Toolkit License Agreement   
    
ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING UPON YOU AT THE TIME YOU INSTALL, COPY OR OTHERWISE USE THE TOOLKIT. YOU SHOULD CAREFULLY READ THE FOLLOWING AGREEMENT PRIOR TO INSTALLING, COPYING OR BEGIN USING THE TOOLKIT. 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 TOOLKIT IN ANY MANNER.

© NetSuite Inc. 2010-2012

In this Toolkit License Agreement (“Agreement”), “Toolkit” means the software libraries, documentation, sample files, and other related items included within the Toolkit package. “You,” and “Your” refer to any person or entity accessing or using this Toolkit, and “NetSuite” means NetSuite Inc.

Modification, redistribution and use of this software in either source or compiled code are permitted provided that all of the following conditions are met and that you expressly agree as follows:   
   
1) Redistribution of either modified or unmodified, source or compiled code, must retain: (i) the above copyright notice, (ii) this list of redistribution conditions, and (iii) the disclaimer appearing below in the documentation and/or any other materials provided with the distribution.   
   
2) You acknowledge and agree that you may not use the name “NetSuite Inc.” or “NetSuite” or any other NetSuite intellectual property to endorse or promote products derived from this Toolkit without specific prior written permission of NetSuite.

3) This Agreement is effective until terminated. NetSuite may terminate this Agreement immediately and without notice if You fail to comply with any term of this Agreement. Upon any such termination, You must destroy all full and partial copies of the Toolkit immediately and, if requested by NetSuite, certify in writing that the Toolkit was destroyed.

4) Except as expressly licensed to You in this Agreement, NetSuite retains all right, title, and interest in and to all patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation, or service of the Toolkit.

DISCLAIMER: THIS TOOLKIT IS PROVIDED BY NETSUITE “AS IS" AND IS INTENDED FOR COMMERCIAL USE. NETSUITE DOES NOT REPRESENT THAT THE TOOLKIT WILL BE ERROR-FREE OR THAT THE TOOLKIT WILL MEET ANY REQUIREMENTS. ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS ARE HEREBY EXPRESSLY AND COMPLETELY DISCLAIMED. IN NO EVENT SHALL NETSUITE BE LIABLE FOR ANY DIRECT, 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 SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PERSON OR ENTITY USING THIS TOOLKIT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER IT IS ACCURATE OR SUFFICIENT FOR THE USERS’ PURPOSES.

If any part of the Toolkit is identified as export controlled items under the 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 Toolkit. Your rights to use this Toolkit are forfeited if you fail to comply with the terms of this Agreement.

This Agreement is governed by and construed in accordance with the substantive laws in force in the State of California. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in California.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of NetSuite, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of NetSuite.

It is expressly agreed that a breach 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.

You acknowledge that You have read this Agreement, understand it, and that it is 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 this Toolkit.

END OF AGREEMENT