event of a breach of Section 2.10 of this Agreement, the maximum liability of either party shall be an amount equal to five (5) times the equivalent of 12 months of license fees applicable at the



time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the license of the Service and that, were NetSuite to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6 BELOW

6. Indemnification.

6.1. Infringement. NetSuite will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from the infringement of any copyright, trademark, or misappropriation of a trade secret relating to the Service; provided that Customer (a) promptly gives NetSuite notice of the claim, suit, action, or proceeding; (b) gives NetSuite sole control of the defense and related settlement negotiations; and (c) provides NetSuite with all reasonably available information and assistance necessary to perform NetSuite's obligations under this paragraph. If the Service is held to infringe, NetSuite will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; or (b) to replace the Service with a non-infringing Service. Provided that NetSuite complies with this Section 6.1, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for the terminated portion of the Term.

6.2. Disclosure Of Customer Data. NetSuite will indemnify, defend and hold Customer harmless from and against any Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result directly from NetSuite's gross negligence in preventing unauthorized access to confidential Customer Data or NetSuite's willful misconduct in disclosing Customer Data, as determined by a court of competent jurisdiction in connection with a claim by a third party alleging a breach of confidentiality. NetSuite will indemnify Customer up to an amount equal to five (5) times the equivalent of 12 months of license fees applicable at the time of the event, from and against any Losses incurred by Customer with respect to any third party claim, suit, action, or proceeding arising out of or relating to NetSuite's breach of Section 2.10 of this Agreement (which breach does not rise to the level of gross negligence in preventing unauthorized access to confidential Customer Data or willful misconduct in disclosing such confidential Customer Data as described in this Section 6.2). NetSuite's indemnification obligations under this Section 6.2 are expressly premised upon Customer (a) promptly giving NetSuite notice of any such third party claim, suit, action, or proceeding; (b) giving NetSuite sole control of the defense and related settlement negotiations; and (c) promptly providing NetSuite with all reasonably available information and assistance necessary to perform NetSuite's obligations under this Section 6.2. Provided that NetSuite complies with this Section 6.2, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for the terminated portion of the Term.



6.3. Customer's Indemnity. Customer shall indemnify, defend, and hold NetSuite harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against NetSuite which arise out of or result from a claim by a third-party (i) alleging that the Customer Data or any trademarks or service marks other than NetSuite Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 2.4 and 2.10 above, provided that NetSuite (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.

6.4. Survival. The indemnification obligations contained in this Section 6 shall survive termination of this Agreement for one year.

7. Suspension/Termination.

7.1. Suspension For Delinquent Account. NetSuite reserves the right to suspend Customer's access to and/or use of the Service (and that of any other customer of NetSuite that controls, is controlled by, or is under common control with Customer) (a "Customer Affiliate") for any accounts for which any payment is due but unpaid but only after NetSuite has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice ("Delinquent Account Status"). NetSuite also reserves the right to suspend Customer's access and/or use of the Service in the event that any Customer Affiliate account is in Delinquent Account Status. Customer agrees that NetSuite shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this Section 7.1.

7.2. Suspension For Ongoing Harm. Customer agrees that NetSuite may with reasonably contemporaneous telephonic notice to Customer suspend Customer's access to the Service if NetSuite reasonably concludes that Customer is using the Service to engage in denial of service attacks, spamming, or using the Service to engage in illegal activity, and/or Customer's use of the Service is causing immediate, material and ongoing harm to NetSuite or others. In the extraordinary event that NetSuite suspends Customer's access to the Service, NetSuite will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer agrees that NetSuite shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section 7.2.

7.3. In The Event of Breach. Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Following receipt of such Notice, the alleged breaching party shall have thirty (30) days to cure such alleged breach, after which time the Agreement shall terminate only if the alleged breach was not cured. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that NetSuite shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on NetSuite's part, NetSuite shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.



7.4. Handling Of Customer Data In The Event Of Termination. Customer agrees that following termination of Customer's account and/or use of the Service, NetSuite may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be able to delete Customer's account and related Customer Data from NetSuite's "live" site, while retaining Customer Data offsite storage. However, in the event that Customer's Service with NetSuite terminates, NetSuite will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to NetSuite. Customer further agrees that NetSuite shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that NetSuite is in compliance with the terms of this Section 7.4.

8. Modification To Or Discontinuation Of The Service. NetSuite reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that NetSuite modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, NetSuite, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that NetSuite is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction), Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for the terminated portion of the Term. Customer acknowledges that NetSuite reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that NetSuite shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section 8.

9. Modification To The Terms Of Service. These Terms of Service may be amended by NetSuite in its discretion by providing thirty days advance notice to a user designated as an administrator of your NetSuite account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.



Schedule I

SERVICE LEVEL COMMITMENT FOR SUBSCRIBERS OF NETSUITE

Service Level Commitment

NetSuite commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times.

If in any month this uptime commitment is not met by NetSuite and Customer was negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), NetSuite shall provide, as the sole and exclusive remedy, a service credit equal to one month's fee for the use of the Service.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. NetSuite hereby provides notice that every Saturday night 10:00pm - 10:20pm Pacific Time is reserved for routine scheduled maintenance for use as needed.

NetSuite in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Credit Request

In order to receive a credit under this service level commitment, Customer must request it simply by emailing NetSuite at billing@netsuite.com, within five days of the end of the applicable quarter. If Customer submits a credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a credit. Customers who are past due or in default with respect to any payment or any material contractual obligations to NetSuite are not eligible for any credit under this Service Level Commitment. The service credit is valid for up to two years from the quarter for which the credit was issued. NetSuite shall calculate any service level downtime using NetSuite's system logs and other records.

Updates/Notice

This Service Level Commitment may be amended by NetSuite in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your NetSuite account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer's account.

Exclusion of Sandbox and Beta Accounts

NetSuite Sandbox, Beta and debugger accounts and other test environments are expressly excluded from this or any other service level commitment.