

NETSUITE SUPPORT SERVICES

Subject to your procurement of Support Services (as defined herein), these Support Services terms (the "Support Terms") describe Oracle's provision of Support Services to you ("Customer") pursuant to the terms of the Agreement and the terms hereof in accordance with the level of Support Services that you have procured or are otherwise entitled to.

1. DEFINITIONS.

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the Agreement:

"Advanced Customer Support" is a managed service which Oracle offers on a subscription basis. Advanced Customer Support is provided by Oracle to assist customers in their use of the Services or specific components of the Remote Software Service.

"Agreement" means the applicable agreement(s) that provide you with access to Services.

"Alternative Solution" means a solution or correction to an incident that allows the Remote Software Service to function substantially in accordance with the User Guides.

"Authorized Contacts" means the named Customer employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Remote Software Service to perform the Customer's obligations under these Support Terms; (ii) are responsible for all communications with Oracle regarding these Support Terms, including case submission and Incident reports; and (iii) who are authorized by Customer to request and receive Support Services for the Remote Software Service on behalf of the Customer.

"Basic Support" is Oracle Offshore's basic Support Services described herein, which is included in a current subscription to the Remote Software Service. In addition, Basic Support expands the coverage for Severity 1 issues to 24x7.

"Business Days" are Monday to Friday during Normal Support Hours, excluding Oracle company holidays.

"Enhancement Request" means a request by Customer to add functionality or enhance performance beyond the specifications of the Remote Software Service and are not included as part of Support Services.

"First Level Support" means any support relating to calls from Customer's customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

"Premium Support" means Oracle's enhanced level of Support Services. In addition to the Basic Support Services described herein, if Customer is entitled to Premium Support, the Normal Support Hours for Severity 1 and Severity 2 issues will be expanded to 24x7 coverage with improved Response Time Goals and additional Authorized Contacts are provided.

"Incident" means a single support question or reproducible failure of the Remote Software Service to substantially conform to the functions and/or specifications as described in User Guides and reported by an Authorized Contact.

"Normal Support Hours" are 8:00 a.m. to 6:00 p.m. on Business Days in the time zone of the address for the Customer's headquarters listed on the Agreement.

"Oracle" refers to Oracle China and Oracle Offshore, and any one of them, as appropriate.

"Oracle China" refers to Oracle (China) Software Systems Co, Ltd.

"Oracle Offshore" refers to Oracle Corporation and/or any majority owned subsidiary of Oracle Corporation worldwide (excluding Oracle China).

"Remote Software Service" means, collectively, the NetSuite online business application suite (and any optionally procured modules) (the "NetSuite Service") and/or the OpenAir online Professional Services Automation application suite (and any optionally procured modules) (the "OpenAir Service") as described in the applicable User Guides that is procured by Customer from Oracle China in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services. Remote Software Service distributed by Oracle China to Customer will be performed by Oracle Offshore and/or its subcontractors, subject to the terms and conditions of Subscription Service Agreement.

"Response Time" means the targeted time period within which Oracle Offshore will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Oracle receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

"Severity Level" means the Severity Levels 1-4 as defined below:

"Severity Level 1 or S1 (Critical)" means an Incident where Customer's production use of the Remote Software Service is stopped or so severely impacted that the Customer cannot reasonably continue business operations. It may result in a material and immediate interruption of Customer's business operation that will cause a loss of Customer data and/or restrict availability to such data and/or cause significant financial impact.

"Severity Level 2 or S2 (Significant)" means an Incident where one or more important functions of the Remote Software Service are unavailable with no acceptable Alternative Solution. Customer's implementation or production use of the Remote Software Service is continuing but not stopped; however, there is a serious impact on the Customer's business operations.

"Severity Level 3 or S3 (Less Significant)" means an Incident where: (a) important Remote Software Service features are unavailable but an Alternative Solution is available, or (b) less significant Remote Software Service features are unavailable with no reasonable Alternative Solution; Customers experience a minor loss of business operation functionality and/or an impact on implementation resources, or (c) Customer poses questions regarding basic functionality of the Remote Software Service. This category is only available to Customers purchasing Premium Support.

"Severity Level 4 or S4 (Minimal)" means an Incident that has a minimal impact on business operations or basic functionality of the Remote Software Service. This category is only available to Customers purchasing Premium Support.

"SuiteAnswers" is the online support portal that is accessible 24x7.

NETSUITE SUPPORT SERVICES

“**Support Services**” means the support services for the Remote Software Service provided by Oracle Offshore and distributed by Oracle China under the terms set forth herein and as further defined in the Agreement, but do not include First Level Support or Enhancement Requests. Support Service levels include Basic and Premium. Customer’s level of Support Services shall be determined by the level of Support Services that such Customer has procured or is otherwise entitled to. Support Services are provided in the English language. Support Services may be provided in other languages if and when available at Oracle’s sole discretion.

“**Test Case**” means Customer’s instructions that allow Oracle to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS.

2.1 Subject to the terms contained herein, Oracle Offshore shall address all Incidents which may arise from Customer’s use of the Remote Software Service in accordance with Sections 4 and 5 below.

2.2 Oracle shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Remote Software Service made by the Customer or any third party, including those that are made using SuiteScript or JavaScript; (b) First Level Support, which shall be provided by Customer; (c) Enhancement Requests; or (d) any items excluded pursuant to Section 5.

2.3 Oracle may offer Professional Services or Advanced Customer Service to help resolve issues that fall outside the scope of the Support Services. Any engagement of Professional Services or Advanced Customer Service shall be provided under a separate agreement and shall be subject to the Agreement or Oracle’s then-current consulting fees and terms.

3. TERMINATION.

Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support Terms shall terminate upon expiration or termination of the Agreement or expiration or termination of Customer’s right to access the applicable Remote Software Service.

4. INCIDENT REPORTING AND RESPONSE TIMES.

4.1 Authorized Contacts. All reports of Incidents must be made to Oracle Offshore by the Authorized Contact(s). The primary method for a Customer to report an Incident is via SuiteAnswers. The foregoing notwithstanding, Customers procuring Basic Support may notify Oracle of S1 incidents via telephone if Customer’s access to SuiteAnswers is unavailable. Customer’s procuring Premium Support may notify Oracle of S1 and S2 Incidents via telephone if Customer’s access to SuiteAnswers is unavailable. The Customer may substitute Authorized Contact(s) from time to time by giving Oracle prior written notice, including the relevant contact information for any new Authorized Contact.

Permitted number of qualified Authorized Contacts:
 Basic Support.....2
 Premium Support:.....4

4.2 Required Information. All Incident reports must, if applicable, include the following:

- a) The Customer’s identification number which Oracle shall provide to the Customer soon after the Effective Date of these Support Terms.
- b) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported.

- c) Exact wording of all related error messages.
- d) A full description of the Incident and expected results.
- e) Any special circumstances surrounding the discovery of the Incident.
- f) For S1 Incidents, provide an additional point of contact.

Oracle may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support Oracle Offshore’s provision of the Support Services described herein.

4.3 Severity Levels. Oracle will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Oracle may reclassify Incidents based on the current impact on the Remote Software Service and business operations as described in the Severity Level definitions. In the event Oracle determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms.

4.4 Oracle’s Obligations. Oracle Offshore will make available Support Services access during Normal Support Hours for the Customer to report Incidents and receive assistance. On receipt of an Incident report, Oracle Offshore shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

- a) Confirm receipt of the Incident report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident.
- b) Work with Customer to set a severity level for the Incident based on the criteria set forth herein.
- c) Analyze the Incident and verify the existence of the problem.
- d) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5 Response Time Goals.

	Severity 1 (“S1”)	Severity 2 (“S2”)	Severity 3 (S3)	Severity 4 (S4)
Basic Support	2 hours	Not Applicable ¹	Not Applicable ²	Not Applicable
Premium Support	1 hour	2 hours	8 hours	2 Business Days

¹ **Note:** for customers who purchased support prior to Dec 1, 2019. S2 response time is 4 hours

² **Note:** for customers who purchased support prior to Dec 1, 2019. S3 response time is 2 business days

4.6 Customer’s Obligations.

a) Oracle Offshore’s obligation to provide Support Services under these Support Terms is conditioned upon the Customer: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) having valid access to the Remote Software Service; (c) providing Oracle with all reasonable assistance and providing Oracle with data, information and materials as that are reasonably necessary; (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Remote Software Service; (e) providing all First Level Support; (f) providing appropriate contact information for all Authorized Contacts(s); (g) utilizing SuiteAnswers knowledge base for self-help research of known solutions, and (h) utilizing SuiteAnswers incident reporting portal to log all incident cases, except for Basic Support customers who are permitted to log S1 incidents and Premium Support

NETSUITE SUPPORT SERVICES

customers who are permitted to log S1 and S2 incidents via telephone as set forth in Section 4.1.

b) For the duration of the initial term and any elected renewal term(s) during which Customer has purchased Support Services, Customer shall purchase and maintain the same level of Support Services for all users of the Remote Software Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

5. EXCLUSIONS FROM SUPPORT SERVICES.

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