

NetSuite Disclaimer

Unless the license below and the bundle description state that the bundle is made available by NetSuite, your installation, access and use of the bundle and the agreement set forth below are between you and the third party specified in the bundle description and/or agreement, not NetSuite.

License Agreement

ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU AT THE TIME YOU INSTALL, COPY OR OTHERWISE USE THIS TECHNOLOGY. YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT PRIOR TO INSTALLING, COPYING OR BEGIN USING THE TECHNOLOGY. YOU ARE REPRESENTING THAT YOU HAVE AUTHORITY TO ENTER INTO AGREEMENT ON BEHALF OF YOU OR YOUR COMPANY (OR OTHER ENTITY). IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, DO NOT INSTALL, COPY OR OTHERWISE USE THE TECHNOLOGY IN ANY MANNER.

The following definitions are applicable to this License Agreement ("Agreement"):

- "Early Access Technologies" means certain versions, features, or functionality of the Technology that are marked or identified as early access, non-production, beta, pre-release, or test (or with other similar terminology).
- "Main Terms" means the agreement(s) governing Your access to, and use of, the Service, and may include a NetSuite License Agreement, Subscription Services Agreement, SuiteFlex or SuiteCloud Developer Network Program Agreement, Solution Provider Agreement, Trial Account Agreement, Systems Integrator Agreement, Referral Partner Agreement, Reseller Agreement or similar agreement.
- "NetSuite" means NetSuite Inc.
- "Service" means NetSuite's cloud-based suite of business management applications, including financials/Enterprise Resource Planning, Customer Relationship Management, Professional Services Automation, and omnichannel commerce software suites, and includes any updates, modifications, bug fixes, upgrades, enhancements, and new versions thereto.
- "Technology" means the technology that You are accessing and using pursuant to this Agreement, or otherwise made available to you pursuant to this Agreement.
- "You," and "Your" refer to any person or entity accessing or using this Technology.

This Agreement governs your access to, and use of, the Technology, and supplements and modifies the Main Terms with respect to the Technology. In the event of a conflict between the Main Terms and this Agreement with respect to the Technology, the terms of this Agreement will prevail. Otherwise, the Main Terms are incorporated herein by reference.

You expressly agree as follows:

1) License; Restrictions

- (a) Any license or access terms in the Main Terms do not apply to the Technology.
- (b) Subject to Your compliance with the terms and conditions of this Agreement, including payment of any applicable fees, during the term of this Agreement, NetSuite grants You a personal, non-exclusive, non-transferable, non-sublicensable, limited license to install and use the Technology, in object code form only, in Your instance of the Service.
- (c) The Technology may include other open source software programs licensed under different terms or licensed by a vendor other than NetSuite. To the extent that NetSuite includes third party or open source software in or with the Technology ("OpenSource Software"), this Agreement will not, and the licenses governing such OpenSource Software will, apply to Your access and use of such OpenSource Software. License notices and requirements for third party software are included in the Technology or its documentation. Notwithstanding anything to the contrary set forth in this Agreement or the Main Terms, NetSuite is not responsible for, and makes no warranties, express or implied, related to Open Source Software and will have no liability for Your use of such Open Source Software.
- (d) With respect to Early Access Technologies, You agree to adhere to any limitations of Early Access Technologies and may not use such Early Access Technologies in a production environment. NetSuite reserves the right to withdraw any Early Access Technologies from testing or disable the Early Access Technologies at any time in its sole discretion and never release it as a commercial product. Without limiting the foregoing, upon the earliest of (i) notice from NetSuite, (ii) the conclusion of any testing period specified by NetSuite for the Early Access Technologies, (iii) NetSuite's removal or deactivation of the Early Access Technologies, and (iv) the availability of the Early Access Technologies as a generally available NetSuite product or service, You will cease all use of

the Early Access Technologies. You acknowledge and agree that NetSuite (either directly or through third party providers) will be reviewing and monitoring the performance of the Early Access Technologies during the course of the specified testing period for such Early Access Technologies.

(e) You may not modify, copy, re-bundle, or distribute the Technology. You may not prepare any derivative works of or enhancements to the Technology. You may not disassemble, decompile or reverse engineer the Technology non-open source components in order to obtain the source code, which is a trade secret of NetSuite or its suppliers. You may not sell, rent, loan, lease, sublease, assign, or otherwise transfer or make available the Technology. You may not reprint, distribute, or embed any documentation related to the Technology. You agree to reproduce any copyright and other proprietary right notices on any copies of the Technology.

(f) You acknowledge and agree that NetSuite may at any time and without notice to You (i) remove the Technology from the Service and Your access to the Technology, (ii) modify or update the Technology in a manner which impacts or impairs your use of the Technology, the Service, or other NetSuite or third party technologies, and (iii) add, remove, or modify features or functionality of the Technology.

2) Notwithstanding anything to the contrary set forth in the Main Terms, You will indemnify, defend (at NetSuite's option and election), and hold NetSuite, its affiliated companies, and their suppliers, licensors, customers, and contractors harmless from and against any claims, actions, proceedings, losses, damages, and liabilities, including attorneys' fees, arising out of or related to Your access to, or use of, the Technology, or Your violation of this Agreement. In connection with the foregoing, You will select counsel reasonably acceptable to NetSuite and provide NetSuite with monthly, detailed updates regarding any action covered by this Section 3. You may not enter into any settlement that imposes liability on NetSuite or restricts NetSuite's rights without NetSuite's prior written consent. NetSuite may review Your use of the Technology and compliance with this Agreement at any time and without notice to You.

3) This Agreement is effective until terminated or until Your access to or use of the Service is terminated (whichever is earlier). NetSuite may terminate this Agreement immediately and without notice if You fail to comply with any term of this Agreement or upon thirty (30) days prior written notice to You. Upon any such termination, You must destroy all full and partial copies of the Technology immediately and, if requested by NetSuite, certify in writing that the Technology was destroyed. The following provisions will survive expiration or termination of this Agreement: 2, 3, 4, 5, 7, 10, and 11.

4) THE EARLY ACCESS TECHNOLOGY IS PROVIDED BY NETSUITE "AS IS" AND IS "AS AVAILABLE." NETSUITE AND ITS LICENSORS DO NOT REPRESENT THAT THE TECHNOLOGY WILL BE ERROR-FREE OR THAT THE TECHNOLOGY WILL MEET ANY REQUIREMENTS. ANY UPTIME COMMITMENTS MADE TO YOU RELATED TO THE SERVICE DO NOT APPLY TO YOUR USE OF THE TECHNOLOGY. ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY EXPRESSLY AND COMPLETELY DISCLAIMED. NETSUITE WILL NOT PROVIDE YOU WITH ANY INDEMNIFICATION FOR THE EARLY ACCESS TECHNOLOGY.

5) IN NO EVENT SHALL NETSUITE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHATSOEVER, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS TECHNOLOGY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL NETSUITE OR ITS LICENSORS BE LIABLE TO YOU UNDER THIS AGREEMENT RELATED TO EARLY ACCESS TECHNOLOGIES FOR ANY AMOUNTS IN EXCESS OF US\$50.00. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE TECHNOLOGY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES.

6) You agree to maintain compliance with all applicable laws and regulatory, security and other compliance obligations or industry specific standards related to Your access to, or use of, the Technology, including but not limited to any applicable PCI DSS requirements and all applicable credit card association, payment brand and card acquiring bank specific operating regulations, as they may be amended from time to time. If any part of the Technology is identified as export controlled items under applicable export laws, You represent and warrant that You are not a citizen, or otherwise located within, an embargoed nation as defined by U.S. law and that You are not otherwise prohibited under applicable export laws from receiving the Technology. Your rights to use this Technology are forfeited if You fail to comply with the terms of this Agreement.

7) The Technology is NetSuite's Confidential Information as defined in the Main Terms.

8)NetSuite may modify these terms upon notice to You.

9)Except with respect to Early Access Technologies, NetSuite will provide technical support to You related to the Technology in accordance with NetSuite's support obligations set forth in the Main Term. Notwithstanding the foregoing, NetSuite has no obligation to provide any technical support for any modified version of the Technology and reserves the right to charge, and You agree to pay, fees for support requests for modified Technology. You may report any problems related to Early Access Technologies, or provide feedback related thereto, by contacting support@netsuite.com.

10)It is expressly agreed that a breach of this Agreement may cause irreparable harm to NetSuite and that a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, NetSuite will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation thereof.

11)You acknowledge that You have read this Agreement, understand it, and, to the extent the Main Terms apply, that this Agreement, and the Main Terms are the complete and exclusive statement of Your agreement with NetSuite which supersedes any prior agreement, oral or written, between NetSuite and You with respect to the licensing to You of the Technology.

END OF AGREEMENT

<input type="checkbox"/> I Agree	<input type="checkbox"/> I Disagree
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