

## **SERVICE LEVEL COMMITMENT**

### **Service Level Commitment**

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

If in any calendar quarter this uptime commitment is not met by Oracle 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), Oracle 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. Oracle hereby provides notice that every Saturday night 10:00pm - 10:20pm Pacific Time is reserved for routine scheduled maintenance for use as needed. For the Monexa Services only, Oracle hereby provides notice that every Wednesday night between 11:30pm – 4:00am Pacific Time is reserved for routine scheduled maintenance for use as needed.

Oracle 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 Oracle at [billing@netsuite.com](mailto: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 Oracle 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. Oracle shall calculate any service level downtime using Oracle's system logs and other records.

### **Updates/Notice**

This Service Level Commitment may be amended by Oracle 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 applicable 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**

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

Note: If you have contracted with NetSuite K.K., then all references herein to "Oracle" shall refer to "NetSuite."