



Oracle NetSuite Professional Services – Service Descriptions

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METRICS

Please Note: The following terms, as used in the order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: “Agreement” and “Master Agreement”; “Customer”, “Client”, “Company” and “You”; “Program Documentation” and “Documentation”; “Ordering Document”, “order”, “Order” and “Estimate/Order Form”; “Term” and “Services Period”; “Your Data”, “Company Data” and “Your Content”.

GLOSSARY

Terms not defined shall have the same meaning as in the Professional Services Agreement.

“Go-Live” means activating user access to the NetSuite instance configuration within Your production environment. Go-Live occurs upon cut-over to Your production environment and post Go-Live support begins at cut-over.

“NetSuite instance” means Your Oracle NetSuite instance.

“Professional Services Period” means within six (6) months from the signature date of the order; or, for Activation – SuiteSuccess for Commerce, Activation – SuiteSuccess SuiteCommerce – MyAccount, and Activation – SuiteSuccess Payroll Starter and Activation – SuitePeople Workforce Management orders, within twelve (12) months from the signature date of the order.

“SuitePeople Workforce Management Platform” means the SuitePeople Workforce Management online workforce management solution, procured by Customer from Oracle, and as described in the applicable user guides.

ACRONYM KEY

“A/P” means Accounts Payable

“A/R” means Accounts Receivable

“API” means Application Program Interface

“COA” means Chart of Accounts

“CSV” means Comma Separated Value

“KPI” means Key Performance Indicator(s)

“PSG Bundles” means Platform Solutions Group Bundles

“SPED” means Sistema Público de Escrituração Digital

“ECD” means Escrituração Contábil Digital

“ECF” means Escrituração Contábil Fiscal

“EFD” means Escrituração Fiscal Digital

“ICMS” means Imposto sobre Circulação de Mercadorias e Serviços

“IPI” means Imposto sobre Produtos Industrializados

“UAT” means User Acceptance Testing

“FIFO” means First In First Out

“LIFO” means Last In First Out

ACTIVATION SERVICES – STARTER

6428 - Activation – SuiteSuccess Starter (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project manager for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.

G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly remotely held meetings to answer questions; and
2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6643 - Activation – SuiteSuccess Starter Services (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Activate Project Master, Project Template, Project Task, Timesheet, Time Tracking and Expense Report and Charge Based Billing.
 9. Configure up to five (5) billing schedules.
 10. Provide up to twenty (20) hours of country-specific and localization configuration.
 11. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to five (5) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 5. COA – up to two hundred fifty (250) COAs.
 6. Accounting Segments – up to one hundred fifty (150).
 7. Employees – up to fifty (50).
 8. Customers – up to two hundred fifty (250).
 9. Vendors – up to two hundred fifty (250).
 10. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 11. Project Headers – up to fifty (50).
 12. Project Tasks – up to two hundred fifty (250).
 13. Migrate the following transactional data into the NetSuite instance via CSV tool:
 14. Opening Account Balances – one (1) consolidated opening balance.
 15. Historical Trial Balances – one (1) year consolidated by quarter.
 16. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
 17. Summarized Time Entries per project – up to fifty (50).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.

G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly remotely held meetings to answer questions; and
2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
 15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
 16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 23. Provide user feedback during configuration and validation;
 24. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 25. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay, Lead to Quote and Project to Cash.
 4. Standard functionalities will not be documented.
 5. You do not require Oracle consultants to work outside their standard local country workday hours.
 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
 8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 9. Data imports and setup will be performed for a single, operational subsidiary.
 10. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 11. Performance testing, tuning or any management of performance.
 12. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6642 - Activation – SuiteSuccess Starter Products (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
 10. Configure up to three (3) base units of measure.
- C. Provide up to six (6) hours to conduct up to four (4) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Matrix Items (not to exceed thirty (30)) – up to one (1) Parent item that includes:
 - i. Up to two (2) attributes.
 - ii. Up to five (5) options per attribute.
 - h. Bins Management – up to fifty (50) bins.
 - i. Serialized Inventory – up to ten (10) serialized items.
 - j. Lot Tracking – up to ten (10) lot tracked items.
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.

- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Weekly remotely held meetings to answer questions; and
 - 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6837- Activation – SuiteSuccess Starter (Brazil)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to forty (40) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project manager for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly remotely held meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.

17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. The Oracle NetSuite Brazil Localization SuiteApp includes the following SPED files: ECD Bookkeeping, ECF, EFD Contribution and EFD ICMS IPI.
11. The Brazil Income Statement report is the only Tax Assessment report available for the 'Lucro Presumido' Tax Regime Companies.
12. You will have a single defined tax type for each localized Brazilian tax.
13. The remittance files generation (CNAB 240 and 750) will be done for up to one (1) subsidiary bank account at a time.
14. The Oracle NetSuite Brazil Localization SuiteApp CNAB 240 and 750 feature will be available to pay Vendor Bills for delivered goods or services only.
15. The Oracle NetSuite Brazil Localization SuiteApp Standard Tax Report will be available as a support document for the Tax Assessment payment.
16. Deferred taxes will be done manually by journal entries transactions.

17. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Brazil Localization SuiteApp will be available for selection.
18. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6839- Activation – SuiteSuccess Starter Services (Brazil)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Activate Project Master, Project Template, Project Task, Timesheet, Time Tracking and Expense Report and Charge Based Billing.
 9. Configure up to five (5) billing schedules.
 10. Provide up to forty (40) hours of country-specific and localization configuration.
 11. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to five (5) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Project Headers – up to fifty (50).
 - h. Project Tasks – up to two hundred fifty (250).
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
 - d. Summarized Time Entries per project – up to fifty (50).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.

G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly remotely held meetings to answer questions; and
2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay, Lead to Quote and Project to Cash.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. The Oracle NetSuite Brazil Localization SuiteApp includes the following SPED files: ECD Bookkeeping, ECF, EFD Contribution and EFD ICMS IPI.
11. The Brazil Income Statement report is the only Tax Assessment report available for the 'Lucro Presumido' Tax Regime Companies.
12. You will have a single defined tax type for each localized Brazilian tax.
13. The remittance files generation (CNAB 240 and 750) will be done for up to one (1) subsidiary bank account at a time.

14. The Oracle NetSuite Brazil Localization SuiteApp CNAB 240 and 750 feature will be available to pay Vendor Bills for delivered goods or services only.
15. The Oracle NetSuite Brazil Localization SuiteApp Standard Tax Report will be available as a support document for the Tax Assessment payment.
16. Deferred taxes will be done manually by journal entries transactions.
17. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Brazil Localization SuiteApp will be available for selection.
18. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6838- Activation – SuiteSuccess Starter Products (Brazil)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to seventy (70) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
 10. Configure up to three (3) base units of measure.
- C. Provide up to six (6) hours to conduct up to four (4) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Matrix Items (not to exceed thirty (30)) – up to one (1) Parent item that includes:
 - i. Up to two (2) attributes.
 - ii. Up to five (5) options per attribute.
 - h. Bins Management – up to fifty (50) bins.
 - i. Serialized Inventory – up to ten (10) serialized items.
 - j. Lot Tracking – up to ten (10) lot tracked items.
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.

- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Weekly remotely held meetings to answer questions; and
 - 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. The Oracle NetSuite Brazil Localization SuiteApp includes the following SPED files: ECD Bookkeeping, ECF, EFD Contribution and EFD ICMS IPI.
11. The Brazil Income Statement report is the only Tax Assessment report available for the 'Lucro Presumido' Tax Regime Companies.
12. You will have a single defined tax type for each localized Brazilian tax.
13. The remittance files generation (CNAB 240 and 750) will be done for up to one (1) subsidiary bank account at a time.

14. The Oracle NetSuite Brazil Localization SuiteApp CNAB 240 and 750 feature will be available to pay Vendor Bills for delivered goods or services only.
15. The Oracle NetSuite Brazil Localization SuiteApp Standard Tax Report will be available as a support document for the Tax Assessment payment.
16. Deferred taxes will be done manually by journal entries transactions.
17. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Brazil Localization SuiteApp will be available for selection.
18. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6772 - Activation – SuiteSuccess Starter (Colombia)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to thirty (30) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project manager for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly remotely held meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.

17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
 4. Standard functionalities will not be documented.
 5. You do not require Oracle consultants to work outside their standard local country workday hours.
 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
 8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 9. Data imports and setup will be performed for a single, operational subsidiary.
 10. All manual journal entries will have the related third-party name included as part of the required information for the reports.
 11. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Colombia Localization SuiteApp will be available for selection.
 12. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6774 - Activation – SuiteSuccess Starter Services (Colombia)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Activate Project Master, Project Template, Project Task, Timesheet, Time Tracking and Expense Report and Charge Based Billing.
 9. Configure up to five (5) billing schedules.
 10. Provide up to thirty (30) hours of country-specific and localization configuration.
 11. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to five (5) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Project Headers – up to fifty (50).
 - h. Project Tasks – up to two hundred fifty (250).
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
 - d. Summarized Time Entries per project – up to fifty (50).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.

G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly remotely held meetings to answer questions; and
2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay, Lead to Quote and Project to Cash.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. All manual journal entries will have the related third-party name included as part of the required information for the reports.
11. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Colombia Localization SuiteApp will be available for selection.

12. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6773 - Activation – SuiteSuccess Starter Products (Colombia)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to thirty (30) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
 10. Configure up to three (3) base units of measure.
- C. Provide up to six (6) hours to conduct up to four (4) standard practice core process walkthrough sessions covering general ledger, A/P, and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite instance data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Matrix Items (not to exceed thirty (30)) – up to one (1) Parent item that includes:
 - i. Up to two (2) attributes.
 - ii. Up to five (5) options per attribute.
 - h. Bins Management – up to fifty (50) bins.
 - i. Serialized Inventory – up to ten (10) serialized items.
 - j. Lot Tracking – up to ten (10) lot tracked items.
 5. Migrate the following transactional data into the NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Provide up to ten (10) hours to build saved searches and pivot reports.

- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Weekly remotely held meetings to answer questions; and
 - 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.

14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash, Procure to Pay and Lead to Quote.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside their standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. All manual journal entries will have the related third-party name included as part of the required information for the reports.
11. All subsidiaries must utilize the same third-party vendor, across all subsidiaries, to support their electronic document authorization. Only vendors supported by the Oracle NetSuite Colombia Localization SuiteApp will be available for selection.

12. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6439 - Activation – SuiteSuccess Starter + Basic Projects (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter + Basic Projects in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty hours (30) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) up to one hundred fifty (150).
 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (Sales orders, Purchase orders, A/R, A/P) – up to five hundred (500).
 - d. Open Project Header records – up to fifty (50).
- E. Complete a remote review with Your project lead for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “Cooperation”) are essential to the performance of any Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full Cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.

19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
 20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 21. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
 4. Standard functionalities will not be documented.
 5. You do not require Oracle consultants to work outside standard local country workday hours.
 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, vendor payments or closed project records will not be imported into the NetSuite instance.
 8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 9. Data imports and setup will be performed for a single, operational subsidiary.
 10. Project tasks and project time entries as sub-list records on open projects will not be imported in the NetSuite instance.
 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the

Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6437 - Activation – SuiteSuccess Starter + Matrix Items (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter + Matrix Items in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty hours (30) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) up to one hundred fifty (150).
 - g. Matrix items:
 - i. Up to one (1) Parent item that includes:
 1. Up to two (2) attributes.
 2. Up to five (5) options per attribute.
 3. Not to exceed thirty (30) total Matrix Items.
 5. Migrate the following transactional data in the instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project lead for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:

1. Weekly meetings to answer questions; and
2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.

16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
21. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
4. Standard functionalities will not be documented.
5. You do not require Oracle consultants to work outside standard local country workday hours.
6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
9. Data imports and setup will be performed for a single, operational subsidiary.
10. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not

apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6436 - Activation – SuiteSuccess Starter + Assemblies (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter + Assemblies in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to six (6) hours to conduct up to three (3) standard practice core process walkthrough sessions.
- D. Provide up to thirty-five hours (35) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite data templates.
 3. Guidance on how to map Your existing data into the NetSuite instance.
 4. Migrate the following list data into the NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 - g. Items (Assembly) – up to twenty (20).
 5. Migrate the following transactional data into the instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (Sales orders, Purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project lead for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems; including cleaning and translating in the format specified by Oracle and uploading it in the instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.

18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the instance and any legacy applications.
 20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 21. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
 4. Standard functionalities will not be documented.
 5. You do not require Oracle consultants to work outside standard local country workday hours.
 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
 8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 9. Data imports and setup will be performed for a single, operational subsidiary.
 10. Assemblies are assumed to be single level of assembly with single unit of measure and excludes lot and/or serialized inventory items.
 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the

Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6438 - Activation – SuiteSuccess Starter + Pick, Pack, Ship (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter + Pick, Pack, Ship in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the preconfigured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Overview of CSV import tool.
 2. Overview of standard NetSuite data templates.
 3. Guidance on how to map Your existing data into the instance.
 4. Migrate the following list data into Your NetSuite instance via CSV tool:
 - a. COA – up to two hundred fifty (250) COAs.
 - b. Accounting Segments – up to one hundred fifty (150).
 - c. Employees – up to fifty (50).
 - d. Customers – up to two hundred fifty (250).
 - e. Vendors – up to two hundred fifty (250).
 - f. Items (Inventory and Non-Inventory) – up to one hundred fifty (150).
 5. Migrate the following transactional data into Your NetSuite instance via CSV tool:
 - a. Opening Account Balances – one (1) consolidated opening balance.
 - b. Historical Trial Balances – one (1) year consolidated by quarter.
 - c. Open Transactions (sales orders, purchase orders, A/R, A/P) – up to five hundred (500).
- E. Complete a remote review with Your project lead for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “Cooperation”) are essential to the performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full Cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the NetSuite instance.

19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 20. Be responsible to export and manipulate relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows: Record to Report, Design to Build, Order to Cash and Procure to Pay.
 4. Standard functionalities will not be documented.
 5. You do not require Oracle consultants to work outside standard local country workday hours.
 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
 8. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 9. Data imports and setup will be performed for a single, operational subsidiary.
 10. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Configuration to allow for cross-currency payments (i.e. payments will only be applied to Invoices/Bills of the same currency).

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the

Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6358 - Activation – SuiteSuccess Social Impact Starter

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Social Impact Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Activate the pre-configured roles as defined for Your country.
 5. Activate and configure the preconfigured PSG Bundles as defined for Your country.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering revenue and expense.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Non Inventory Items) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 2. Migrate the following data into the NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Non-Inventory Items) and open transactions (A/R, A/P).
 - b. Historical trial balances - up to twelve (12) consecutive period balances within current and/or last fiscal year.
 - c. Budget import records – up to three (3) via standard template.
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Conduct one (1) closeout remote meeting, which is up to one (1) hour in duration.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.
 - b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.
 - d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
 - e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.

16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
 20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 21. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, class, location, program, grant, region, restriction, revenue type, revenue sub-type, functional expense segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 1. Manual import guidance.
 2. Bank Feeds SuiteApp guidance.
 - x. Corporate credit card reconciliation.
 - xi. Multiple currencies & exchange rates – up to two (2).
 - xii. Print and issue checks.
 - xiii. Tax setup.
 - xiv. Fiscal close.
 - xv. Financial reports.
 - xvi. Budget reporting.
 - xvii. Fixed Allocation schedules – one (1) template.

- xviii. Amortization schedules – one (1) template.
- xix. Release from restriction.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: non-inventory, service, other charge.
 - ii. Item pricing (pricing levels).
- c. Order to Cash, limited to:
 - i. Constituents.
 - ii. Sales orders / cash donations.
 - iii. Customer invoices.
 - iv. Invoice delivery (email, eFax, print).
 - v. Customer payments (manual).
 - vi. Customer credit memos.
 - vii. Customer refunds.
- d. Procure to Pay, limited to:
 - i. Vendor master.
 - ii. Purchase orders.
 - iii. Purchase order item receipts.
 - iv. Vendor bills.
 - v. Vendor bill payments: Manual export file using standard templates for single currency.
 - vi. Vendor credits.
 - vii. Deposits for vendor refunds.
- e. Lead to Quote, limited to:
 - i. Constituents.
 - ii. Pledges.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside their standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed Historical Transactions such as closed Sales Orders or Purchase Orders, Paid Customer Invoices, Customer Payments, Paid Vendor Bills or Vendor Payments will not be imported by the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds SuiteApp:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Social Impact Starter.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting financial institution that uses Open Banking technology.
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
 - d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.

11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Approval workflows.
 - d. Third-party vendor coordination.
 - e. Integrations with other systems.
 - f. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6562 - Activation – SuiteSuccess Social Impact Starter (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Social Impact Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the pre-configured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country-specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering revenue and expense.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Non Inventory Items) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 2. Migrate the following data into Your NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Non-Inventory Items) and open transactions (A/R, A/P).
 - b. Historical trial balances – up to twelve (12) consecutive period balances within current and/or last fiscal year.
 - c. Budget import records – up to three (3) via standard template.
- E. Complete a remote review with Your project manager for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Conduct one (1) closeout remote meeting, which will be up to one (1) hour in duration.
- H. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any

deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.

- b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.
 - d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
 - e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
 20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 21. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, class, location, program, grant, region, restriction, revenue type, revenue sub-type, functional expense segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 1. Manual import guidance.
 2. Bank Feeds SuiteApp guidance.
 - x. Corporate credit card reconciliation.

- xi. Multiple currencies & exchange rates – up to two (2).
- xii. Print and issue checks.
- xiii. Tax setup.
- xiv. Fiscal close.
- xv. Financial reports.
- xvi. Budget reporting.
- xvii. Fixed Allocation schedules – one (1) template.
- xviii. Amortization schedules – one (1) template.
- xix. Release from restriction.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: non-inventory, service, other charge.
 - ii. Item pricing (pricing levels).
- c. Order to Cash, limited to:
 - i. Constituents.
 - ii. Sales orders / cash donations.
 - iii. Customer invoices.
 - iv. Invoice delivery (email, eFax, print).
 - v. Customer payments (manual).
 - vi. Customer credit memos.
 - vii. Customer refunds.
- d. Procure to Pay, limited to:
 - i. Vendor master.
 - ii. Purchase orders.
 - iii. Purchase order item receipts.
 - iv. Vendor bills.
 - v. Vendor bill payments: Manual export file using standard templates for single currency.
 - vi. Vendor credits.
 - vii. Deposits for vendor refunds.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside their standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed Historical Transactions such as closed Sales Orders or Purchase Orders, Paid Customer Invoices, Customer Payments, Paid Vendor Bills or Vendor Payments will not be imported by the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds Suite App:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Starter.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting a financial institution that uses Open Banking technology.
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.

- d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Approval workflows.
 - d. Third-party vendor coordination.
 - e. Integrations with other systems.
 - f. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6359 - Activation – SuiteSuccess Social Impact Starter Donation

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Social Impact Starter Donation in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and one (1) single currency to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Activate the pre-configured Roles as defined by Oracle for Your country.
 - 5. Activate and configure the PSG Bundles as defined by Oracle for Your country.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering revenue and expense.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 - 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Non Inventory Items) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 - 2. Migrate the following data into Your NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Non-Inventory Items) and open transactions (A/R, A/P).
 - b. Historical trial balances – up to twelve (12) consecutive period balances within current and/or last fiscal year.
 - c. Budget import records – up to one (1) via standard template.
- E. Complete a remote review with Your project lead for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Conduct one (1) closeout remote meeting, which is up to one (1) hour in duration.
- H. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.
 - b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.
 - d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
 - e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.

16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for post-production maintenance and support of the instance.
19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
21. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.

B. Project Assumptions

1. All Activation Services will be performed remotely.
2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, program, grant, region, restriction, revenue type, revenue sub-type, functional expense segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 1. Manual import guidance.
 2. Bank Feeds SuiteApp guidance.
 - x. Corporate credit card reconciliation.
 - xi. Print and issue checks.
 - xii. Fiscal close.
 - xiii. Financial reports.
 - xiv. Release from restriction.
 - b. Design to Build, limited to:
 - i. Item master – items from the following item types: non-inventory, service, other charge.
 - ii. Item pricing (pricing levels).

- c. Order to Cash, limited to:
 - i. Constituents.
 - ii. Sales orders / cash donations.
 - iii. Customer invoices.
 - iv. Invoice delivery (email, eFax, print).
 - v. Customer payments (manual).
 - vi. Customer credit memos.
 - vii. Customer refunds.
- d. Procure to Pay, limited to:
 - i. Vendor master.
 - ii. Vendor bills.
 - iii. Vendor bill payments: Manual export file using standard templates for single currency.
- e. Lead to Quote, limited to:
 - i. Constituents.
 - ii. Pledges.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed Historical Transactions such as closed Sales Orders or Purchase Orders, Paid Customer Invoices, Customer Payments, Paid Vendor Bills or Vendor Payments will not be imported by Oracle NetSuite.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds SuiteApp:
 - a. Not all financial institutions are supported by Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Social Import Starter Donation.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting financial institution that uses Open Banking technology.
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
 - d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Third-party vendor coordination.
 - d. Integrations with other systems.
 - e. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6563 - Activation – SuiteSuccess Social Impact Starter Donation (International)

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Social Impact Starter Donation in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country and one (1) tax nexus.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Activate the pre-configured roles as defined for Your country.
 6. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 7. Activate reports, saved searches, and KPI scorecards.
 8. Provide up to twenty (20) hours of country specific and localization configuration.
 9. Configure up to three (3) agreed upon transactional currencies to be deployed for all application users.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions covering revenue and expense.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Non Inventory Items) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 2. Migrate the following data into the NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Non-Inventory Items) and open transactions (A/R, A/P).
 - b. Historical trial balances – up to twelve (12) consecutive period balances within current and/or last fiscal year.
 - c. Budget import records – up to one (1) via standard template.
- E. Complete a remote review with Your project manager for one (1) hour covering how to rollout end user eLearning enablement.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Conduct one (1) closeout meeting, which shall be conducted remote and will be up to one (1) hour in duration.
- H. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.
 - b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.

- d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
- e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.
- 16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
- 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
- 18. Be responsible for post-production maintenance and support of the NetSuite instance.
- 19. Be responsible for data migration and system integrations between the NetSuite instance and any legacy applications.
- 20. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
- 21. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
- 22. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
 - 1. All Activation Services will be performed remotely.
 - 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 - 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, classes and locations segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 - 1. Manual import guidance.
 - 2. Bank Feeds SuiteApp guidance.
 - x. Corporate credit card reconciliation.
 - xi. Multiple currencies & exchange rates – up to two (2).
 - xii. Print and issue checks.
 - xiii. Tax setup.
 - xiv. Fiscal close.

- xv. Financial reports.
- xvi. Budget reporting.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: inventory, non-inventory, service, other charge, item groups, kits, and discount/markup.
 - ii. Item pricing (pricing levels, pricing groups, quantity-based).
 - iii. Item costing (FIFO, LIFO, and Average).
 - iv. Item transactions (item receipts and fulfillments, inventory transfers, transfer orders, and inventory adjustments, multi-location inventory).
- c. Order to Cash, limited to:
 - i. Customer master.
 - ii. Sales orders.
 - iii. Sales order item fulfillments (single step).
 - iv. Drop shipment & special order.
 - v. Customer invoices.
 - vi. Invoice delivery (email, eFax, print)
 - vii. Customer payments (manual).
 - viii. Customer return authorizations.
 - ix. Customer return item receipts.
 - x. Customer credit memos.
 - xi. Customer refunds.
- d. Procure to Pay, limited to:
 - i. Employee master.
 - ii. Vendor master.
 - iii. Purchase orders.
 - iv. Purchase order item receipts.
 - v. Vendor bills.
 - vi. Vendor bill payments: Manual export file using standard templates for single currency.
 - vii. Vendor credits.
 - viii. Deposits for vendor refunds.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside their standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed Historical Transactions such as closed Sales Orders or Purchase Orders, Paid Customer Invoices, Customer Payments, Paid Vendor Bills or Vendor Payments will not be imported by the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds Suite App:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Starter.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting a financial institution that uses Open Banking technology.

- c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
- d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Approval workflows.
 - d. Third-party vendor coordination.
 - e. Integrations with other systems.
 - f. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6605 - Activation – SuiteSuccess for Commerce

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of Your SuiteSuccess for Commerce in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one (1) hour with Your project manager to review the Activation Services and estimated timeline for the performance of Activation Services.
- B. Conduct up to five (5) personalization sessions for up to two (2) hours per session.
- C. The following Activation Services relate to the NetSuite instance and the NetSuite eCommerce website based on one (1) subsidiary, one (1) language, one (1) currency, one (1) tax id, one (1) secure domain, and one (1) existing payment gateway:
 1. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - a. One (1) preconfigured role and dashboard: eCommerce Manager;
 - b. Standard reports; and
 - c. One (1) predefined eCommerce theme.
 2. Setup and configure the following elements for one (1) NetSuite eCommerce website instance:
 - a. My Account: Account Overview page.
 - b. My Account: Order History page.
 - c. My Account: Transaction History page.
 - d. My Account: Profile Management page.
 - e. My Account: Address Book Management page.
 - f. My Account: Account Balance page.
 - g. My Account: Case Management page.
 - h. My Account: Invoices and Payments page.
 - i. My Account: Credit Card Management page.
 - j. My Account: Returns Requests page.
 - k. My Account: Print Statements action button.
 - l. My Account: Quotes page.
 - m. Product Details Page and Product Listing page.
 - n. Quick Order page.
 - o. Store Locator page.
 - p. Shopping Cart Checkout page.
 - q. Homepage.
 3. Configure the following NetSuite instance extensions related to the NetSuite eCommerce website:
 - a. Image text overlay – Add an image and text that displays over the image.
 - b. Logo List – Add up to twelve (12) images.
 - c. Testimonials – Add up to three (3) testimonials that combine text and image.
 - d. Columns – Add up to three (3) columns of text with images and call-to-action buttons.
 - e. Photo Gallery – Add a gallery of images.
 - f. Google Tag Manager – Add third party integrations by tags, this includes site traffic visitor behaviour and chat services.
 - g. Advanced Sign Up – Add one (1) alternate sign up form.
 - h. Best Sellers – Add default Best Sellers calculation.
 - i. Blog – Add up to one (1) new blog post.

- j. Cookie Consent – Configure the cookie consent banner using the cookie consent language provided by You.
- k. Custom Fields – Add up to five (5) custom fields on Product Detail page.
- l. Custom Fields – Add up to five (5) supported custom fields on the Checkout page.
- m. Featured Category – Add one (1) featured category.
- n. Featured Product – Add one (1) featured product.
- o. Gift Certificate Management – Add one (1) gift certificate group based on existing gift certificates set up to display on Product Listing page and Product Detail page.
- p. Gift Certificate Management – Add Gift Certificate Value Check and Display Gift Certificates in My Account.
- q. Grid Order – Add one (1) matrix items to display purchasing options in a table on the Product Detail page.
- r. Infinite Scroll – Add infinite scroll to site so content loads continuously as users scroll down the page.
- s. Inventory Display – Add stock status and available quantity display on an Item's Product Detail page.
- t. Item Badges – Add one (1) promotional badge on one (1) product.
- u. Newsletter Sign Up – Add one (1) newsletter sign up form.
- v. Order Status – Add ability for guests or registered users to check order status.
- w. Product Comparison – Add ability for shoppers to compare up to four (4) products at one time.
- x. Product Page Printer – Add print option on Product Detail page using default template.
- y. Shipping Bar – Add one (1) shipping bar or banner.
- z. Size Charts – Add size chart to one (1) item and display pop-up feature on Product Detail page.
- aa. Stock Notifications – Add stock notification option on Product Detail page and My Account page.
- 4. Create up to four (4) landing pages using Site Management tools.
- 5. Create one (1) merchandizing zone home page and category.
- 6. Personalized Catalog View: Create one (1) Item Collection or one (1) Commerce Category and map to one (1) Customer Segment (static or dynamic group).
- 7. Configure Product Reviews.
- 8. Create one (1) Related and Correlated Item.
- 9. Configure up to three (3) default payment options: Credit Card, Invoice, PayPal.
- 10. Create up to three (3) Promotions using SuitePromotions.
- D. Provide one (1) set of Search Engine Optimization (SEO) recommendations.
- E. Conduct up to three (3) performance check-ups of the NetSuite instance for NetSuite eCommerce website readiness and functionality at the following Activation Services milestones:
 - 1. Commencement of Services.
 - 2. Pre Go-Live.
 - 3. Post Go-Live.
- F. Provide up to two (2) hours of data migration consulting to You, which may include any of the following:
 - 1. An overview of CSV import tool.
 - 2. An overview of standard NetSuite data templates.
 - 3. Guidance on how to map Your existing data into the NetSuite instance.
 - 4. Data migration guidance.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days and must be used within the Professional Services Period. Post Go-Live support may consist of the following:
 - 1. Trouble shooting and addressing production issues;
 - 2. Instruction on the Oracle NetSuite Support services process;

3. Identification of further optimization requirements; and
4. End user assistance.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in configuration guides or data mapping documents provided by Oracle to You.
8. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
9. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
10. Prior to the commencement of Activation Services, You designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities of Your designated business resource includes, but are not limited to, the following:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle’s questions and provide business decisions; and
 - c. Provide on-going support to internal users following Oracle’s completion of Activation Services.
11. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
12. Be responsible for providing the following information for the display and configuration of the website:
 - a. Item-related information;
 - b. Categories and Categorization;

- c. Images;
 - d. Content of Landing pages; and
 - e. Customer related information.
13. Provide all images (to include product items, shipping items, information items and categories), materials or other content that Oracle will integrate into Your Customer's website as part of the Activation Services described above and obtain all proper licenses for any such images, materials and content
 14. Be responsible for extracting the data from source systems, cleaning it and translating it in a format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
 15. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
 16. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 17. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
 18. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 19. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.
 20. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
 21. Be responsible for procuring any third-party fees and/or services
 22. Be responsible for acquiring any font-licensing and assets required for Your users on the NetSuite eCommerce website.
 23. Be responsible for setting up and configuring a Payment Gateway service obtained from a current NetSuite SuitePayments partner for use on the webstore.
 24. Be responsible for configuration of NetSuite native Tax engine for use on the webstore.
 25. Be responsible for configuration of NetSuite native Shipping Tables with fixed rates for use on the webstore.
 26. Be responsible for any remediations required, detected after performing current state analysis.
 27. Be responsible for performing a production refresh of the sandbox at the start of the project if applicable.
 28. Be responsible for post-production maintenance and support of the NetSuite instance.
 29. Upon commencement of the first personalization session set out in section 1.B above ("personalization sessions start date"), You will cooperate with Oracle to complete the Activation Services within sixty (60) calendar days following the personalization sessions start date; You acknowledge that if the Activation Services are not completed within such sixty (60) calendar day period due to Your failure to provide such cooperation and where Oracle's cost of providing Activation Services is thereby increased, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.
- B. Project Assumptions.
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. Standard functionalities will not be documented.
 4. You do not require Oracle consultants to work outside standard local country workday hours.
 5. The Activation Services are designed to Go-Live in the production environment at one (1) time with all users (i.e. Go-Live is not performed in stages).

6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only.
7. Project timeline estimates are based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.
8. Oracle NetSuite dashboards will be installed without modification.
9. SuiteCommerce Web Store will have a single defined base currency and a single defined language:
 - a. Currency for the web store will be US Dollars or Canadian Dollars.
 - b. Language for the web store will be English.
10. The Activation Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Activation Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6569 - Activation – SuiteSuccess SuiteCommerce – MyAccount

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of Your SuiteSuccess SuiteCommerce - MyAccount in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one (1) hour with Your project manager to review the Activation Services and estimated timeline for the performance of Activation Services.
- B. Conduct one (1) personalization session for up to two (2) hours.
- C. Configure the NetSuite instance portal website as follows for one (1) subsidiary, in one (1) language, one (1) tax id, one (1) secure domain, and one (1) existing payment gateway:
 1. Setup and configure the following elements for one (1) NetSuite instance portal with the following elements:
 - a. Account Overview page.
 - b. Order History page.
 - c. Transaction History page.
 - d. Profile Management page.
 - e. Address Book Management page.
 - f. Account Balance page.
 - g. Case Management page.
 - h. Invoices and Payments page.
 - i. Credit Card Management page.
 - j. Returns Requests page.
 - k. Print Statements action button.
 - l. Quotes page.
 - m. Subscriptions page (subject to section 2.B.11 below).
 2. Configure the following NetSuite instance extensions:
 - a. Slideshow – Add a carousel of images to the site that automatically slide.
 - b. Image text overlay – Add an image and text that displays over the image.
 - c. Logo List – Add up to twelve (12) images to the portal site.
 - d. Testimonials – Add up to three (3) testimonials that combine text and image to the portal site.
 - e. Columns – Add up to three (3) columns of text with images and call-to-action buttons.
 - f. Photo Gallery – Add a gallery of images to the portal site.
 - g. Google Tag Manager – Add third party integrations by tags, this includes site traffic visitor behaviour and chat services.
 3. Create up to two (2) landing pages using Site Management tools.
 4. Customize Styles using Site Management Tools Theme Customizer limited to the following: change the size or style of heading fonts, background and button color.
- D. Provide up to four (4) hours of post Go-Live (defined below) assistance, which must be utilized by You within a period of thirty (30) consecutive business days and must be used within the Professional Services Period. Post Go-Live assistance may include the following:
 1. Trouble shooting and addressing production issues;
 2. Instruction on the Oracle NetSuite Support services process;
 3. Identification of further optimization requirements; and
 4. End user assistance.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in configuration guides or data mapping documents provided by Oracle to You.
8. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
9. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
10. Modify Your processes as necessary to comply with the standard functionality in the instance.
11. Be responsible for providing the following information for the display and configuration of the website:
 - a. Content of Landing pages; and
 - b. Customer related information.
12. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
13. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
14. Be responsible for post-production maintenance and support of the instance.
15. Be responsible for data migration and system integrations between the instance and legacy applications.
16. Procure, if required, a Google Analytics account and provide Oracle with authorized access to Your Google Analytics account to facilitate the collection of website data, and enable Oracle to access Your Google Analytics account, if required, via the use of a third-party API agreed to by Oracle.

17. Prior to the commencement of Activation Services, You designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the instance. Responsibilities of Your designated business resource includes, but are not limited to, the following:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions and provide business decisions; and
 - c. Provide on-going support to internal users following Oracle's completion of Activation Services.
- B. Project Assumptions.
 1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 3. Standard functionalities will not be documented.
 4. You do not require Oracle consultants to work outside standard local country workday hours.
 5. The Activation Services are designed to Go-Live in the production environment at one (1) time with all users (i.e. Go-Live is not performed in stages).
 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only.
 7. The user interface will be configured for English.
 8. The Activation Services described above will be limited to supported browsers. Oracle's updated published list of supported browsers can be found on SuiteAnswers within Your system by searching for "supported browsers" in the search tool and clicking on the resulting document. Notwithstanding the foregoing, Oracle may in its sole discretion de-support or refuse to perform Activation Services on any supported web browsers or mobile device operating system that it believes to be vulnerable or otherwise insecure and will inform You of such decision.
 9. NetSuite SuiteBilling Subscriptions Management setup and/or changes to existing SuiteBilling setup is not included in this SuiteCommerce -- MyAccount activation service offering.
 10. The Subscriptions page of SuiteCommerce -- MyAccount portal listed in section 1.C. above will only be included in this SuiteCommerce -- MyAccount activation service offering if You are live on NetSuite SuiteBilling Subscription Management from the date of commencement of the personalization session described in section 1.B above.
 11. When Subscriptions are applicable, the default Subscriptions permissions for SuiteCommerce -- MyAccount portal will be used unless You request, during the personalization session, to change the permissions based on what is available within the Product configuration settings.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6491 - Activation – SuiteSuccess Payroll Starter

Note to Customers: You hereby acknowledge that Section 1.E below is no longer applicable to Activation – SuiteSuccess Payroll Starter orders placed by You on or after December 6, 2021.

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of Oracle Payroll Service in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the instance as follows based on Oracle NetSuite standard practices:
 1. Activate and configure the preconfigured PSG Bundles and dashboard.
 2. Configure up to two (2) custom payroll related fields.
 3. Activate and configure time entry record for time import capability.
 4. Activate preconfigured role.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 1. Perform up to two (2) import iterations for the following transactional data records into the NetSuite instance:
 2. Year to Date (“YTD”) Payroll information – opening balance.
 3. YTD discrepancy resolution.
 4. Terminated employee records for current calendar year only.
 5. Migrate the following Payroll information into Your NetSuite instance via CSV tool:
 - a. Single (1) Federal Employment Identification Number within one (1) subsidiary.
 - b. Pay Frequencies (Weekly, Bi-weekly, Semi-monthly, Monthly) - Up to two (2).
 - c. Employees - Up to thirty-five (35).
 - d. Payroll items - Up to twenty-five (25).
 - e. Direct deposit employees – Up to thirty-five (35).
 - f. State for tax filings - Up to two (2).
 - g. Local jurisdictions - Up to ten (10).
- E. Provide up to two (2) hours, which must be utilized by You within a period of five (5) consecutive business days, to assist You with UAT issue resolution.
- F. Activate user access to Your NetSuite instance configuration within Your production environment.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the

performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
18. Be responsible for assigning roles and/or adjusting permissions of existing roles.
19. Be responsible for post-production maintenance and support of the NetSuite instance.
20. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.

21. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 22. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 23. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Provide tax registration(s), unemployment rates and deposit frequency;
 - c. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - d. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English only.
 3. Standard functionalities will not be documented.
 4. You do not require Oracle consultants to work outside standard local country workday hours.
 5. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 6. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 7. Only US Employees, USD currency, and US subsidiaries/tax jurisdictions are supported.
 8. NetSuite ERP must be in Your production environment.
 9. US Payroll activation start date needs to be approximately sixty (60) days in advance of planned payroll in production environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

7091 - Activation – SuiteSuccess SuitePeople HR Starter

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of Oracle SuitePeople HR in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the instance as follows based on Oracle NetSuite standard practices:
 1. Activate and configure the preconfigured PSG Bundles and dashboard.
 2. Configure up to two (2) custom HR related fields.
 3. Activate preconfigured role without customizations.
 4. Activate and set up standard dashboards without customizations.
- C. Provide up to three (3) hours to conduct up to two (2) standard practice core process walkthrough sessions.
- D. Provide up to ten (10) hours of configuration, which may include any of the following:
 1. Time-off types – up to three (3).
 2. Time-off rules – up to three (3).
 3. Time-off plans – up to two (2).
 4. Advanced terminations.
 5. Benefits Tracking – up to three (3) carriers, benefits and benefit types.
 6. Change request types – up to three (3).
 7. Standard change request workflow – up to one (1).
- E. Provide up to ten (10) hours to facilitate discussions related to Your base configuration, which may include the following topics:
 1. Employee status.
 2. Employee types.
 3. Custom government issued identification types.
 4. Work calendars.
 5. Effective date change reasons.
 6. Termination reasons.
 7. Kudos – Organizational Values.
 8. Org browser & employee directory.
 9. Onboarding template.
 10. Offboarding template.
 11. Advanced jobs (families, levels and job grades).
 12. Job requisitions.
 13. Health and Safety.
- F. Provide up to two (2) hours, which must be utilized by You within a period of five (5) consecutive business days, to assist You with UAT issue resolution.
- G. Activate user access to Your NetSuite instance configuration within Your production environment.
- H. Provide up to five (5) hours of post Go-Live support, which must be utilized by You within a period of five (5) consecutive business days not to exceed the Professional Services Period. Post Go-Live support may consist of the following:
 1. Weekly meetings to answer questions; and
 2. Support via email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle’s delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. Be responsible for extracting the data from Your source systems, cleaning it and translating it in the format specified by Oracle and loading it in the NetSuite instance within one (1) week from the introductory call.
15. Be responsible for validating the final list data and transactional data within two (2) weeks from the introductory call.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.

17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for assigning roles and/or adjusting permissions of existing roles.
 19. Be responsible for post-production maintenance and support of the NetSuite instance.
 20. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 21. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 22. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 23. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Provide tax registration(s), unemployment rates and deposit frequency;
 - c. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - d. Provide on-going support to internal users following Oracle's completion of the Activation Services.
 24. Be responsible for all configuration activities related to the items listed in section 1.E.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English only.
 3. Standard functionalities will not be documented.
 4. You do not require Oracle consultants to work outside standard local country workday hours.
 5. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
 6. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 7. NetSuite ERP must be in Your production environment.
 8. One (1) employee record will be created per employee.
 9. Employees do not have a variable work schedule.
 10. Statutory reporting requirements are out of scope.
 11. Effective dated records are out of scope.
 12. Employee accrual credits and carryover rules are not enforced on employee anniversary dates.
 13. Advanced Termination will use the standard 'Exit Interview' record.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not

apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

SUITEPEOPLE WORKFORCE MANAGEMENT ACTIVATION SERVICES

For purposes of this Service Description, all references to “You” or “Your” shall have the same meaning as “Customer” (as defined in the Agreement).

Activation – SuitePeople Workforce Management US Implementation

1. Description of Advisory Services

Oracle will provide Customer with Advisory Services, up to a maximum of fifteen (15) hours, for the setup of Your SuitePeople Workforce Management Platform ("Advisory Services"). Such Services may include the following activities.

- A. Facilitate discussions related to Your base configuration, which may include:
 - 1. Introduction meeting and up to five (5) advisory sessions.
 - 2. Configuration setup guidance.
 - 3. Project guidance and oversight.
- B. Provide You with eLearning training videos.
- C. Host remote question and answer ("Q&A") sessions.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Advisory Services as set forth in Section 1, “Description of Advisory Services” above. Oracle will not be responsible for any deficiency in performing Advisory Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Advisory Services depends upon Your fulfilment of the following obligations and the following project assumptions:

- A. Your Obligations
 - 1. Obtain Cloud Services under separate contract prior to the commencement of Advisory Services and maintain such Cloud Services for the duration of the Advisory Services.
 - 2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
 - 3. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.
 - 4. Don’t film or record Oracle’s delivery of Professional Services, Oracle resources, or any Oracle materials.
 - 5. Written communication of Your need to pause Professional Services to complete assigned tasks must be received five (5) business days in advance of any such pause, and the pause will be limited to no more than ten (10) business days. Only one (1) pause will be permitted under the Professional Services Period.
 - 6. Be responsible for completing the location and job template provided by Oracle.

7. Be responsible for assigning a subject matter expert ("SME") who will be responsible for performing all setup activities.
- B. Project Assumptions
 1. All Professional Services will be performed remotely.
 2. You do not require Oracle consultants to work outside their standard local country workday hours.
 3. All project documentation, configuration, and presentations and project communications are in English, or such other available languages the parties may agree upon in writing.
 4. Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.
 5. Any Professional Services not expressly included in the above Section 1, "Description of Advisory Services" are considered out of scope.
 6. Project schedule is based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in a timely fashion.

3. Unused Services

The Advisory Services must be used within the Professional Services Period. Any portion of the Advisory Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Advisory Services. You may not apply any portion of unused Advisory Services or fees paid, for any services other than the Advisory Services stated in this Service Description. In order for Oracle to provide Advisory Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate Order, to the terms and fees for such services.

4. Project Point of Contact

You and Oracle each agree to designate a project point of contact who shall be responsible for coordinating its activities under this Service Description. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party's project point of contact. Your project point of contact shall have the authority to approve Professional Services on Your behalf. Oracle's project point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Activation – SuitePeople Workforce Management International Implementation

1. Description of Advisory Services

Oracle will provide Customer with Advisory Services, up to a maximum of twenty (20) hours, for the setup of Your SuitePeople Workforce Management Platform ("Advisory Services"). Such Services may include the following activities.

- A. Facilitate discussions related to Your base configuration, which may include:
 - 1. Introduction meeting and up to five (5) advisory sessions.
 - 2. Configuration setup guidance.
 - 3. Project guidance and oversight.
- B. Provide You with eLearning training videos.
- C. Host remote question and answer ("Q&A") sessions.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Advisory Services as set forth in Section 1, "Description of Advisory Services" above. Oracle will not be responsible for any deficiency in performing Advisory Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Advisory Services depends upon Your fulfilment of the following obligations and the following project assumptions:

- A. Your Obligations
 - 1. Obtain Cloud Services under separate contract prior to the commencement of Advisory Services and maintain such Cloud Services for the duration of the Advisory Services.
 - 2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
 - 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.
 - 4. Don't film or record Oracle's delivery of Professional Services, Oracle resources, or any Oracle materials.
 - 5. Written communication of Your need to pause Professional Services to complete assigned tasks must be received five (5) business days in advance of any such pause, and the pause will be limited to no more than ten (10) business days. Only one (1) pause will be permitted under the Professional Services Period.
 - 6. Be responsible for completing the location and job template provided by Oracle.
 - 7. Be responsible for assigning a subject matter expert ("SME") who will be performing all setup activities.
- B. Project Assumptions
 - 1. All Professional Services will be performed remotely.
 - 2. You do not require Oracle consultants to work outside their standard local country workday hours.
 - 3. All project documentation, configuration, and presentations and project communications are in English, or such other available languages the parties may agree upon in writing.
 - 4. Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.

5. Any Professional Services not expressly included in the above Section 1, “Description of Advisory Services” are considered out of scope.
6. Project schedule is based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in a timely fashion.

3. Unused Services

The Advisory Services must be used within the Professional Services Period. Any portion of the Advisory Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Advisory Services. You may not apply any portion of unused Advisory Services or fees paid, for any services other than the Advisory Services stated in this Service Description. In order for Oracle to provide Advisory Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate Order, to the terms and fees for such services.

4. Project Point of Contact

You and Oracle each agree to designate a project point of contact who shall be responsible for coordinating its activities under this Service Description. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party’s project point of contact. Your project point of contact shall have the authority to approve Professional Services on Your behalf. Oracle’s project point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Activation – SuitePeople Workforce Management Plus ANZ Implementation

****Only available to Customers in Australia and New Zealand.**

1. Description of Advisory Services

Oracle will provide Customer with Advisory Services, up to a maximum of thirty (30) hours, for the setup of Your SuitePeople Workforce Management Platform ("Advisory Services"). Such Services may include the following activities.

- A. Facilitate discussions related to Your base configuration and advanced configuration of Contract hours and Cross Agreement Linking, which may include:
 - 1. Introduction meeting and up to seven (7) advisory sessions.
 - 2. Configuration setup guidance.
 - 3. Project guidance and oversight.
- B. Provide You with eLearning training videos.
- C. Host remote question and answer ("Q&A") sessions.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Advisory Services as set forth in Section 1, "Description of Advisory Services" above. Oracle will not be responsible for any deficiency in performing Advisory Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Advisory Services depends upon Your fulfilment of the following obligations and the following project assumptions:

- A. Your Obligations
 - 1. Obtain Cloud Services under separate contract prior to the commencement of Advisory Services and maintain such Cloud Services for the duration of the Advisory Services.
 - 2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
 - 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.
 - 4. Don't film or record Oracle's delivery of Professional Services, Oracle resources, or any Oracle materials.
 - 5. Written communication of Your need to pause Professional Services to complete assigned tasks must be received five (5) business days in advance of any such pause, and the pause will be limited to no more than ten (10) business days. Only one (1) pause will be permitted under the Professional Services Period.
 - 6. Be responsible for completing the location and job template provided by Oracle.
 - 7. Be responsible for assigning a subject matter expert ("SME") who will be responsible for performing all setup activities.
- B. Project Assumptions
 - 1. All Professional Services will be performed remotely.
 - 2. You do not require Oracle consultants to work outside their standard local country workday hours.
 - 3. All project documentation, configuration, and presentations and project communications are in English, or such other available languages the parties may agree upon in writing.

4. Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.
5. Any Professional Services not expressly included in the above Section 1, “Description of Advisory Services” are considered out of scope.
6. Project schedule is based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in a timely fashion.

3. Unused Services

The Advisory Services must be used within the Professional Services Period. Any portion of the Advisory Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Advisory Services. You may not apply any portion of unused Advisory Services or fees paid, for any services other than the Advisory Services stated in this Service Description. In order for Oracle to provide Advisory Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate Order, to the terms and fees for such services.

4. Project Point of Contact

You and Oracle each agree to designate a project point of contact who shall be responsible for coordinating its activities under this Service Description. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party’s project point of contact. Your project point of contact shall have the authority to approve Professional Services on Your behalf. Oracle’s project point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

RETIRED ACTIVATION SERVICES (NO SALE OR RENEWAL)

6296 - Activation – SuiteSuccess Starter

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and up to two (2) agreed upon transactional currencies to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Configure up to ten (10) custom fields.
 - 5. Configure one (1) printed form for each printed transaction record type within a single subsidiary account.
 - 6. Activate the preconfigured roles as defined for Your country.
 - 7. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 - 8. Setup preconfigured dashboards and standard reports without modification.
- C. Provide up to six (6) hours to conduct process walkthroughs to demonstrate use cases for up to five (5) standard practice core process walkthrough areas covering general ledger, A/P, and A/R processes.
- D. Provide up to twenty-five (25) hours of data migration consulting, which may include any of the following:
 - 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Inventory and Non-Inventory)) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 - 2. Migrate the following data into the NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Inventory and Non-Inventory)) and open transactions (sales orders, purchase orders, A/R, A/P). No closed/completed historical transactions.
 - b. Historical trial balances - up to twelve (12) consecutive period balances within current and/or last fiscal year.
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Conduct one (1) closeout remote meeting, which is up to one (1) hour in duration.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth in Section 1 above. Oracle will not be responsible for any

deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.

- b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.
 - d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
 - e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.
16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
 18. Be responsible for post-production maintenance and support of the NetSuite instance.
 19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
 20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
 22. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
 23. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
1. All Activation Services will be performed remotely.
 2. All project documentation, presentations and project communication will be in English.
 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, classes and locations segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 - x. Manual import guidance.
 - xi. Bank Feeds SuiteApp guidance.
 - xii. Corporate credit card reconciliation.

- xiii. Multiple currencies & exchange rates – up to two (2).
- xiv. Print and issue checks.
- xv. Tax setup.
- xvi. Fiscal close.
- xvii. Financial reports.
- xviii. Budget reporting.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: inventory, non-inventory, service, other charge, item groups, kits, and discount/markup.
 - ii. Item pricing (pricing levels, pricing groups, quantity-based).
 - iii. Item costing (FIFO, LIFO, and Average).
 - iv. Item transactions (item receipts and fulfillments, inventory transfers, transfer orders, and inventory adjustments, multi-location inventory).
- c. Order to Cash, limited to:
 - i. Customer master.
 - ii. Sales orders.
 - iii. Sales order item fulfillments (single step).
 - iv. Drop shipment & special order.
 - v. Customer invoices.
 - vi. Invoice delivery (email, eFax, print)
 - vii. Customer payments (manual).
 - viii. Customer return authorizations.
 - ix. Customer return item receipts.
 - x. Customer credit memos.
 - xi. Customer refunds.
 - xii. Shipping integration for one (1) of the following (note: this is only applicable to orders fully executed before December 13, 2024):
 - 1. UPS;
 - 2. FedEx; or
 - 3. USPS/Endicia.
- d. Procure to Pay, limited to:
 - i. Employee master.
 - ii. Vendor master.
 - iii. Purchase orders.
 - iv. Single level purchase order approval workflow (note: this is only applicable to orders fully executed on or after December 13, 2024).
 - v. Purchase order item receipts.
 - vi. Vendor bills.
 - vii. Vendor bill payments: Manual export file using standard templates for single currency.
 - viii. Vendor credits.
 - ix. Deposits for vendor refunds.
- e. Lead to Quote, limited to:
 - i. Leads.
 - ii. Prospects.
 - iii. Quote delivery (email, eFax, print).
 - iv. Quotes.

- v. Opportunities.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside their standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds Suite App:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Starter.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting a financial institution that uses Open Banking technology.
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
 - d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Approval workflows.
 - d. Third-party vendor coordination.
 - e. Integrations with other systems.
 - f. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

6614 - Activation – SuiteSuccess Starter Services

1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 - 1. Configure one (1) single language and up to two (2) agreed upon transactional currencies to be deployed for all application users.
 - 2. Configure OneWorld for up to one (1) country.
 - 3. Configure up to one (1) parent and one (1) subsidiary account.
 - 4. Configure up to ten (10) custom fields.
 - 5. Configure one (1) printed form for each printed transaction record type within a single subsidiary account.
 - 6. Activate the preconfigured roles as defined for Your country.
 - 7. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 - 8. Setup preconfigured dashboards and standard reports without modification.
 - 9. Configure Project Master, Project Template, Project Task, Timesheet, Time Tracking and Expense Report and Charge Based Billing.
 - 10. Configure up to five (5) standard billing schedules for any non-project related billing on Sales Orders.
- C. Provide up to six (6) hours to conduct process walkthroughs to demonstrate use cases for up to six (6) standard practice core process walkthrough areas covering general ledger, A/P, A/R and Project Management processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 - 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Service and Expense), Project Headers) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 - 2. Migrate the following data into Your NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Service and Expense), Project Headers) and open transactions (sales orders, purchase orders, A/R, A/P). No closed/completed historical transactions.
 - b. Historical trial balances - up to twelve (12) consecutive period balances within current and/or last fiscal year.
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Conduct one (1) closeout remote meeting, which is up to one (1) hour in duration.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Export file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting the QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover data from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.
 - b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.

- d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
- e. Perform data encryption, extraction, consolidated, cleansing and mapping to the appropriate service fields for all data import activity.
- 16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
- 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
- 18. Be responsible for post-production maintenance and support of the NetSuite instance.
- 19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
- 20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
- 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
- 22. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
- 23. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
 - 1. All Activation Services will be performed remotely.
 - 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 - 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, classes and locations segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 - 1. Manual import guidance.
 - 2. Bank Feeds SuiteApp guidance.
 - x. Corporate credit card reconciliation.
 - xi. Multiple currencies & exchange rates – up to two (2).
 - xii. Print and Issue checks.

- xiii. Tax setup.
- xiv. Fiscal close.
- xv. Financial reports.
- xvi. Budget reporting.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: inventory, non-inventory, service, other charge, item groups, kits, and discount/markup.
 - ii. Item pricing (pricing levels, pricing groups, quantity-based).
 - iii. Item costing (FIFO, LIFO, and Average).
 - iv. Item transactions (item receipts and fulfillments, inventory transfers, transfer Orders, and inventory adjustments, multi-location inventory).
- c. Order to Cash, limited to:
 - i. Customer master.
 - ii. Sales orders.
 - iii. Sales order item fulfillments (single step).
 - iv. Drop shipment & special order.
 - v. Customer invoices.
 - vi. Invoice delivery (email, eFax, print).
 - vii. Customer payments (manual).
 - viii. Customer return authorizations.
 - ix. Customer return item receipts.
 - x. Customer credit memos.
 - xi. Customer refunds.
 - xii. Shipping integration for one (1) of the following (note: this is only applicable to orders fully executed before December 13, 2024):
 - 1. UPS;
 - 2. FedEx; or
 - 3. USPS/Endicia.
 - xiii. Up to five (5) standard billing schedules for any non-project related billing on sales orders.
- d. Procure to Pay, limited to:
 - i. Employee master.
 - ii. Vendor master.
 - iii. Purchase orders.
 - iv. Single level purchase order approval workflow (note: this is only applicable to orders fully executed on or after December 13, 2024).
 - v. Purchase order item receipts.
 - vi. Vendor bills.
 - vii. Vendor bill payments: Manual export file using standard templates for single currency.
 - viii. Vendor credits.
 - ix. Deposits for vendor refunds.
- e. Lead to Quote, limited to:
 - i. Leads.
 - ii. Prospects.
 - iii. Quote delivery (email, eFax, print).
 - iv. Quotes.
 - v. Opportunities.

- f. Project to Cash, limited to:
 - i. Project master.
 - ii. Project template.
 - iii. Project task.
 - iv. Time tracking.
 - v. Time sheet.
 - vi. Project expenses/expense reports.
 - vii. Project billing/charged based billing.
 - viii. Time & expense approval (single level).
 - ix. Project reporting.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds SuiteApp:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Starter Services.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting a financial institution that uses Open Banking technology..
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
 - d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
- 11. Anything not expressly listed in the Description of Activation Services is not included in the scope of, or estimated fees for, the Activation Services. Items identified as out of scope include, without limitation, the following (the following is not an exhaustive list):
 - a. Performance testing, tuning or any management of performance services.
 - b. Customization of Advanced PDF/HTML forms.
 - c. Approval workflows (except time & expense (single level).
 - d. Third-party vendor coordination.
 - e. Integrations with other systems.
 - f. Sandbox setup or support of sandbox environment.

3. Unused Services

The Activation Services must be used within the Professional Services Period. Any portion of the Activation Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other

services, for any unused portion of the fees paid for any unused portion of the Activation Services. You may not apply any portion of unused Activation Services or fees paid, for any services other than the Activation Services stated in the above Description of Activation Services. In order for Oracle to provide services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.

4. Project Management

You agree to designate a project manager who shall be responsible for coordinating Your activities under this order. You shall direct all inquiries concerning the Activation Services to the Oracle project lead. Oracle's project lead shall have the sole right to exercise direct control and supervision of the work assignments of Oracle resources.

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1. Description of Activation Services

Oracle will perform the following Activation Services to assist You with the implementation of SuiteSuccess Starter in the NetSuite instance:

- A. Conduct an introductory telephone conference call for up to one and a half (1.5) hours with Your project team to review the Activation Services and estimated timeline for performance of the Activation Services.
- B. Configure the NetSuite instance as follows based on Oracle NetSuite standard practices:
 1. Configure one (1) single language and up to two (2) agreed upon transactional currencies to be deployed for all application users.
 2. Configure OneWorld for up to one (1) country.
 3. Configure up to one (1) parent and one (1) subsidiary account.
 4. Configure up to ten (10) custom fields.
 5. Configure one (1) printed form for each printed transaction record type within a single subsidiary account.
 6. Activate the preconfigured roles as defined for Your country.
 7. Activate and configure the preconfigured PSG Bundles as defined for Your country.
 8. Setup preconfigured dashboards and standard reports without modification.
 9. Configure up to three (3) base units of measure.
- C. Provide up to six (6) hours to conduct process walkthroughs to demonstrate the use cases for up to five (5) standard practice core process walkthrough areas covering general ledger, A/P and A/R processes.
- D. Provide up to forty (40) hours of data migration consulting, which may include any of the following:
 1. Assistance mapping Your list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Inventory, Serialized Items, Lot Track Items, Matrix Items and Non-Inventory), Bins) into NetSuite standard data templates and, if applicable, an overview of standard NetSuite instance data templates and of CSV import tool.
 2. Migrate the following data into Your NetSuite instance via CSV tool:
 - a. Up to one thousand eight hundred (1,800) list data (COA, Accounting Segments, Employees, Customers, Vendors, Items (Inventory, Serialized Items, Lot Track Items, Matrix Items and Non-Inventory), Bins) and open transactions (sales orders, purchase orders, A/R, A/P). No closed/completed historical transactions.
 - b. Historical trial balances - up to twelve (12) consecutive period balances within current and/or last fiscal year.
- E. Activate user access to Your NetSuite instance configuration within Your production environment.
- F. Conduct one (1) closeout remote meeting, which is up to one (1) hour in duration.
- G. Provide up to four (4) hours of post Go-Live support, which must be utilized by You within a period of thirty (30) consecutive business days not to exceed the Professional Services Period. Post Go-Live support to answer Your questions may be provided via virtual meeting, email or phone.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the

performance of any Activation Services as set forth above. Oracle will not be responsible for any deficiency in performing Activation Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Activation Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

1. Obtain Cloud Services under separate contract prior to the commencement of Activation Services and maintain such Cloud Services for the duration of the Activation Services.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Activation Services.
3. Provide any notices, and obtain any consents, required for Oracle to perform Activation Services.
4. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Activation Services.
5. When Activation Services will be performed on-site at customer location in the US, as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.
6. If while performing Activation Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
7. Do not film or record Oracle's delivery of Activation Services, Oracle resources, or any Oracle materials.
8. Ensure Your existing procedure and business process documentation is made available to Oracle in a timely manner prior to the commencement of the Activation Services.
9. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
10. Ensure that Your designated Learning Cloud Support passholder training attendee(s), as agreed between You and Oracle at the start of implementation, complete(s) the pre-requisite implementation readiness training courses identified by Oracle (based on the Cloud Services You purchase) and in accordance with the required timeline specified in the notification You receive from the NetSuite training operations team.
11. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
12. Be responsible for planning, executing, and managing all aspects of the system review, including preparing and executing test cases and plans and reviewing test results.
13. Modify Your processes as necessary to comply with the standard functionality in the NetSuite instance.
14. If Your source system is QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then be responsible for the following:
 - a. Exporting file(s) from QuickBooks, in the format specified by Oracle, and providing such file(s) to the Oracle team on or before the introductory call.
 - b. Be responsible for exporting the QuickBooks files, including but not limited to A/R Aging and A/P Aging files for cutover from QuickBooks.
 - c. Be responsible for validating data.
15. If Your source system is not QuickBooks Online, QuickBooks Desktop or QuickBooks Enterprise then prepare Your data by performing the following activities, prior to handover for data migration performed by Oracle:
 - a. Ensure Your data is in compliance with localized taxation and reporting requirements.

- b. Cleanse and export data from Your legacy instance, convert to the format specified by Oracle, and provide to Oracle within five (5) business days after the introductory call.
 - c. Validate final list and transactional data within two (2) weeks from the introductory call.
 - d. Provide conversion data in CSV file formats documented in the templates located in the NetSuite instance.
 - e. Perform data encryption, extraction, consolidation, cleansing and mapping to the appropriate service fields for all data import activity.
- 16. Maintain responsibility for the implementation of file-based interfaces in Your existing systems including production and consumption of file-based interfaces by non-Oracle systems.
- 17. Ensure that Your team members are dedicated to completing their obligations related to these Activation Services and their assigned tasks under the project work plan.
- 18. Be responsible for post-production maintenance and support of the NetSuite instance.
- 19. Be responsible for data migration and system integrations between the NetSuite instance and legacy applications.
- 20. Be responsible for exporting and manipulating relevant data from the NetSuite instance to satisfy localized taxation and reporting requirements, if applicable.
- 21. Make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that You are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the Activation Services from Oracle's global locations.
- 22. Be responsible for setup related to Bank Feeds SuiteApp (if applicable).
- 23. Prior to the commencement of Activation Services, designate and identify a business resource that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite instance. Responsibilities include but are not limited to:
 - a. Provide user feedback during configuration and validation;
 - b. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required; and
 - c. Provide on-going support to internal users following Oracle's completion of the Activation Services.
- B. Project Assumptions
 - 1. All Activation Services will be performed remotely.
 - 2. All project documentation, presentations and project communication will be in English, or such other available languages the parties may agree upon in writing.
 - 3. The core processes under this order are as follows:
 - a. Record to Report, limited to:
 - i. One (1) country.
 - ii. Up to one (1) parent and up to one (1) subsidiary. The parent is a non-transacting reporting entity, and is not an operational subsidiary.
 - iii. One (1) country sales tax nexus.
 - iv. Department, classes and locations segments.
 - v. COA (Single COAs).
 - vi. Accounting periods – based on twelve (12)-month calendar.
 - vii. Journal entries (standard, recurring, reversing, import, automated).
 - viii. Budget – one (1) segmented by department and subsidiary.
 - ix. Bank account reconciliation.
 - 1. Manual import guidance.
 - 2. Bank Feeds SuiteApp guidance.

- x. Corporate credit card reconciliation.
- xi. Multiple currencies & exchange rates – up to two (2).
- xii. Print and Issue checks.
- xiii. Tax setup.
- xiv. Fiscal close.
- xv. Financial reports.
- xvi. Budget reporting.
- b. Design to Build, limited to:
 - i. Item master – items from the following item types: inventory, non-inventory, service, other charge, item groups, kits, and discount/markup.
 - ii. Item pricing (pricing levels, pricing groups, quantity-based).
 - iii. Item costing (FIFO, LIFO, and Average).
 - iv. Item transactions (item receipts and fulfillments, inventory transfers, transfer orders, and inventory adjustments, multi-location inventory).
 - v. Reorder points.
 - vi. Preferred stock level by location.
 - vii. Lot tracking.
 - viii. Serialized inventory.
 - ix. Matrix items – up to one (1) parent item that includes:
 - 1. Up to two (2) attributes.
 - 2. Up to five (5) options per attribute.
 - x. Bin management.
 - xi. Multiple units of measure.
- c. Order to Cash, limited to:
 - i. Customer master.
 - ii. Sales orders.
 - iii. Sales order item fulfillments (pick, pack, ship).
 - iv. Drop shipment & special order.
 - v. Customer invoices.
 - vi. Invoice delivery (email, eFax, print).
 - vii. Customer payments (manual).
 - viii. Customer return authorizations.
 - ix. Customer return item receipts.
 - x. Customer credit memos.
 - xi. Customer refunds.
 - xii. Shipping integration for one (1) of the following (note: this is only applicable to orders fully executed before December 13, 2024):
 - 1. UPS;
 - 2. FedEx; or
 - 3. USPS/Endicia.
 - xiii. NetSuite Ship Central Cloud Service: Shipping (note: this is only applicable to orders fully executed on or after December 13, 2024).
- d. Procure to Pay, limited to:
 - i. Employee master.
 - ii. Vendor master.
 - iii. Purchase orders.

- iv. Purchase order item receipts.
- v. Vendor bills.
- vi. Vendor bill payments: Manual export file using standard templates for single currency.
- vii. Vendor credits.
- viii. Deposits for vendor refunds.
- e. Lead to Quote, limited to:
 - i. Leads.
 - ii. Prospects.
 - iii. Quote delivery (email, eFax, print).
 - iv. Quotes.
 - v. Opportunities.
- 4. Standard functionalities will not be documented.
- 5. You do not require Oracle consultants to work outside standard local country workday hours.
- 6. The Activation Services are designed to Go-Live in the production environment at one time with all users (i.e. Go-Live is not performed in stages).
- 7. Closed/Completed historical transactions such as closed purchase orders, sales orders, paid customer invoices, customer payments, paid vendor bills, or vendor payments will not be imported into the NetSuite instance.
- 8. Data imports and setup will be performed for a single, operational subsidiary.
- 9. Bank Feeds SuiteApp:
 - a. Not all financial institutions are supported by the Bank Feeds SuiteApp and may require manual imports for reconciliation or additional services that are out of scope for Activation – SuiteSuccess Starter – Products.
 - b. The Bank Feeds SuiteApp import process can support a maximum of twenty (20) bank accounts (regardless of type). This limitation does not apply when connecting a financial institution that uses Open Banking technology.
 - c. The Bank Feeds SuiteApp import process can only support a maximum of ten thousand (10,000) transactions per linked bank account per day. This number decreases by one thousand (1,000) for each account if multiple bank accounts are linked to the NetSuite instance.
 - d. The Bank Feeds SuiteApp applies to linked personal business accounts only.
- 10. Printed forms will be configured using the native PDF layout functionality, without HTML, residing in the NetSuite instance.
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 - b. Customization of Advanced PDF/HTML forms.
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