JCurve Subscription Agreement

This JCurve Subscription Services Agreement (the "Agreement") is entered into by and between JCurve Business Software Pty Ltd (ABN: 84 094 525 587), a wholly owned subsidiary of JCurve Solutions Ltd, an Australian Proprietary Company, Limited By Shares, with its principal place of business located at; Level 8, 9 Help Street, Chatswood, New South Wales 2067 ("JCurve"), and the entity agreeing to the terms herein ("Customer"). Capitalised terms not otherwise defined herein shall have the meaning given to them in Section 11 below.

1. Subscription Service.
Subject to the terms and conditions of this Agreement and during the Term, JCurve hereby provides Customer with a limited, non-exclusive, non-transferable (except in connection with an assignment) and terminable license to access and to use JCurve online business application suite and modules powered by NetSuite or NetSuite applications (the "Service") purchased by Customer as described in the invoice solely for Customer's operations. The terms of this Agreement shall also apply to any modules or features subsequently provided by JCurve to Customer, and/or that have been purchased by Customer that augment or enhance the current business application. JCurve shall host the Service and may update the functionality and user interface of the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and Customers' use of the Service.

2. Restrictions.
The license granted in this Agreement and Customer's use of the Service shall not include service bureau use, outsourcing, renting, or time-sharing of the Service. Customer agrees that the license granted herein is not a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorised access to the Service. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer agrees that JCurve or its licensors shall own all rights, title and interest in and to all intellectual property rights in the Service. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by JCurve and its licensors, respectively.

3. License Term, Fee and Payment.
1.Term of Agreement. The term of this Agreement is for twelve (12) months, unless otherwise stated on the quotation, from date of Service provisioning, unless earlier terminated pursuant to Section 5, and will automatically be extended for successive renewal terms of one (1) year each ("Renewal Term") (collectively "Term"), unless Customer provides written notice of non-renewal to JCurve at least one (1) day before the expiration of the then-current term.

2. Fees and Payment. All payments due are in Australian dollars unless otherwise idicated on the invoice. Customer shall pay fees as per the licenses and services itemised on the invoice which are hereby fully incorporated herein by reference. For all subsequent renewals of the Service, the amount of the fee for the Service shall automatically adjust to list prices

generally applicable to JCurve's customers. In the event that Customer and JCurve subsequently execute a future invoice for any reason, including, but not limited to, for additional users, support, and/or additional features, the terms of this Agreement shall apply and items on the future invoice shall be automatically incorporated herein by this reference.

3. Late Payments. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. Customer further agrees to pay all foreign, federal, state, and local taxes, if applicable, to Customer's access to, use, or receipt of the Service, excluding JCurve's operational and/or income taxes.

4. Terms of Service.
Customer agrees to the following terms of service.

1. Provisioning Of Account.
During the electronic provisioning of Customer's account, Customer will be presented with the requirement to "agree" to a click through agreement pertaining to "Terms of Service for NetSuite Applications" before Customer's account can be successfully provisioned. Customer acknowledges and agrees it has read, understands and agrees to be bound by the "Terms of Service for NetSuite Applications" (as may be updated from time to time) posted at www.netsuite.com/resellertos or such other URL as specified by JCurve (the "Terms of Service"), which are incorporated herein.

2. Email And Notices.
Customer is to provide a single email address (which can be subsequently amended by the Customer) for communication and notice purposes relating to this Agreement. Customer agrees to accept emails from JCurve on provided email address. Customer further agrees that JCurve may provide any and all notices, statements, and other communications to Customer through either email, posting on the Service (or other electronic transmission) or by mail or express delivery service. JCurve recommends that the main and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, JCurve may act and rely on all information and instructions provided to JCurve from the above-specified email address.

3. Customer's Lawful Conduct.
The Service allows Customer to send Electronic Communications directly to JCurve and to third-parties. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its users are located. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libellous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through

the interfaces that are provided by JCurve or its licensors. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any unauthorised user, including but not limited to, by "mirroring" or "framing" any part of the Service, or by creating Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by JCurve. Neither Customer, nor someone acting on Customer's behalf, will use the Service to target for solicitation any JCurve customers for purposes of providing any competitive product. Customer shall ensure that any use of the Service by Customer's employees (or Customer's other authorized users) is in accordance with the terms and conditions of this Agreement.

4. JCurve's Support.
JCurve will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with User Guides, Knowledge Base and online help, as well as optional and "for fee" training classes. JCurve also offers customer support and professional services consultation. Customer acknowledges that JCurve has extensive experience helping Customers improve utilisation and realisation of benefits of the Service, and that not following the advice of JCurve or engaging JCurve or other JCurve authorised implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilise the Service or to enjoy the power and potential of the Service.

5. Trademark Information.
JCurve service marks, logos and product and service names are marks of JCurve (the "JCurve Marks"). NetSuite service marks, logos and product and service names are marks of NetSuite (the "NetSuite Marks"). Customer agrees not to display or use the JCurve Marks or the NetSuite Marks in any manner without the express prior written permission of JCurve and NetSuite, respectively.

6. Confidential Information.
For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section 4.6 will not prohibit the disclosure of Confidential Information to the

extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other as a result of any other relationship between the parties other than in the course of performance under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.

7. Upgrades.
In the event that during the Term Customer upgrades it's Service to one of higher functionality, Customer agrees that it cannot subsequently revert to the original Service without maybe incurring significant professional services charges to manually affect that conversion which is equivalent to implementing a new account.

8. Federal Government End user Provisions.
If a user is the US Federal Government, NetSuite provides the Service, including related software and technology, solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with NetSuite to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

9. Customer Must Have Internet Access.
DSL, cable or another high speed Internet connection is required for proper performance of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by the Service that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by JCurve and shall follow logon procedures for services that support such protocols. JCurve is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software; or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet, which are not owned or operated by JCurve or NetSuite. JCurve and its licensors assume no responsibility for the reliability or performance of any connections as described in this Section.

10. Third-Party Web Sites, Products and Services.
Except as set forth in Section 4.9 hereof, purchase of Third Party Applications is not required for use of the Service. However, JCurve (through the Service) or certain third party providers may offer links to other World Wide Web sites, resources, products or services that work with in conjunction with the Service ("Third Party Applications"). JCurve does not warrant any such third party providers, whether or not such Third Party Applications are designated by JCurve as "certified," "approved", "recommended" or otherwise; and any purchase by Customer of any Third Party Applications, is solely between Customer and the applicable third-party provider and JCurve is not responsible for the availability nor the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications that Customer may purchase or connect to through the Service, or any descriptions, promises or other information related to the foregoing. With respect to any issues pertaining to Third Party Applications, Customer shall contact the applicable provider and not JCurve. If Customer installs or enables Third-Party Applications for use with Service, Customer acknowledges that

JCurve may allow such third party providers to access Customer Data as required for the interoperation of such third party applications with the Service and Customer agrees that JCurve is not responsible for any and all third-party information that may be provided to Customer through the Service (e.g. through the integration of the Service with a third party online application). JCurve shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by third party providers.

5. Suspension/Termination.
1. Suspension For Delinquent Account.
JCurve reserves the right to suspend Customer's access to and/or use of the Service (and that of any other customer of JCurve that controls, is controlled by, or is under common control with Customer (a "Customer Affiliate")) for any accounts for which any payment is due but unpaid but only after JCurve has provided Customer two (2) delinquency notices, and at least seven (7) days have passed since the transmission of the first notice ("Delinquent Account Status"). JCurve also reserves the right to suspend Customer's access and/or use of the Service in the event that any Customer Affiliate account is in Delinquent Account Status. Customer agrees that JCurve shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service pursuant to this Section 5.1.

2. Suspension For Ongoing Harm.
Customer agrees that JCurve may with reasonably contemporaneous telephonic notice to Customer suspend Customer's access to the Service if JCurve reasonably concludes that Customer's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Customer's Service is causing immediate, material and ongoing harm to JCurve or others. In the extraordinary event that JCurve suspends Customer's access to the Service, JCurve will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer agrees that JCurve shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances as described in this Section 5.2.

3. In the Event of Bankruptcy.
JCurve may terminate this Agreement if the Customer becomes insolvent, makes any assignment for the benefit of creditors, goes into liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has proceeding instituted against it, under bankruptcy code or similar statute.

4. In The Event of Breach.
Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that JCurve shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on JCurve's part, JCurve shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.

5. Handling Of Customer Data.
In The Event Of Termination, Customer agrees that following termination of Customer's account and/or use of the Service, JCurve may immediately deactivate Customer's account

and that following a reasonable period of not less than 90 days shall be entitled to delete Customer's account and related Customer Data from JCurve's "live" site, while retaining Customer Data offsite storage. However, in the event that Customer's Service with JCurve terminates, JCurve will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to JCurve. Customer further agrees that JCurve shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that JCurve is in compliance with the terms of this Section 5.5.

6. In The Event of Breach.
Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice"). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that JCurve shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on JCurve's part, JCurve shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.

7. In The Event Of Suspension Of Service.
If your Service has been suspended or terminated due to your breach, reactivation of your account will be completely at our discretion. If we agree to reactivate your account, we will require payment in full of all outstanding amounts.

8. Modification To Or Discontinuation Of The Service.
JCurve reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that JCurve modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, JCurve, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that JCurve is unable to substantially restore such functionality (unless enjoined from doing so by a court of competent jurisdiction), Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for the terminated portion of the Term. Customer acknowledges that JCurve reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that NetSuite shall not be liable to Customer nor to any third party for any modification of the Service as described in this Section 5.8.

6. Warranties.
1. Warranty Of Functionality.
JCurve warrants to Customer during the Term that the Service will achieve in all material respects the functionality described in the User Guides applicable to the products purchased by Customer and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. JCurve does not warrant that the Service will be error-free. Customer's sole and exclusive remedy for JCurve's breach of this warranty shall be that JCurve shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and other related documentation and if JCurve is unable to restore such functionality, Customer shall be entitled

to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service for the terminated portion of the Term. JCurve shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to accounts@jcurve.com.au.

2. Service Level Commitment.
JCurve warrants that during the Term that JCurve will meet the service level specified in the "Service Level Commitment" listed on the NetSuite website located at www.netsuite.com/slc, which is hereby incorporated by reference. In the event that JCurve fails to achieve the applicable service level in any quarter, Customer will be entitled, as its sole and exclusive remedy, to receive from JCurve a credit in accordance with the terms set forth in the Service Level Commitment; provided however, that all credit requests must be submitted to JCurve at accounts@jcurve.com.au. Customer agrees that NetSuite's system logs and other records shall be used for calculating any service level events.

3. Non-Infringement Warranty.
JCurve warrants that it has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilisation of the Service, nor the license of and authorised use by Customer of the Service as described herein will in any way constitute an infringement or other violation of any copyright or trademark of any third party.

7. Disclaimer Of Warranties.
EXCEPT AS STATED IN SECTION 6 ABOVE, JCURVE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY JCURVE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 6 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

8. Limitations Of Liability.
CUSTOMER AGREES THAT THE CONSIDERATION WHICH JCURVE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY JCURVE, NETSUITE OR ITS LICENSORS OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL NETSUITE, ITS LICENSORS OR EITHER PARTY HERETO BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OR DISCLOSURE OF CUSTOMER DATA, LOST REVENUE, LOST PROFITS, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Except with regard to amounts due under this Agreement, and a party's breach of Section 5.4, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. In the event of a breach of Section 5.4 of this Agreement, the maximum liability of either party shall be an amount equal to three (3) times the equivalent of 12 months of license fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the license of the Service and that, were JCurve to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 9 BELOW.

9. Indemnification.
Customer shall indemnify, defend, and hold JCurve harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against JCurve which arise out of or result from a claim by a third-party (i) alleging that the Customer Data or any trademarks or service marks other than JCurve Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 4.3 and 4.6 above, provided that JCurve (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defence and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph. The indemnification obligations contained in this Section 9 shall survive termination of this Agreement for one year.

10. Miscellaneous.
This Agreement shall benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates, and JCurve may assign this Agreement to NetSuite without written consent of Customer. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although JCurve reserves the right to name Customer as a user of the Service. This Agreement, including all exhibits and/or attachments represent the entire agreement of the parties and supersedes all prior discussions and/or agreements between the parties and is intended to be the final expression of their Agreement. Except as expressly set forth herein, it shall not be modified or amended except in writing signed by both parties. This Agreement shall be governed in accordance with the laws of the State of New South Wales. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Australia. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster,

terrorism, labour stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 4.6, 5.4, 8, 9, and 10 shall survive the termination or expiration of this Agreement.

11. Definitions.
A."Customer Data" shall mean any data, information, or other materials of any nature whatsoever submitted by Customer to the Service.

B."Electronic Communications" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.

C."Knowledge Base" means the online application known as "Knowledge Base" which is designed to present timely information that addresses more sophisticated questions that often apply to more specific circumstances. It currently contains more than 2,000 solutions that are available 24 hours a day/7 days a week.

D."User Guides" means the detailed guides that explain the workflow and setup of features like SFA and Marketing, Customer Service and Web Store.

E."NetSuite" means NetSuite Inc., a Delaware corporation, with its principle place of business located at 2955 Campus Drive, Suite 100, San Mateo, California 9443 which has licensed and appointed JCurve as an authorised NetSuite reseller.

June 2017 (updated for company rebrand only October 2021)