

NetSuite SCIS Module Addendum

This NetSuite SCIS Module Addendum (“**Addendum**”) is made effective as of the date the applicable Estimate/Order Form that references this Addendum is signed by Customer (“**Addendum Effective Date**”) and sets forth additional terms and conditions that govern use of the NetSuite SCIS Module. This Addendum is in addition to and amends the NetSuite Subscription Services Agreement (“**SSA**”) between you (“**Customer**”) and NetSuite Inc. (“**NetSuite**”), but solely in connection with the NetSuite SCIS Module. NetSuite and Customer hereby agree as follows:

1. Definitions.

“**Agreement**” means the SSA as modified by this Addendum.

“**Client Devices**” means the Client Devices (including without limitation, any smartphone, tablet, computer or other device) operated by or for Customer at a Store.

“**NetSuite SCIS Module**” means: (a) the NetSuite SuiteCommerce In-Store hosted software module, as such module is described in the applicable Help Documentation.

“**NetSuite SCIS Client Application**” means the NetSuite SuiteCommerce In-Store Client Device application made available for download by NetSuite in object code only at the Client Device app store (or otherwise) that is installed on the Client Device(s) and governed by that separate NetSuite End User License Agreement for Mobile Applications that accompanies the NetSuite SCIS Client Application. The current version of the NetSuite End User License Agreement for Mobile Applications is located for reference at www.netsuite.com/termservice, or such other URL as specified by NetSuite.

“**Store**” means a Customer retail establishment or location at which one (1) or more of the Client Devices are located.

“**Store Data**” means the Customer’s sales transaction data that is transmitted from a Client Device through the Store Network and that resides on the NetSuite SCIS Module.

“**Store Network**” means the Customer’s equipment and transmission lines on which the Store Data resides and is transmitted from a Client Device to the NetSuite SCIS Module.

2. Subscription to NetSuite SCIS Module and License to NetSuite SCIS Client Application.

The NetSuite SCIS Module is included in the “Service” under the SSA, subject to the terms and conditions set forth in this Addendum.

a. Scope of Use. Subject to the terms and conditions of the Agreement and during the subscription term for the NetSuite SCIS Module (as specified in the applicable Estimate/Order Form) (“**Subscription Term**”), Customer’s and its Affiliates’ Users may use the NetSuite SCIS Module solely for Customer’s and its Affiliates’ internal business operations and solely at the number of Stores and on the number of Client Devices for which Customer has paid all applicable fees as set forth in the applicable Estimate/Order Form. The first sentence in Section 1 (Subscription Service) of the SSA does not apply for purposes of the NetSuite SCIS Module.

b. Software License. The NetSuite SCIS Client Application is required for use of Client Devices with the NetSuite SCIS Module and is licensed to Customer pursuant to the NetSuite End User License Agreement for Mobile Applications.

c. Software Updates. Notwithstanding anything to the contrary in the Agreement or the NetSuite End User License Agreement for Mobile Applications, the NetSuite SCIS Module and NetSuite SCIS Client Application are software components independent from the Service and may or may not be updated on the same schedule as the Service.

3. No PCI Standards. For clarity, the standards promulgated by the PCI Security Standards Council, LLC (“PCI SSC”) do not currently apply to the NetSuite SCIS Module on the current NetSuite-supported Client Devices. If the PCI SSC releases an applicable standard and any related requirements in the future (the “Future Standard”), NetSuite shall develop and implement a plan for the NetSuite SCIS Module for the NetSuite-supported Client Device platforms to be compliant with and/or certified against such Future Standard; except that Customer acknowledges and agrees that any changes made to the NetSuite SCIS Module may affect such compliance and/or certification and Customer shall be solely responsible for ensuring that any customization, changes or modifications made to the NetSuite SCIS Module are compliant with such Future Standard.

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4. Additional Customer Responsibilities. Customer, not NetSuite, is solely responsible for procuring, installing and maintaining the Client Devices, applicable card brand contracts, rules and regulations and any other peripheral point of sale components from third parties (including without limitation any operating system and platform on which the Client Devices run). Customer shall use appropriate measures to maintain the confidentiality, integrity, availability and security of the Client Devices, Store Network and of all Store Data residing on the Store Network and transmitted to the NetSuite SCIS Module (including but not limited to: following implementation recommendations provided in the Help Documentation, promptly applying patches and updates provided by NetSuite and other Client Device software providers; full disk encryption; anti-virus; network, access, and physical controls).

5. General. Certain Sections in the SSA may have been renamed and/or renumbered and such renaming and/or renumbering shall not affect the validity, construction or interpretation of this Addendum. References in the this Addendum to any Section names or numbers in the SSA shall be deemed to be a reference to the identified or corresponding provisions in that document to accomplish the reasonable intent and objectives of such provisions to the greatest extent possible under applicable law. Except as modified by this Addendum, the SSA remains in full force and effect for purposes of Customer's use of the NetSuite SCIS Module. If any provision of this Addendum conflicts with or is in addition to any provision of the SSA, then the conflicting/additional provision of this Addendum shall control/apply solely in connection with the NetSuite SCIS Module and the subject matter herein. Capitalized terms not defined in this Addendum have the meaning assigned to them in the SSA.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS ADDENDUM, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING THE APPLICABLE ESTIMATE/ORDER FORM HAS BEEN AUTHORIZED TO DO SO.