

NetSuite Cloud Services: Supplemental Terms and Conditions¹

Effective Date: 3-October-2025

¹ This document was renamed in December 2024 and was previously called "NetSuite Cloud Services In-Application Supplemental Terms and Disclaimers".

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GENERAL NOTE ON SUPPLEMENTAL TERMS AND CONDITIONS

Customer may have access to enable and/or use features within the NetSuite Cloud Service which may be subject to Customer's acceptance of additional terms and conditions. The terms and conditions which govern those features may be presented or otherwise identified (1) within the Cloud Service (and Customer must agree to those terms and conditions before accessing and using the applicable feature(s)), (2) in the "Description" on Customer's Estimate/Order Form, and/or (3) in the Service Descriptions posted at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html. This document contains those terms and conditions which govern those features that may be presented to Customers as identified herein and which are applicable to Customer's use of such feature(s).

The terms and conditions in this document are only applicable to Customer if Customer is using the additional features described herein and are in addition to the terms and conditions governing Customer's use of the Cloud Services (e.g., the Subscription Services Agreement). In the event of a conflict or inconsistency between the terms and conditions included in this document and what is presented within the Cloud Service, the terms in this document shall take precedence.

Oracle may update these terms at any time at its sole discretion, and where possible, will provide an in-application notice in the Cloud Service. Customer's continued use of the feature(s) will be deemed Customers acceptance of these updated terms even if Oracle does not provide an in-application notice of updated terms. If Customer does not agree to, or accept, the updated terms, Customer should discontinue any use of the applicable feature.

ARTIFICIAL INTELLIGENCE TERMS

("Oracle online Artificial Intelligence available Oracle Terms ΑI Terms") at "Oracle AI https://www.oracle.com/contracts/cloud-services/ (or by searching Terms" for https://www.oracle.com/contracts/a-z/contract-documents/) apply to Artificial Intelligence Functionality (as defined in such terms) in Customer's ordered Cloud Services.

AUTOMATIC LOCATION ASSIGNMENT AND FULFILLMENT REQUEST

The Automatic Location Assignment and Fulfillment Request features offer automation capabilities as part of Advanced Order Management. When enabled by Customer, Customer shall receive 5,000 total annual automated sales orders which can be used for Fulfillment Requests (a feature that creates one or more fulfilment requests automatically from a sales order) and/or Automatic Location Assignment (a feature that assigns fulfillment locations automatically to sales order lines). If Customer requires additional automated sales orders, Customer must purchase such automated sales orders separately.

CAMPAIGN MARKETING SERVICES (ALSO KNOWN AS "MARKETING AUTOMATION - MASS EMAIL MESSAGING SERVICES")

Oracle and its affiliates provide on an online marketing campaign management application, (the "Campaign Marketing Services"). Oracle provides the Campaign Marketing Services to Customer subject to these Terms of Service for NetSuite Campaign Marketing Services ("TOS") and Customer's Subscription Services Agreement ("SSA"). These TOS are in addition to the SSA. By using the Campaign Marketing Service or by "clicking" accept in the Cloud Service, Customer agrees to be bound by these TOS. Oracle may modify these TOS at any time in its sole discretion and where possible, will provide an in-application notice of such modifications in the Cloud Service, and any such modification is effective upon the earlier of notice to Customer or being posted by Oracle at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/ even if Oracle did not provide notice of such modifications in the Cloud Service. Customer's continued use of the Campaign Marketing Service is deemed Customer's acceptance to any modification to these TOS.

1. Use Restrictions

- a. Spam is unsolicited e-mail directed to people not personally known to Customer, including but not limited to junk mail, chain letters or other unsolicited bulk e-mail, commercial or otherwise or any e-mail sent that Oracle reasonably believes constitutes Spam, based on applicable laws and industry practices ("Spam"). The Campaign Marketing Services shall be used for Customer's business purposes only and Customer may not use the Campaign Marketing Services in any way for sending Spam.
- b. Customer agrees to pay, in advance, for the Campaign Marketing Services with such fees being based on the volume of Electronic Communications (as defined in the *Oracle NetSuite Hosting and Support Delivery Policies* found here: https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html) Customer intends to send using the Campaign Marketing Services.
- c. Every e-mail message sent using the Campaign Marketing Services must have adequate consent and contain a mandatory unsubscribe link that allows the recipients to remove themselves from Customer's mailing list and a mandatory link for recipients to report incidents of e-mail abuse. E-mail abuse is defined as Spam

and/or willfully ignoring requests to unsubscribe. Customer agrees that it will not remove or disable these links.

- d. The Campaign Marketing Services may only be used for lawful purposes. Sending or solicitation of any material that violates any law is prohibited. This includes, but is not limited to, any material that is obscene, threatening, harassing, libelous, or in any way violates intellectual property laws or a third party's intellectual property rights.
- e. Customer agrees that Oracle may add a "Powered by" or similar identifying message in the footer of every message Customer sends using the Campaign Marketing Services and Customer agrees not to remove this message.

2. Termination of Marketing Services.

Customer agrees that Oracle, in its sole discretion, may terminate Customer password, account (or any part thereof) or use of the Campaign Marketing Services and remove and discard any Electronic Communications within the Campaign Marketing Services, for (a) lack of use or (b) if Oracle believes that Customer has violated these TOS. Oracle may immediately terminate Customer's access to and use of the Campaign Marketing Services based on any known or reported occurrence of e-mail marketing abuse in connection with Customer's use of the Campaign Marketing Services including but not limited to Spam. Oracle may also in its sole discretion and at any time discontinue providing the Campaign Marketing Services, or any part thereof. Customer agrees that any termination of Customer access to the Campaign Marketing Services under any provision of these TOS may be effected without notice to Customer and agrees that Oracle may immediately deactivate or delete Customer's account and all related information and files in Customer's account and/or bar any further access to the Campaign Marketing Services. Further, Customer agrees that Oracle shall not be liable to Customer or any third party for any termination of Customer access to the Campaign Marketing Services; provided, however, that if the termination is unrelated to Customer acts or omissions Oracle will refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Campaign Marketing Services not furnished to Customer as of the date of such termination.

CURRENCY RATE FEATURES

Additional Terms and Conditions for "Currency Rate Feature" and "Automatic exchange rate updates" ("FX Terms")

Definitions applicable to the Feature (as defined herein):

"Third Party Provider(s)" means Xignite and/or other third parties which provide rates used in the Feature (as defined herein).

"Third Party Rates" means foreign exchange rates provided by Xignite and/or other third parties. Third Party Rates are provided by Third Party Providers.

These FX Terms are applicable if Customer is using the Currency Rate Feature or Automatic exchange rate updates (the "Feature"). Customer may be asked to accept these terms within the NetSuite Cloud Service application in order to utilize the Feature.

The Feature enables Customer to use and calculate foreign exchange rates, from various Third Party Providers, and triangulated rates, provided by Oracle. Customer may also manually input or override any foreign exchange rate using the standard multi-currency feature. The Feature is not required to use the Cloud Services and Customer is solely responsible for (a) determining whether the Feature meets Customer's business, financial and accounting needs and (b) confirming the accuracy of the rates and results provided. Oracle makes no guarantee with respect to

accessibility to or accuracy of any Third Party Rates provided by a Third Party Provider. Third Party Rates are considered "Third Party Applications" as defined in Customer's the Subscription Services Agreement.

The Third Party Providers own and retain all rights, title, interest, and intellectual property rights to the Third Party Rates provided for use in the Feature. Use of the Feature is subject to the terms of Customer's Subscription Services Agreement with Oracle. Display, performance, reproduction, distribution of, or creation of derivative works or improvements of the Third Party Rates in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder. Customer may use the Third Party Rates only for internal business purposes only. Customer may copy, paste and distribute internally only an insubstantial amount of the data contained in the Third Party Rates provided that: (a) the distribution is incidental to or supports Customer's internal purpose, (b) the data is not distributed in connection with information vending or commercial publishing (in any manner or format whatsoever), nor reproduced through the press or mass media or on the Internet, and (c) where practicable, clearly identifies the Third Party Provider as the source of the data. Data will be considered an "insubstantial amount" if such amount (a) has no monetary value; or (b) could not be used by the recipient as a substitute for any product or service (including any download service) provided by the Third Party Provider. Upon termination or expiration of Customer's right to use the Cloud Service, all rights granted hereunder shall immediately terminate and Customer shall cease to use the Third Party Rates and delete or destroy all copies thereof in Customer's possession or control.

GENERATIVE AI FEATURES

Generative AI Features

The additional terms set forth below apply to Customer's use of generative AI features that may be enabled in the Cloud Services . These terms may also be found in Customer's Estimate / Order Form:

The Cloud Services Customer is acquiring under this Estimate/Order Form may include generative artificial intelligence (AI) features. Customer must ensure its use of generative AI features is permissible. Content created through use of generative AI features may not be factual, accurate, useful, or usable, may not follow the instructions or information entered in the prompts, and may include non-factual data created by the models. Customer is solely responsible for verifying the accuracy, usefulness, and usability of the content generated as a result of Customer's use of generative AI features.

ORACLE NETSUITE BANK FEEDS SUITEAPP

Envestnet / Yodlee - Additional Terms and Conditions

The following terms and conditions are applicable if Customer is using the NetSuite Bank Feeds SuiteApp via Envestnet/Yodlee. Customer may be asked to accept these terms in the NetSuite application in order to utilize this feature.

The NetSuite Bank Feeds SuiteApp (the "SuiteApp") is subject to the Oracle Subscription Services Agreement ("Main Terms"). Without limiting any use restrictions in the Main Terms, Customer may not modify, copy, re-bundle or distribute the SuiteApp.

The SuiteApp allows Customer to access their banking information. Oracle's ability to provide this feature is dependent on the access provided by third party service providers and the banks or other financial institutions ("Data Sources"). Oracle makes no guarantee with respect to accessibility to or accuracy of any banking information provided by a third party.

To enable and configure the SuiteApp, Customer must provide Customer's financial account details to a third party engaged by Oracle NetSuite, Envestnet/Yodlee, to retrieve Customer's transaction data from Customer's financial institution or institutions. When Customer requests data from a source connected to the SuiteApp, Yodlee collects that data and provides it to Oracle. Yodlee acts on Oracle's behalf in this process, which means we may share Customer's data with Yodlee as one of our service providers.

Yodlee and Data Sources require the following conditions to access their services:

- Customer provides log-in credentials ("Credentials") to Data Sources for Customer's accounts at Customer's own risk.
- By using the SuiteApp, Customer agrees that the Data Sources that maintain Customer's accounts and any third parties that interact with Customer's Credentials or account data in connection with the SuiteApp are not liable for any loss, theft, compromise, or misuse whatsoever in connection with the SuiteApp (including negligence), except to the extent such liability cannot be limited under applicable law.
- Data Sources make no warranties of any kind related to the data provided by the SuiteApp--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents Oracle retrieves on Customer's behalf and provide to Customer without alteration, no data provided by the SuiteApp is an official record of any of Customer's accounts.

DATA SOURCES AND RELATED PARTIES WILL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER RELATING TO ACCESSING OR USING DATA PROVIDED BY THIRD PARTY SERVICES. NO DATA SOURCE OR RELATED PARTY WILL BE LIABLE TO CUSTOMER FOR ANY EXPENSES, LOSSES, OR DAMAGES RELATING TO ANY PARTICIPANT'S ACCESS OR USE OF DATA, FOR ANY LOST PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR OTHERWISE IN EXCESS OF \$100. THE LIMITATIONS IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE FORM OF ACTION UNDER WHICH RECOVERY FOR ANY LOSS, DAMAGE, OR EXPENSE IS SOUGHT (INCLUDING NEGLIGENCE).

These Additional Terms and Conditions for User of the SuiteApp are subject to change at the discretion of the third party, Envestnet/Yodlee. Oracle will provide an in-application notice in the NetSuite Cloud Service, but Customer's continued use of the SuiteApp will be deemed as Customer's acceptance of the updated terms. If Customer does not accept the revised terms, Customer should discontinue any use of the SuiteApp.

BY PROCEEDING AND SELECTING "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT) CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY SERVICE PROVIDED BY YODLEE, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS YODLEE FASTLINK TERMS OF USE. CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCPETING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER'S COMPANY OR ORGANIZATION, DO NOT SELECT THE "ACCEPT" BUTTON OR BOX (OR THE EQUIVALENT).

SaltEdge – Additional Terms and Conditions for Customers Located in Europe

The Bank Feeds SuiteApp will use your NetSuite email address login to create an account with Salt Edge Limited. Salt Edge Limited is a Third Party Application provider that helps you establish a connection with your financial institutions. To proceed, click the "Register" button. An email notification will be sent to the email address to confirm your registration and access to your Salt Edge Dashboard account.

BY PROCEEDING AND SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT), CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY APPLICATION PROVIDED BY SALTEDGE LIMITED, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS SALT EDGE LIMITED'S TERMS OF SERVICE (https://www.saltedge.com/dashboard/terms_of_service) AND PRIVACY POLICY (https://www.saltedge.com/dashboard/privacy_policy) (THE "TERMS"). CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCEPTING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER'S COMPANY OR ORGANIZATION, DO NOT SELECT THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT).

Bank Feeds SuiteApp (SISS) - Additional Terms and Conditions for Customers located in Australia

The SuiteApp allows Customer to access their banking information. Oracle's ability to provide this feature is dependent on the access provided by third party service providers and the banks or other financial institutions ("Data Sources"). Oracle makes no guarantee with respect to accessibility to or accuracy of any banking information provided by a third party.

Customer's use of the third party services is governed the <u>Terms and Conditions</u> of the third party service provider, SISS Data Services ("SISS") and your agreement with the applicable Data Sources.

These Additional Terms and Conditions for User of the SuiteApp are subject to change at the discretion of the third party, SISS. Oracle will provide an in-application notice in the NetSuite Cloud Service, but Customer's continued use of the SuiteApp will be deemed as Customer's acceptance of the updated terms. If Customer does not accept the revised terms, Customer should discontinue any use of the SuiteApp.

SaltEdge - Additional Terms and Conditions for Customers Located in Europe

The NetSuite Bank Connectivity Feature will use Customer's NetSuite email address login to create an account with Salt Edge Limited. Salt Edge Limited is a Third Party Application provider that helps Customer establish a connection with Customer's financial institutions. To proceed, click the "Register" button. An email notification will be sent to the email address to confirm Customer's registration and access to Customer's Salt Edge Dashboard account.

BY PROCEEDING AND SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT), CUSTOMER INDICATES ACCEPTANCE AND UNDERSTANDING THAT CUSTOMER IS ENABLING AND USING A THIRD PARTY APPLICATION PROVIDED BY SALTEDGE LIMITED, AND CUSTOMER ACKNOWLEDGES AND ACCEPTS SALT EDGE LIMITED'S TERMS OF SERVICE (https://www.saltedge.com/dashboard/terms_of_service) AND PRIVACY POLICY (https://www.saltedge.com/dashboard/privacy_policy) (THE "TERMS"). CUSTOMER SHOULD CAREFULLY READ THESE TERMS BEFORE SELECTING THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT) AND IF CUSTOMER IS NOT WILLING TO BE BOUND BY THESE TERMS, OR THE INDIVIDUAL ACCEPTING IS NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF CUSTOMER'S COMPANY OR ORGANIZATION, DO NOT SELECT THE "REGISTER" BUTTON OR BOX (OR THE EQUIVALENT).

SUITECLOUD TECHNOLOGIES TERMS OF USE

SuiteCloud Technologies Terms of Use

Customer may be presented with and asked to accept the SuiteCloud Terms of Service within the Cloud Service. Oracle hereby expressly agrees that these SuiteCloud Technologies Terms of Use shall supersede and apply in place of the SuiteCloud Terms of Service and that such SuiteCloud Terms of Service shall be null and void.

For purposes of these SuiteCloud Terms of Use, the following Definitions apply:

- "SuiteApp" means a collection of customizations, data, configurations, or modifications of standard objects created using the SuiteCloud Technologies for use in the Cloud Service. For the avoidance of doubt, a bundle is one type of SuiteApp. For clarity, SuiteApps developed by Customer and any other customer are considered Third Party Applications under this Agreement, including without limitation SuiteApps available on SuiteApp.com or the SuiteApp marketplace. Customer developed SuiteApps are considered Third Party Applications under the Agreement. Customer is solely responsible for controlling access to (including accessible attributes) Customer's developed SuiteApps.
- "SuiteCloud Technologies" means the technologies made available to Customer by Oracle that can be used to customize, automate, import, export, or integrate data or functionality into or with the Cloud Service including, but not limited to, any (i) application programming interfaces, (ii) extensions, (iii) libraries, (iv) tools, (v) interfaces which enable plug-ins, (vi) sample code, and (vii) documentation. SuiteCloud Technologies include, but are not limited to, SuiteBuilder, SuiteFlow, SuiteScript, SuiteScript Debugger, SuiteTalk, SuiteCloud Development Framework, and SuiteGL. To the extent that Oracle includes open source software in or with SuiteCloud Technologies, the open source licenses governing such open source software will apply to Customer's access and use of such open source software. For the avoidance of doubt, the Cloud Services under Customer's Estimate/Order Form includes SuiteCloud Technologies.

In addition to the license grants provided under the Agreement, Customer shall also have the non-exclusive, worldwide, limited right to use the SuiteCloud Technologies to create, store, and use SuiteApps in connection with Customer's use of the Cloud Service and in accordance with the Agreement and to share such Customer developed SuiteApps with other customers of the Cloud Service. SuiteCloud Technologies are considered Oracle intellectual property and all rights, title and interest to the SuiteCloud Technologies are owned exclusively by Oracle and its licensors.

SUITECOMMERCE ANALYTICS TERMS OF SERVICE

When using the SuiteCommerce Analytics feature Customer may be given access to NetSuite developer and business user tool (the "Tool") and that use of such Tool is subject to laws governing collection of behavior data that may vary by region and jurisdiction. In the event Customer accesses and uses such Tool, Customer will be solely responsible for configuring the Tool and designing a collection process that is compliant with applicable laws related to such access and use. If any such applicable laws change during the term of the Estimate/Order Form under which Customer acquires the Suite Commerce Analytics feature that requires Oracle to update the Tool, Customer agrees Customer is responsible for testing the Tool to make sure that Customer's configurations and collection process remains compliant with applicable laws related to such access and use. Customer is responsible for providing all notices and managing consent from data subjects associated with Customer's use of the tool, regardless of any features provided by the tool to aid in such provision and collection. Customer is solely responsible for verifying that the functionality of the Tool meets any Customer, legal and regulatory requirements associated with the use and processing of data collected through the Tool, including but not limited to data access and deletion requirements.

WEB SITE DUPLICATE EMAIL MANAGEMENT FEATURE TOS

The Website Duplicate Email Management feature prevents web store shoppers from creating duplicate customer accounts on Customer's website. Customer should be aware that this feature potentially allows an attacker to type in numerous test email addresses in order to build up a list of registered site users. To address this possible risk, Oracle NetSuite security recommends that Customer install a captcha control or other slow down feature onto Customer's registration web page.

STATEMENT OF CHANGES

Date	Change
3-October-2025	Added "Statement of Changes" section
	Added new section for "Artificial Intelligence Terms"
	Reorganized document in alphabetical order