



We maximize your NetSuite ROI while making your company a “Raving fan of NetSuite”

Terms and Conditions

Agreement between User and 8Quanta

8Quanta is a NetSuite Alliance and Solution Development Partner and sells both Professional Services and Built for NetSuite custom SAAS apps.

8Quanta products are SAAS applications developed, owned and sold by 8Quanta. 8Quanta products are offered to you conditional on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of 8Quanta products constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

Privacy

Your use of 8Quanta products is subject to 8Quanta's Privacy Policy. Please review our Privacy Policy, which also governs our Products and informs users of our data collection practices.

Method of Providing Electronic Communications

Visiting 8Quanta.com or sending emails to 8Quanta constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on our Products, satisfy any legal requirement that such communications be in writing. Communications we provide to you in electronic form may be, to the extent permissible by law, and satisfy any legal requirement of them be in writing. Such communications may be provided by one or more of the following methods and/or Products:

1. By e-mail;
2. By access to a website, including mobile websites, that:
 - we designate in an email notice;
 - we designate in advance for such purposes; and
 - we otherwise make available to you;
3. By mobile device/application(s);
4. By requesting you print or download:
 - A website page presented in HTML or other format, which format you have confirmed or demonstrated you can read and save or print; or
 - A file presented in Portable Document Format (PDF) or other format which you have confirmed or demonstrated you can read and save or print.



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Your Account

If you use our software, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that 8Quanta is not responsible for third party access to your account that results from theft or misappropriation of your account. 8Quanta and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Delinquency on Any Account Balance and Service Interruption: For any outstanding balance on an account with 8Quanta, including but not limited to subscription fees, that remains unpaid, a delinquency and warning email will be sent 15 days after the due date. If any portion of the account balance remains 30 days past due, 8Quanta may suspend service until the entire outstanding balance is paid.

Software Installation Prerequisites

Prior to installing the 8Quanta SuiteApp or bundle, you acknowledge and agree that your device or system meets the following NetSuite prerequisites:

- ELC – NetSuite Supply Chain
- PDA – Subscription Billing and Work Breakdown Structure

Children Under Thirteen

8Quanta software does not knowingly collect, either online or offline, personal information from persons under the age of thirteen.

Cancellation/Refund Policy

"You may cancel your software subscription at any time with a 90-day cancellation notice. Any cancellations made before 90 days' notice will not qualify for a refund. Please contact us at support@8quanta.com with any questions."

Links to Third Party Sites/Third Party Services

8Quanta may contain links to other Software Developers ("Linked Sites"). The Linked Sites are not under the control of 8Quanta and 8Quanta is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. 8Quanta provides these links to you only as a convenience, and the inclusion of any



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link does not imply endorsement by 8Quanta of our Products or any association with its operators. 8Quanta will not be held liable for any loss, damage, injury, or other that could happen as a result of a user interacting with a third party found on or through its services – those matters are solely between the members that met or found themselves through the platform (essentially, strangers).

Certain services made available via 8Quanta are delivered by third party sites and organizations. By using any product, service or functionality originating from the 8Quanta domain, you hereby acknowledge and consent that 8Quanta may share such information and data with any third party with whom 8Quanta has a contractual relationship to provide the requested product, service or functionality on behalf of 8Quanta users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use 8Quanta software strictly in accordance with these terms of use. As a condition of your use of our Products, you warrant to 8Quanta that you will not use our Products for any purpose that is unlawful or prohibited by these Terms. You may not use our Products in any manner which could damage, disable, overburden, or impair the product or interfere with any other party's use or our Products. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through 8Quanta.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in 8Quanta’s products. 8Quanta Products is not for resale. Your use of our Products does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of 8Quanta and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of 8Quanta or our licensors except as expressly authorized by these Terms. After the termination of your use agreement, you must return all the tangible embodiments of the intellectual property immediately as per the orders of 8Quanta. Such include, but are not limited to drawings, documents, data, and notes that are or have been developed during your use agreement. You hereby agree not to



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make any copies of the tangible embodiments or try to recreate them. This cooperation will last during the course of your use agreement as well as after its termination.

International Users

The Service is controlled, operated and administered by 8Quanta from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the 8Quanta Content accessed through 8Quanta in any country or in any manner prohibited by any applicable laws, restrictions or regulations. If such legal violations occur, you will be the sole responsible for it.

Indemnification

You agree to indemnify, defend and hold harmless 8Quanta, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use our Products or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. 8Quanta reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with 8Quanta in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.



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Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and 8Quanta agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH OUR PRODUCTS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. 8QUANTA AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN OUR PRODUCTS AT ANY TIME.

8QUANTA AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON OUR PRODUCTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. 8QUANTA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 8QUANTA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF OUR PRODUCTS, WITH THE DELAY OR INABILITY TO USE OUR PRODUCTS OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH OUR PRODUCTS, OR OTHERWISE ARISING OUT OF THE USE OF OUR PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF 8QUANTA OR ANY



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OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR PRODUCTS, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR PRODUCTS.

Termination/Access Restriction

8Quanta reserves the right, in its sole discretion, to terminate your access to our Products and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas, and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of our Products. Use of our Products is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and 8Quanta because of this agreement or use of our Products. 8Quanta's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of 8Quanta's right to comply with governmental, court and law enforcement requests or requirements relating to your use of our Products or information provided to or gathered by 8Quanta with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the Subscriber and 8Quanta with respect to our Products and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and 8Quanta with respect to our Products. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

8Quanta reserves the right, in its sole discretion, to change the Terms under which 8Quanta is offered. The most current version of the Terms will supersede all previous versions. 8Quanta encourages you to periodically review the Terms to stay informed of our updates.



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Contact Us

8Quanta welcomes your questions or comments regarding the Terms:

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214-385-2234

Effective as of September 01, 2022, and updated 3/26/2025.



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