

## ORACLE NETSUITE TRIAL ACCOUNT AGREEMENT

**IMPORTANT - READ CAREFULLY:** THIS ORACLE NETSUITE TRIAL ACCOUNT AGREEMENT (“**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN YOU (AS DEFINED BELOW) AND ORACLE AMERICA, INC BY SELECTING “**I AGREE**” AND/OR ACCESSING OR OTHERWISE USING THE DEMONSTRATION ACCOUNT ENABLED FOR YOU BY ORACLE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK ON THE “**CANCEL**” BUTTON AND/OR DO NOT INSTALL OR OTHERWISE USE THE DEMONSTRATION ACCOUNT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOU PERSONALLY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, OR UPON THE COMPANY ON BEHALF OF WHICH YOU ARE ACTING. PLEASE READ THIS AGREEMENT CAREFULLY AND PRINT OUT A COPY FOR YOUR RECORDS. THIS AGREEMENT SUPERSEDES ALL PREVIOUS VERSIONS. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE YOU CLICK, “**I AGREE.**”

### 1. DEFINITIONS.

1.1. “**AI Functionality**” means artificial intelligence functionality supported by AI Systems (as defined in the Oracle AI Terms) in the NetSuite Service Offerings.

1.2. “**Third Party AI Provider Terms**” mean the additional terms and conditions for a given AI large language model (“**LLM**”) that govern Your use of the AI Functionality. For NetSuite Cloud Services, the Third Party AI Provider Terms can be found in the **Oracle NetSuite Hosting & Support Delivery Policies** or the **NetSuite Cloud Services: Supplemental Terms and Conditions** found online at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>. For NetSuite-branded Oracle Cloud Services, the Third Party AI Provider Terms can be found in the **Service Specifications** (if applicable) found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>.

1.3. “**Customer**” or “**End User**” means a third party that is licensed to use the NetSuite Cloud Services or NetSuite-branded Oracle Cloud Services for its own internal business operations.

1.4. “**Demo Account Period**” or “**Service Period**” means the period specified in the Exhibit applicable to the Demo Account Type.

1.5. “**Demo Account Type**” means Oracle currently has the following Demonstration Account use cases: (a) NetSuite Trial Accounts for Customers and Prospective Customers; (b) NetSuite Standard Demonstration Accounts for Oracle NetSuite Partners, (c) NetSuite Training Demonstration Accounts for Training Services; (d) NetSuite University Demonstration Accounts for Professors and Students; (e) NetSuite Developer Demonstration Accounts for Partners, (f) SuiteProjects Pro Demonstration Accounts for Partners, and (g) Demonstration Accounts for NetSuite-branded Oracle Cloud Services.

1.6. “**Demonstration Account**” or “**Demo Account**” means a non-production, temporary account that provides access to and the ability to use some or all of the features of the NetSuite Service Offerings. Demonstration Accounts may be populated with fabricated sample data in order to facilitate a more illustrative demonstration experience, as determined solely by Oracle.

1.7. “**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the NetSuite Service Offerings.

1.8. “**NetSuite-branded Oracle Cloud Service(s)**” means the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) which may have been re-branded for NetSuite and are sold to Customer for the sole and express purpose of being used with the NetSuite Cloud Service(s) Customer has separately procured, are procured from Oracle in an order, and are subject to Oracle’s Cloud Services Agreement (or other equivalent agreement), and as further defined in the applicable Service Specifications, but excluding professional services.

1.9. “**NetSuite Cloud Service(s)**” means, the NetSuite online business application suite (the “**NetSuite ERP Cloud Service**”) including the NetSuite SuiteCommerce branded products and services (the “**NetSuite SuiteCommerce Cloud Service**”), or the SuiteProjects Pro Online Professional Services Automation application suite (the “**NetSuite SuiteProjects Pro Cloud Service**”) that is procured from Oracle in an order, and subject to the Oracle NetSuite Subscription Services Agreement, including associated offline and sync components, but excluding third party applications, support services, professional services and the NetSuite-branded Oracle Cloud Services.

1.10. “**NetSuite Partner Agreement**” means, collectively, the NetSuite Solution Provider Agreement, the NetSuite Alliance Partner Agreement, and the NetSuite SuiteCloud Developer Network Agreement.

1.11. “**NetSuite Partner Program Guidelines**” means the partner program guidelines document that is incorporated into the applicable NetSuite Partner Agreement.

- 1.12. **“NetSuite Service Offerings”** means the NetSuite Cloud Services and the NetSuite-branded Oracle Cloud Services.
- 1.13. **“On-Going Demonstration Account”** means that Oracle will maintain Your Information stored in the NetSuite Cloud Service until the earlier of the (i) end of the Demo Account Period, or (ii) the termination or expiration date of the applicable NetSuite Partner Agreement.
- 1.14. **“Oracle Artificial Intelligence Terms”** or **“Oracle AI Terms”** means the terms found online at <https://www.oracle.com/contracts/cloud-services/> (or by searching for “Oracle AI Terms” at <https://www.oracle.com/contracts/a-z/contract-documents/>) which apply to Artificial intelligence Functionality in the NetSuite Service Offerings. The term “Cloud Services” in the Oracle AI Terms shall have the same meaning as NetSuite Service Offerings defined herein.
- 1.15. **“Oracle content”** means: (a) the NetSuite Service Offerings, (b) Oracle data, (c) Oracle cloud services documentation including the User Guides, and (d) programs owned or licensed by Oracle to which Oracle grants You access as part of the Demonstration Account.
- 1.16. **“Oracle data”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by Oracle.
- 1.17. **“Promotional Materials”** refers to the pictures, screen shots, multimedia demonstrations and documentation created by You to promote the NetSuite Service Offerings.
- 1.18. **“Service Specifications”** means, for the purpose of this Agreement, the following documents: (a) the Oracle Cloud Hosting and Delivery Policies, the User Guides, the Oracle service descriptions, and the Oracle Corporate Security Practices; (b) and Oracle’s privacy policies, all available at <https://www.oracle.com/contracts/cloud-services/>. For purposes of this Agreement, Service Specifications also includes Oracle AI Terms.
- 1.19. **“User Guides”** mean the online English language user guides for the NetSuite Service Offerings, accessible via login at <https://www.netsuite.com> (under “Help”) or included in the Oracle documentation available at <https://docs.oracle.com/en/cloud/index.html>, as updated from time to time.
- 1.20. **“You”** and **“Your”** refer to the entity that has entered into this agreement or if You have entered into a NetSuite Partner Agreement, “You” and “Your” shall refer to the partner entity defined in and authorized to access and use a Demo Account under such NetSuite Partner Agreement.
- 1.21. **“Your Information”** means all text, files, images, graphics, illustrations, data, information, audio, video, photographs and other content and material, in any format, provided by You that reside in, or run on or through, the NetSuite Service Offerings.

## 2. LICENSE RIGHTS AND RESTRICTIONS.

2.1 Oracle, at its sole discretion, grants You a nontransferable, nonexclusive, worldwide, royalty-free, limited license during the Demo Account Period to use the Oracle content applicable to Your Demo Account Type in accordance with the terms set forth in Exhibits A - G to this agreement applicable to Your Demo Account Type. The license grant set forth in this paragraph may be modified by and is subject to the terms set forth in Exhibits A – G to this Agreement applicable to Your Demo Account Type. You may allow users to use the Oracle content applicable to Your Demo Account Type as set forth in Exhibits A – G to this Agreement and are responsible for their compliance with this Agreement and Your order, as applicable.

2.2 You may not, and may not cause or permit others to (a) use the NetSuite Service Offerings to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred, or harm; send unsolicited bulk e-mail, junk mail, spam, or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the NetSuite Service Offerings; (c) perform or disclose any performance or vulnerability testing of the NetSuite Service Offerings without Oracle’s prior written approval, (d) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the NetSuite Service Offerings; (e) use the NetSuite Service Offerings to perform cyber currency or crypto currency mining ((a) through (e) collectively, the **“Acceptable Use Policy”**). In addition to the other rights that Oracle has in the Agreement and the Oracle order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2.3 **Additional Restrictions.** You may not:

- (a) remove, modify, or obscure any program marking, proprietary markings, or any notice of Oracle’s or its licensors’ proprietary rights in the NetSuite Service Offerings;

- (b) license, sell, rent, lease, transfer or assign or otherwise make the NetSuite Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific NetSuite Service Offerings You have acquired) or reproduce, display, disclose, distribute or use the Oracle content or Promotional Materials except as expressly set forth in this Agreement or in Your order (as applicable);
- (c) create derivative works, cause or permit reverse engineering, disassembly, or decompilation of NetSuite Service Offerings (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the NetSuite Cloud Services, the NetSuite-branded Oracle Cloud Services or Oracle content);
- (d) use the NetSuite Service Offerings in a manner that misrepresents Your relationship with Oracle or is otherwise misleading or that reflects negatively on Oracle;
- (e) Use the NetSuite Service Offerings for Your own internal business operations or for any commercial or production purpose;
- (f) Access or use the Oracle content or Promotional Materials in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle;
- (g) Engage in any conduct that may be detrimental to Oracle or to the NetSuite Service Offerings; or
- (h) Enter into any agreement which requires You to take any actions that are in conflict with the terms of this Agreement.

#### 2.4 Data.

Oracle will maintain Your Information in accordance with the applicable Demo Account Type. Oracle has no obligation to monitor Your Information, but at its sole discretion, may access, monitor, and/or review Your activity, and Your Information in the NetSuite Service Offerings, as applicable. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Your Information. You will not include any production data in Your Information or use the Oracle content for any commercial purpose except as specifically provided in this Agreement and Your Oracle order, as applicable. You will obtain at Your sole expense any rights and consents from third parties necessary for Your Information and any other third party content or vendors' products provided by You that You use with the NetSuite Service Offerings, including such rights and consents as necessary for Oracle to provide the NetSuite Service Offerings under the Oracle order, as applicable.

Oracle makes no assurances that any of Your Information will be secured or that such data will remain confidential. Accordingly, Oracle advises that You not place any personal information, confidential information or other sensitive or production data into the NetSuite Service Offerings. You acknowledge that the NetSuite Service Offerings are not designed for use with personal information, confidential information or other sensitive or production data (including business content). As used herein, "personal information" shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under applicable data protection law. The Oracle Data Processing Agreement for Oracle Services does not apply to any NetSuite Service Offerings or Your Information under this Agreement.

**ORACLE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE NETSUITE SERVICE OFFERINGS, INCLUDING BUT NOT LIMITED TO ANY OF YOUR INFORMATION. ANY CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED.**

### 3. BRANDING AND MARKETING.

When demonstrating the Oracle content and/or the Promotional Materials to any actual or potential partners or End Users, You shall indicate that the Oracle content is licensed from Oracle, and You will not alter, remove or obscure any of Oracle's branding, copyright notices or indications of origin visible in the demonstration of the Oracle content or Promotional Materials. If requested by Oracle, You will provide Oracle with copies of the Promotional Materials created and/or modified by You and will address any modifications proposed by Oracle. If the parties are unable to reach an agreement on any such modifications, You will terminate any and all use of the associated Promotional Materials subject to Your survival rights as set forth below in Section 18.

### 4. USER ACCOUNTS.

You shall authorize access to and assign unique passwords and user names to Your users. You will be responsible for the confidentiality and use of Your users passwords and user names. You will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Your Information, and all other data of any kind contained within emails or otherwise entered electronically

through the NetSuite Service Offerings or under Your Demo Account. Oracle will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by You. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the NetSuite Service Offerings and shall promptly notify Oracle of any unauthorized access or use of the NetSuite Service Offerings and any loss or theft or unauthorized use of any user's password or name and/or NetSuite Service Offerings account numbers.

**5. UNSOLICITED COMMUNICATIONS.**

You agree that You will not send any unsolicited communication to third party participants through any NetSuite Service Offerings channel (email, instant messaging, documents, etc.).

**6. FEEDBACK.**

Any ideas, feedback, suggestions, requests, questions, comments, results of Your testing and evaluation of the Demonstration Account and the NetSuite Service Offerings ("**Feedback**") will be the property of Oracle. You hereby assign and agree to assign to Oracle all rights, title and interest worldwide in and to such Feedback and the related intellectual property rights and agrees to assist Oracle, at Oracle's expense, in perfecting and enforcing such rights.

**7. OWNERSHIP.**

Oracle or its licensors retain all ownership and intellectual property rights to the NetSuite Service Offerings, methodologies, and Oracle content. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and provided to You under this Agreement ("**Deliverables**"), and any additional Oracle resources. All other rights are reserved, and this Agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this Agreement.

**8. CONFIDENTIALITY OBLIGATIONS.**

You agree and acknowledge that the NetSuite Service Offerings contain proprietary and trade secret information that is the sole and exclusive property of Oracle and that You may obtain information relating to Oracle and the NetSuite Service Offerings which You know, or has reason to know, is of a confidential and/or proprietary nature ("**Confidential Information**"). Confidential Information shall include, without limitation, the Feedback and the specific design and structure of the Service. You shall, at all times, both during the term of this Agreement and at all times thereafter, keep in confidence and trust all of the Confidential Information provided to You. You shall not use the Confidential Information other than as necessary to exercise Your rights under this Agreement. You shall take all reasonable steps to prevent unauthorized disclosure or use of the Confidential Information and to prevent it from falling into the public domain or into the possession of unauthorized persons. You shall not disclose Confidential Information to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into written confidentiality agreements with You which protect the Confidential Information containing terms and conditions at least as protective of Oracle's rights as the terms and conditions herein. These obligations shall not apply to the extent that Confidential Information includes information which: (a) is, or, through no act or failure to act of You, becomes publicly known; or (b) is approved for release by written authorization of Oracle.

**9. NO WARRANTY.**

The Demonstration Accounts are provided to You solely for the purpose of evaluation and use on an "AS IS" basis and without warranty. ORACLE DOES NOT REPRESENT THAT YOUR USE OF THE DEMONSTRATION ACCOUNT WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE NETSUITE SERVICE OFFERINGS WILL MEET YOUR REQUIREMENTS OR THAT ALL ERRORS IN THE NETSUITE SERVICE OFFERINGS AND/OR ORACLE CONTENT WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE NETSUITE SERVICE OFFERINGS AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES.

**10. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) ARISING OUT OF THE USE OF THE DEMONSTRATION ACCOUNT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Oracle's aggregate liability for all damages arising out of or related to the Demonstration Account, whether contract or tort, or otherwise, shall in no case exceed one thousand U.S. dollars (USD\$1,000).

## 11. SUSPENSION; TERM AND TERMINATION.

11.1 **Suspension.** We may suspend Your access to or use of the Demonstration Account if we believe (a) there is a significant threat to the functionality, security, integrity, or availability of the NetSuite Service Offerings or any content, data, or applications in the NetSuite Service Offerings; (b) You are accessing or using the Demonstration Account to commit an illegal act; or (c) there is a violation of the terms of the Agreement. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Demonstration Account promptly after we determine that the issue causing the suspension has been resolved.

11.2 **Term and Termination.** This Agreement is effective as of the date of Your acceptance of the Agreement and shall continue until the end of the applicable Demo Account Period. Oracle may, at Oracle's option, extend the Demo Account Period by providing You with prior written notice authorizing such extension of the Demo Account Period. Either party may terminate this Agreement at any time and for any reason, with or without cause, and without penalty, and without compensation of any kind, except as expressly set forth herein, effective after giving written notice of termination to the other party. Upon any termination of this Agreement: (a) You shall immediately cease the use of all of the Demonstration Account; and (b) Oracle may disable all access to and/or delete the Your Information.

## 12. TRANSMISSION OF DATA.

You understand that the technical processing and transmission of Your Electronic Communications is fundamentally necessary to Your use of the NetSuite Service Offerings. You expressly consent to Oracle's interception and storage of Electronic Communications and/or Your Information, and You acknowledge and understand that Your Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Oracle. You acknowledge and understand that changes to Your Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. You further acknowledge and understand that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. You agree that Oracle is not responsible for any Electronic Communications and/or Your Information 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 Oracle, including, but not limited to, the Internet.

## 13. PRIVACY.

For details about Oracle's privacy policy, please refer to the Oracle Services Privacy Policy, accessible at <https://www.oracle.com/legal/privacy/>.

## 14. THIRD-PARTY WEB SITES, PRODUCTS AND SERVICES.

The NetSuite Service Offerings may provide, or third parties may provide, links to other web sites or resources and enable You to connect through the NetSuite Service Offerings to be able to use the products and services of various third parties ("**Third Party Products and Service**"). Because Oracle has no control over such sites and resources and/or the Third Party Products and Service, You agree that Oracle is not responsible for the availability of such external sites or resources and/or Third Party Third Party Products and NetSuite Service Offerings, and does not endorse and is not responsible or liable for any content, advertising, or other materials on or available from third party web sites or vendors. You further agree that Oracle has no control over, does not endorse or warrant and has no responsibility for the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of (a) any Third Party Product or Service that You may purchase through the NetSuite Service Offerings, or (b) any descriptions, promises or other information related to the foregoing. Oracle is not an agent of any provider of Third Party Products and NetSuite Service Offerings in connection with any sale of Third Party Products and NetSuite Service Offerings purchased by You, and You agrees that Oracle has no liability for, or relationship to, the sale or purchase of any Third Party Products and NetSuite Service Offerings. You are solely responsible for contacting the applicable provider with respect to any issues pertaining to any Third Party Products and NetSuite Service Offerings.

## 15. EXPORT.

Export control and economic sanctions laws and regulations of the United States and any other relevant local export laws and regulations apply to the NetSuite Service Offerings. You agree that such export laws govern Your use of the NetSuite Service Offerings (including technical data) and any NetSuite Service Offerings deliverables provided under this Agreement, and You agree to comply with all such export control and economic sanctions laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from NetSuite Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

## 16. U.S. GOVERNMENT RESTRICTED RIGHTS.

If You or Your user is a U.S. Federal Government (Government) Executive Agency (as defined in FAR 2.101), Oracle provides the NetSuite Service Offerings solely in accordance with the terms of this Agreement. You and Your user obtain no other rights in the NetSuite Service Offerings, including any software, software documentation, technology, related data, and/or professional services, that is delivered under this Agreement except as expressly provided in this Agreement. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses U.S. Government rights in NetSuite Service Offerings, and any software, software documentation, technology, data and/or professional services delivered under this Agreement.

## 17. GOVERNING LAW.

This Agreement will be governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

## 18. ARTIFICIAL INTELLIGENCE (“AI”).

18.1 **AI Functionality.** The NetSuite Service Offerings include features which utilize AI Functionality. Your use of AI Functionality may subject You to terms and conditions that impose additional obligations or limitations on Your use of the NetSuite Services Offerings as specified in the Oracle AI Terms and the Third Party AI Provider Terms.

18.1.1 **NetSuite Cloud Services.** If You are a current Customer or Partner, You will find a complete list of AI Functionality in the “LLM Mapping for Generative AI Features” article found in SuiteAnswers. Existing Customers or Partners should review the “LLM Mapping for Generative AI Features” article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

18.1.2 **NetSuite Branded Oracle Cloud Service(s).** Additional details can be found in the Service Specifications.

18.2 **Use of AI Functionality.** Use of AI Functionality is subject to AI usage limits which are set by Oracle, and can be changed at any time by Oracle, at Oracle’s sole discretion. Once You have reached the applicable AI usage limit, they will not be replenished except as may be specified in the applicable Exhibit governing Your Demo Account Type.

18.3 By using the NetSuite Service Offerings You acknowledge and agree to comply with the Oracle AI Terms and the Third Party AI Provider Terms. You also agree that You may only use the AI Functionality with the NetSuite Service Offering.

## 19. GENERAL PROVISIONS.

19.1 **Survival.** Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, branding and marketing, and others which by their nature are intended to survive.

19.2 **Assignment; No Other Rights.** The rights granted to You herein may not be assigned or transferred to any other party, by operation of law or otherwise without written consent of Oracle. You shall have no right to license, distribute or otherwise transfer the Demonstration Account or any rights therein. For the avoidance of doubt, except as expressly set forth herein, no other rights are granted to You by Oracle with respect to the Demonstration Account. There are no implied rights.

19.3 **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.

19.4 In the event any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from the remainder of this Agreement, and such remainder will remain in force and effect.

19.5 This Agreement constitutes the entire agreement between the parties relating to the Demonstration Account and supersedes all prior and/or simultaneous representations, discussions, negotiations and agreements, whether written or oral.

## Listing of Exhibits, Demo Account Types, Corresponding NetSuite Cloud Services and applicable Purge Policy

## NetSuite Cloud Service Demo Accounts

Exhibit	Demo Account Type	Corresponding NetSuite Cloud Service	Purge Policy
A	NetSuite Trial Account	NetSuite ERP Cloud Service and, if applicable, NetSuite SuiteCommerce Cloud Service	At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.
B	NetSuite Standard Demo Account		
C	NetSuite Training Demo Account		
D	NetSuite Academy Demo Account		
E	NetSuite Developer Demo Account		
F	SuiteProjects Pro Demo Account	NetSuite SuiteProjects Pro Cloud Service	
H	NetSuite Test Drive Account	NetSuite ERP Cloud Service	

## NetSuite-branded Oracle Cloud Service Demo Accounts

Exhibit	Demo Account Type	Corresponding NetSuite-branded Oracle Cloud Service	Purge Policy
G	NetSuite-branded Oracle Cloud Services Demo Account	As specified on Your order for the NetSuite-branded Oracle Cloud Service Demo Account	At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for Oracle Cloud Services.

## Exhibit A

### NetSuite Trial Accounts for Customers

#### 1. Audience.

This Exhibit A, "NetSuite Trial Accounts for Customers," is applicable to customers and prospective customers who, subject to the Additional License Grant below, access Demonstration Accounts of the NetSuite ERP Cloud Service and, if applicable, the NetSuite SuiteCommerce Cloud Service for purposes of evaluating the NetSuite Service Offerings ("NetSuite Trial Account").

#### 2. Demo Account Period.

The Demo Account Period for a NetSuite Trial Account is provided for a limited period of time as specified in Your trial account provisioning email. At the end of the applicable Demo Account Period, not to exceed 28 days, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite Trial Account under this Exhibit A, You may only exercise the license grants in Section 2.1 in the NetSuite Trial Account for the purpose of evaluating the NetSuite Service Offerings (for procuring a paid subscription for the NetSuite Service Offerings) for Your own internal use.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle account representative or their designee who enables Your NetSuite Trial Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite Trial Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the "LLM Mapping for Generative AI Features" from Oracle (to be provided at Oracle's sole discretion and subject to execution of a non-disclosure agreement) or You may access the "LLM Mapping for Generative AI Features" article once You have received access to the NetSuite Cloud Service(s). You should review the "LLM Mapping for Generative AI Features" article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit B

### NetSuite Standard Demonstration Accounts for Oracle NetSuite Partners

#### 1. Audience.

This Exhibit B, “NetSuite Standard Demonstration Accounts for Oracle NetSuite Partners,” is applicable to Oracle NetSuite partners who, subject to the Additional License Grant below and a valid NetSuite Partner Agreement, access Demonstration Accounts of the NetSuite ERP Cloud Service and, if applicable, the NetSuite SuiteCommerce Cloud Service for purposes of providing demonstrations to customers and prospective customers (“NetSuite Standard Demo Account”).

#### 2. Demo Account Period.

Unless otherwise stated in the applicable NetSuite Partner Program Guidelines, the Demo Account Period for NetSuite Standard Demo Account is 90 days. At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite Standard Demo Account under this Exhibit B, You may only exercise the license grants in Section 2.1 in the NetSuite Standard Demo Account for the purpose of providing demonstrations of the NetSuite Service Offerings to customers and prospective customers including, (a) access and use the NetSuite Service Offerings solely to demonstrate and market the NetSuite Service Offerings, including but not limited to making a reasonable number of copies of the NetSuite Service Offerings' User Guides, (b) providing training to Your employees and End Users on the NetSuite Service Offerings, and (c) copying, translating, broadcasting, transmitting, distributing, exhibiting, performing, publishing, displaying and demonstrating the Promotional Materials solely in connection to Your right to demonstrate and market the NetSuite Service Offerings. For clarity, rights to use the NetSuite-branded Oracle Cloud Services are subject to separate terms as outlined in Exhibit G of this Agreement. You may not access the NetSuite Standard Demo Account if You are our direct competitor or if You are reviewing it on behalf, or at the direction of, our direct competitor, except with our prior written consent.

NetSuite Standard Demonstration Accounts for Oracle NetSuite Partners are subject to any additional rights and restrictions (including number of Demo Accounts provided) as outlined in Your NetSuite Partner Agreement including the NetSuite Partner Program Guidelines.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle partner account representative who enables Your NetSuite Standard Demo Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite Standard Demo Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the “LLM Mapping for Generative AI Features” from Oracle (to be provided at Oracle's sole discretion and subject to execution of a non-disclosure agreement) or You may access the “LLM Mapping for Generative AI Features” article once You have received access to the NetSuite Cloud Service(s). You should review the “LLM Mapping for Generative AI Features” article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit C

### NetSuite Training Demonstration Accounts for Training Services

#### 1. Audience.

This Exhibit C, “NetSuite Training Demonstration Accounts for Training Services,” is applicable to users who, subject to the Additional License Grant below, access Demonstration Accounts of the NetSuite ERP Cloud Service and, if applicable, the NetSuite SuiteCommerce Cloud Service in conjunction with the delivery of Oracle NetSuite training services (“NetSuite Training Demo Account”).

#### 2. Demo Account Period.

The Demo Account Period for NetSuite Training Demo Accounts is 90 days. At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite Training Demo Account under this Exhibit C, You may only exercise the license grants in Section 2.1 in the NetSuite Training Demo for the purpose of using the NetSuite Cloud Services for fulfillment of Your Oracle NetSuite training services.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle course instructor or their designee who enables Your NetSuite Training Demo Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite Training Demo Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the “LLM Mapping for Generative AI Features” from Oracle (to be provided at Oracle’s sole discretion and subject to execution of a non-disclosure agreement) or You may access the “LLM Mapping for Generative AI Features” article once You have received access to the NetSuite Cloud Service(s). You should review the “LLM Mapping for Generative AI Features” article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit D

### NetSuite University Demonstration Accounts for Professors and Students

#### 1. Audience.

This Exhibit D, "NetSuite University Demonstration Accounts for Professors and Students," is applicable to users who, subject to the Additional License Grant below, access Demonstration Accounts of the NetSuite ERP Cloud Service and, if applicable, the NetSuite SuiteCommerce Cloud Service in conjunction with courses delivered by university professors ("NetSuite University Demo Account").

#### 2. Demo Account Period.

The Demo Account Period for NetSuite University Demo Accounts is 90 days. At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite University Demo Account under this Exhibit D, You may only exercise the license grants in Section 2.1 in the NetSuite University Demo Account for the purpose of using the NetSuite Cloud Services to deliver and complete Your university course.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle account representative or their designee who enables Your NetSuite University Demo Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite University Demo Account. You also acknowledge that if Your account is assigned by a university professor or designee that the university professor and/or designee may also have access to Your Information and may have system administrator privileges with respect to Your NetSuite University Demo Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the "LLM Mapping for Generative AI Features" from Oracle (to be provided at Oracle's sole discretion and subject to execution of a non-disclosure agreement) or You may access the "LLM Mapping for Generative AI Features" article once You have received access to the NetSuite Cloud Service(s). You should review the "LLM Mapping for Generative AI Features" article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit E

### NetSuite Developer Demonstration Accounts for Oracle NetSuite Partners

#### 1. Audience.

This Exhibit E, "NetSuite Developer Demonstration Accounts for Oracle NetSuite Partners," is applicable to Oracle NetSuite partners who, subject to the Additional License Grant below and a valid NetSuite Partner Agreement, access Demonstration Accounts of the NetSuite ERP Cloud Service and, if applicable, the NetSuite SuiteCommerce Cloud Service for purposes of building solutions that interoperate with the NetSuite Cloud Services ("NetSuite Developer Demo Account").

#### 2. Demo Account Period.

The Demo Account Period for NetSuite Developer Demo Accounts is an On-Going Demonstration Account and shall be for the duration of Your applicable NetSuite Partner Agreement unless otherwise terminated as outlined in this Agreement. At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite Developer Demo Account under this Exhibit E, You may only exercise the license grants in Section 2.1 in the NetSuite Developer Demo Account for the purpose of using the NetSuite Cloud Services (a) solely for the purpose of building solutions that interoperate with the NetSuite Cloud Services, (b) to access and use the NetSuite Cloud Services to present to potential End Users, (c) provide training to Your employees and End Users on the NetSuite Service Offerings and (d) copy, translate, broadcast, transmit, distribute, exhibit, perform, publish, display and demonstrate the Promotional Materials solely in connection to Your right to demonstrate and market the NetSuite Service Offerings.

NetSuite Developer Demo Accounts are subject to any additional rights and restrictions (including number of developer accounts and Demo Accounts provided) as specified in Your NetSuite Partner Agreement including the NetSuite Partner Program Guidelines.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle partner account representative or their designee who enables Your NetSuite Developer Demo Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite Developer Demo Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the "LLM Mapping for Generative AI Features" from Oracle (to be provided at Oracle's sole discretion and subject to execution of a non-disclosure agreement) or You may access the "LLM Mapping for Generative AI Features" article once You have received access to the NetSuite Cloud Service(s). You should review the "LLM Mapping for Generative AI Features" article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit F

### SuiteProjects Pro Demonstration Accounts for Oracle NetSuite Partners

#### 1. Audience.

This Exhibit F, "SuiteProjects Pro Demonstration Accounts for Oracle NetSuite Partners," is applicable to Oracle NetSuite partners who, subject to the Additional License Grant below and a valid NetSuite Partner Agreement, access Demonstration Accounts of the NetSuite SuiteProjects Pro Cloud Service for purposes of providing demonstrations to customers and prospective customers ("SuiteProjects Pro Demo Account").

#### 2. Demo Account Period.

The Demo Account Period for SuiteProjects Pro Demo Accounts is an On-Going Demonstration Account and shall be for the duration of Your applicable NetSuite Partner Agreement unless otherwise terminated as outlined in this Agreement. At the end of the applicable Demo Account Period, Your data will no longer be available to You and will be automatically deleted in accordance with the standard data deletion practices for SuiteProjects Pro Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a SuiteProjects Pro Demo Account under this Exhibit F, You may only exercise the license grants in Section 2.1 in the SuiteProjects Pro Demo Account for the purpose of providing demonstrations of the NetSuite Service Offerings to customers and prospective customers including, (a) accessing and using the NetSuite Service Offerings solely to demonstrate and market the NetSuite Service Offerings, including but not limited to making a reasonable number of copies of the NetSuite Service Offerings' User Guides, (b) providing training to Your employees and End Users on the NetSuite Service Offerings, and (c) copying, translating, broadcasting, transmitting, distributing, exhibiting, performing, publishing, displaying and demonstrating the Promotional Materials solely in connection to Your right to demonstrate and market the NetSuite Service Offerings.

SuiteProjects Pro Demo Account for Oracle NetSuite Partners are subject to any additional rights and restrictions (including number of Demo Accounts provided) as outlined in Your NetSuite Partner Agreement including the NetSuite Partner Program Guidelines.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle partner account representative or their designee who enables Your SuiteProjects Pro Demo Account may have access to Your Information and may have system administrator privileges with respect to Your SuiteProjects Pro Demo Account.

#### 5. AI Functionality.

If You are not a current Customer or Partner, You may request a copy of the "LLM Mapping for Generative AI Features" from Oracle (to be provided at Oracle's sole discretion and subject to execution of a non-disclosure agreement) or You may access the "LLM Mapping for Generative AI Features" article once You have received access to the NetSuite Cloud Service(s). You should review the "LLM Mapping for Generative AI Features" article together with the Artificial Intelligence Terms and Conditions specified in the Supplemental Terms and Conditions document prior to using the NetSuite Service Offerings.

## Exhibit G

### Demonstration Accounts for NetSuite-branded Oracle Cloud Services

#### 1. Audience.

This Exhibit G, "Demonstration Accounts for NetSuite-branded Oracle Cloud Services," is applicable to Oracle NetSuite partners who have a valid NetSuite Partner Agreement that provides partner with access to Demonstration Accounts of the NetSuite-branded Oracle Cloud Service and who have executed an Oracle order, referencing this Agreement, for the NetSuite-branded Oracle Cloud Services. The license grant and rights to use the Demonstration Account for NetSuite-branded Oracle Cloud Services is subject to You entering into a valid order referencing this Agreement and upon payment of any applicable fees.

#### 2. Demo Account Period.

The Demo Account Period, or Services Period (as specified in Your order), for Demonstration Accounts for NetSuite-branded Oracle Cloud Services is specified in Your order for the NetSuite-branded Oracle Cloud Services. At all times during the Demo Account Period for the Oracle order, You must maintain a current valid NetSuite Partner Agreement. In the event You do not meet these requirements at any time during the Demo Account Period set forth in the Oracle order, the Demo Account Period and Your right to use the NetSuite-branded Oracle Cloud Services will immediately terminate.

#### 3. Additional License Grant.

If Your NetSuite Partner Agreement with Oracle is a SuiteCloud Developer Network Agreement, then The license grant in Section 2.1 of this Agreement is deleted in its entirety and shall be replaced with the following:

2.1 Upon entering into the order form referencing this Agreement and subject to the rights granted in Your NetSuite Partner Agreement relating to the subject matter herein, Oracle grants You a nontransferable, nonexclusive, worldwide, royalty-free, limited license during the Demo Account Period to: (a) access and use the Oracle content solely to (a) develop and test interoperability between the NetSuite branded Oracle cloud services and Your cloud services, as follows: You may develop or enhance Your cloud services software code that will work through published NetSuite branded Oracle cloud services application programming interfaces to enable interoperability between the NetSuite branded Oracle cloud services and Your cloud services (the "partner integration") (b) demonstrate and market the interoperability of the NetSuite-branded Oracle Cloud Services with Your cloud services, including but not limited to the development of the Your integration, and making a reasonable number of copies of the NetSuite-branded Oracle Cloud Services User Guides; (c) access and use the Oracle content to present a proof of concept of the Your integration and the NetSuite-branded Oracle Cloud Services to potential End Users, (d) provide training to Your employees and End Users to whom You have distributed the Your integration and NetSuite-branded Oracle Cloud Services, and (e) copy, translate, broadcast, transmit, distribute, exhibit, perform, publish, display and demonstrate the promotional materials solely to demonstrate and market the interoperability of the NetSuite-branded Oracle Cloud Services.

If Your NetSuite Partner Agreement with Oracle is an Alliance Partner Agreement or a Solution Provider Agreement, then solely with regard to a Demonstration Account for NetSuite-branded Oracle Cloud Services under this Exhibit G, You may only exercise the license grants in Section 2.1 in the Demonstration Account for NetSuite-branded Oracle Cloud Services for the purpose set forth in Your NetSuite Partner Agreement with Oracle. Demonstration Accounts for NetSuite Oracle Cloud Services are subject to any additional rights and restrictions (including number of Demo Accounts provided) as outlined in Your NetSuite Partner Agreement including the NetSuite Partner Program Guidelines.

4. During the applicable Demo Account Period of the Oracle order, Oracle may update the NetSuite-branded Oracle Cloud Services and the services descriptions (found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html> or other URL as specified by Oracle) to reflect changes in, among other things, laws, regulations, rules, technology, industry practice, patterns of system use, and availability of third party content. Oracle updates to the NetSuite-branded Oracle Cloud Services will not materially reduce the level of performance, functionality, security or availability of the NetSuite-branded Oracle Cloud Services during the services period of the Oracle order.

#### 5. User Accounts.

Solely with regard to Demonstration Accounts for NetSuite Branded Oracle Services, Section 4 of the Agreement is deleted in its entirety and shall be replaced with the following

Oracle may provide You passwords and/or other access information which allows You to access the Oracle content ("logins") under the Oracle order. Logins may only be used for the sole purpose of accessing and using the Oracle

content as provided in the Oracle order. You are responsible for maintaining the confidentiality of the logins and account information provided by Oracle. You are responsible for all activities that occur under the logins or accounts provided by Oracle or as a result of Your access to the Oracle content. You will promptly notify Oracle with reasonable security details if (a) additional logins are needed for the Oracle content, (b) particular logins provided by Oracle are no longer being used or need to be replaced or (c) the security of any logins or accounts provided by Oracle have been compromised, including but not limited to the unauthorized use or disclosure of the logins or user accounts provided by Oracle.

**6. Oracle Software.**

Oracle may provide You with the ability to obtain certain Oracle software for use with the NetSuite-branded Oracle Cloud Services. If we provide Oracle software to You and do not specify separate terms for such software, then such Oracle software is provided as part of the NetSuite-branded Oracle Cloud Services and You have the non-exclusive, worldwide, limited right to use such Oracle software, subject to the terms of this agreement (except for separately licensed elements of the Oracle software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the NetSuite-branded Oracle Cloud Services. You may allow Your users to use the Oracle software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle software will terminate on the earlier of our notice (by web posting or otherwise) or the end of the NetSuite-branded Oracle Cloud Services associated with the Oracle software. Notwithstanding the foregoing, if Oracle software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle software that is licensed under the separate terms is not restricted in any way by this agreement.

**7. AI Functionality.**

You should review the Service Specifications prior to using the NetSuite-branded Oracle Cloud Services.

## Exhibit H

### NetSuite Test Drive Account for Prospective Customers

#### 1. Audience.

This Exhibit H, "NetSuite Test Drive Account for Prospective Customers," is applicable to prospective customers who, subject to the Additional License Grant below, access Demonstration Accounts of the NetSuite ERP Cloud Service for purposes of evaluating the NetSuite Service Offerings ("NetSuite Test Drive Account").

#### 2. Demo Account Period.

The Demo Account Period for a NetSuite Test Drive Account is three (3) business days. The NetSuite Test Drive Account will be pre-populated with test data. You will not be prevented from inputting data into the NetSuite Test Drive Account. If You do input data into the NetSuite Test Drive Account, You should only input Your own test data and You should not input sensitive data (including personal information, credit card numbers, social security numbers) or protected health information. At the end of the applicable Demo Account Period, Your access to the NetSuite Test Drive Account shall be revoked and all data deleted in accordance with standard data deletion practices for NetSuite Cloud Services.

#### 3. Additional License Grant.

Solely with regard to a NetSuite Trial Account under this Exhibit H, You may only exercise the license grants in Section 2.1 in the NetSuite Trial Account for the purpose of evaluating the NetSuite Service Offerings (for procuring a paid subscription for the NetSuite Service Offerings) for Your own internal use.

#### 4. Access to Your Information.

You acknowledge and agree that the Oracle account representative or their designee who enables Your NetSuite Trial Account may have access to Your Information and may have system administrator privileges with respect to Your NetSuite Trial Account.