

NetSuite Support Terms of Service

Subject to your procurement of Support Services (as defined herein), these Support Services terms (the "Support Terms") shall govern SiliconCloud's provision of Support Services to you ("Customer") pursuant to the level of Support Services that you have procured or are otherwise entitled to.

1 Definitions

"Alternative Solution" means a solution or correction to an incident that allows the Service to function substantially in accordance with the User Guides.

"Authorized Contacts" means the named Customer employees or authorized agents who:

- (i) have sufficient technical expertise, training and/or experience with the Service to perform the Customer's obligations under these Support Terms;
- (ii) are responsible for all communications with SiliconCloud regarding these Support Terms, including case submission and Incident reports; and
- (iii) who are authorized by Customer to request and receive Support Services for the Service on behalf of the Customer.

"Business Days" are Monday to Friday during Normal Support Hours, excluding Irish public and bank holidays and SiliconCloud company holidays.

"Enhancement Request" means a request by Customer to add functionality or enhance performance beyond the specifications of the Service and are not included as part of Support Services.

"First Level Support" means any support relating to calls from Customer's customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

"Incident" means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in User Guides and reported by an Authorized Contact.

"Normal Support Hours" are 9:00 a.m. to 5:00 p.m. on Business Days in the Republic of Ireland.

"Response Time" means the targeted time period within which SiliconCloud will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that SiliconCloud receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

“Severity Level” means the Severity Levels 1-4 as defined below:

- **“Severity Level 1 (Critical)”** means an Incident where Customer’s production use of the Service is stopped or so severely impacted that the Customer cannot reasonably continue business operations. It may result in a material and immediate interruption of Customer’s business operation that will cause a loss of Customer data and/or restrict availability to such data and/or cause significant financial impact.
- **“Severity Level 2 (Significant)”** means an Incident where one or more important functions of the Service are unavailable with no acceptable Alternative Solution. Customer's implementation or production use of the Service is continuing but not stopped; however, there is a serious impact on the Customer's business operations.
- **“Severity Level 3 (Less Significant)”** means an Incident where:
(a) important Service features are unavailable but an Alternative Solution is available, or
(b) less significant Service features are unavailable with no reasonable Alternative Solution. Customers experience a minor loss of business operation functionality and/or an impact on implementation resources.
- **“Severity Level 4 (Minimal)”** means an Incident that has a minimal impact on business operations or basic functionality of the Service.

“Service” means the applicable NetSuite provided to you by NetSuite, and all associated agreements between NetSuite and you.

“Support Services” means the support services for the Service provided by SiliconCloud under the terms set forth herein, but do not include First Level Support or Enhancement Requests.

“Test Case” means Customer's instructions that allow SiliconCloud to reproduce an Incident.

2 Scope of the Support Terms

- 2.1. Subject to the terms contained herein, SiliconCloud shall address all Incidents which may arise from Customer's use of the Service in accordance with Sections 4 and 5 below.
- 2.2. SiliconCloud shall not have any obligation to provide Support Services with respect to any:
 - (a) adaptations, configurations or modifications of the Service made by the Customer or any third party;
 - (b) First Level Support, which shall be provided by Customer;
 - (c) Customer Data Quality Issues that impact on the service
 - (d) Enhancement Requests; or
 - (e) any items excluded pursuant to Section 5.
- 2.3. SiliconCloud may offer Professional Services to help resolve issues that fall outside the scope of the Support Services. Any Professional Services shall be provided under a separate agreement and shall be subject to the Agreement or SiliconCloud's then-current consulting fees and terms.

3 Term and Termination

Subject to the terms set forth herein, and unless otherwise provided in the applicable Estimate/Order Form or Agreement, the initial term for Support Services will commence on the Effective Date of the Service and shall continue for a period of one (1) year. In the event that Customer has not delivered an Order Form to SiliconCloud regarding the upcoming renewal term prior to the expiration of the then current term, the term shall be automatically extended for successive renewal terms of one (1) year each unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration. Fees for the Support Services on all subsequent Estimate/Order Forms and renewals shall be set at then current SiliconCloud pricing, unless otherwise agreed to by the parties.

For the duration of the initial term and any elected renewal term(s) described in this Section 4, Customer shall purchase and maintain the same level of Support Services for all users of the Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

In addition to any other rights or remedies SiliconCloud may have under these Support Terms, if Customer is more than thirty (30) days delinquent in any payment obligation, then SiliconCloud may, upon written notice to Customer, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.

Either party may terminate these Support Terms if the other party breaches a material term of these Support Terms and such breach is not cured within thirty (30) days after written notice thereof from the terminating party.

4 Incident Reporting and Response Times

- 4.1. **Authorized Contacts.** All reports of Incidents must be made to SiliconCloud by the Authorized Contact(s). Up to 2 authorised contacts are permissible. The primary method for a Customer to report an Incident is via support@siliconcloud.com and/or via the SiliconCloud customer portal. The Customer may substitute Authorized Contact(s) from time to time by giving SiliconCloud prior written notice, including the relevant contact information for any new Authorized Contact.
- 4.2. **Required Information.** All Incident reports must, if applicable, include the following:
- (a) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported.
 - (b) Exact wording of all related error messages.
 - (c) A full description of the Incident and expected results.
 - (d) Any special circumstances surrounding the discovery of the Incident.

SiliconCloud may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support SiliconCloud's support related services.

- 4.3. **Severity Levels.** SiliconCloud will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. SiliconCloud may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions. In the event SiliconCloud determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms.
- 4.4. **SiliconCloud's Obligations.** SiliconCloud will make available Support Services access during Normal Support Hours for the Customer to report Incidents and receive assistance. On receipt of an Incident report, SiliconCloud shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:
- (a) Confirm receipt of the Incident report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident.
 - (b) Work with Customer to set a severity level for the Incident based on the criteria set forth herein.
 - (c) Analyse the Incident and verify the existence of the problem.
 - (d) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5. Response Time Goals

	Severity 1	Severity 2	Severity 3	Severity 4
Response Time	2 Hours	4 Hours	8 Hours	2 Business Days

- 4.6. **Customers Obligations.** SiliconCloud’s obligation to provide Support Services under these Support Terms are conditioned upon the Customer:
- (a) paying all applicable fees for Support Services prior to the date the Incident is reported;
 - (b) Customer having valid access to the Service;
 - (c) providing SiliconCloud with all reasonable assistance and providing SiliconCloud with data, NetSuite account access, information and materials as that are reasonably necessary;
 - (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Service;
 - (e) providing all First Level Support;
 - (f) providing appropriate contact information for all Authorized Contacts(s);
 - (g) utilizing support@siliconcloud.com and/or the SiliconCloud customer portal.

5 Exclusions from Support Services

SiliconCloud will not be required to correct any Incident caused by

- (i) integration of any feature, program or device to the Service or any part thereof;
- (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or
- (iii) use of the Service that is not in compliance with the NetSuite Agreements.

6 Warranty

SILICONCLOUD WARRANTS ONLY TO CUSTOMER THAT SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. OTHER THAN AS EXPRESSLY STATED HEREIN, SUPPORT SERVICES ARE PROVIDED “AS IS.” SILICONCLOUD MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

7 General

- 7.1. **Complete Agreement.** These Support Terms are hereby incorporated by reference into the Agreement and represent the complete agreement between SiliconCloud and Customer regarding NetSuite Support Services and supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to Support Services. These Support Terms will not be modified except by a properly executed written amendment between the parties. Any terms and conditions of any purchase order or other instrument issued by Customer

in connection with these Support Terms that are in addition to, inconsistent with or different from the terms and conditions of these Support Terms will be of no force or effect.