Epicor Cloud ERP Services Specification
Multi-Tenant Cloud Services
(Updated December 6, 2017)

GENERAL TERMS & INFORMATION

1. This Services Specification ("Specification") sets forth the general terms and conditions applicable to the multi-tenant cloud services offering ("Service") that either Epicor Software Corporation or its Affiliate ("Epicor", "we", or "our") will provide to you ("you" or "Customer") as further specified in an Order referencing this Specification. This Specification is subject to the Cloud Services Agreement, Master Customer Agreement or similar agreement ("Agreement") between you and Epicor that governs the Order. In the event of a conflict between a term in this Specification and a term of the Agreement, the terms of this Specification will control. The Service shall also be considered a “Cloud Service” or “Subscription Service” as defined in the Agreement.

2. Our obligation to furnish the Service and your license to continue to access and use the Service depends on your compliance with the terms of the Agreement, including payment of all applicable fees. We reserve the right to modify this Specification at any time. If the modification is material, we will either send an email to the notification email address or post a notice to the administrator in Customer’s account notifying you of the availability of the updated Services Specification. If the change has a material adverse impact on Customer and Customer does not agree to the change, it must so notify Epicor in writing within 30 days after receiving the notice of the change. If Customer so notifies Epicor, then Customer will remain governed by the Services Specification in effect immediately prior to the change until the end of the then current Initial Subscription Term or Renewal Term. Any renewal will be governed by the Services Specification then in effect.

3. Epicor uses commercially reasonable efforts to furnish the Service in accordance with this Specification and our Cloud policies then in effect.

4. Epicor may resell cloud services for third party based applications which are hosted by or on behalf of the third party providers thereof as denoted on an Order. Such services will be performed in accordance with provider’s policies then in effect. Contact Epicor for further details.

HOSTING SERVICES

HOSTING

Hosting involves managing the Hosting Resources (noted below) which permit us to host the Epicor applications. The hosting aspect of our Service is designed to enable you to access and to use our Cloud applications (in accordance with the applicable Documentation). Please note:

1. Upon a mutually agreed implementation date, we will enable the Cloud applications you have ordered. This enablement may involve additional services and fees.

2. We will provide, maintain, and support the hardware server(s) enabling the Services, and we will make the Services available to you pursuant to the terms and conditions set forth in this Specification and the Agreement, and any other applicable addenda.

3. We will use commercially reasonable efforts to make the Services available seven days a week, 24 hours a day, subject to the terms stated herein, including Uptime Commitment, and to scheduled maintenance.
HOSTING RESOURCES

Epicor, in combination with its hosting vendors, has arranged to make available the physical data center and resources (which consists of the applicable hardware, software, network services, and personnel) to host the Cloud applications you have ordered. These resources consist of the following:

- Servers (physical or virtual)
- Firewall and security services (which include intrusion protection, anti-virus, and anti-spyware applications)
- Data center connectivity
- Storage (subject to reasonable and customary limits)
- Software licensing (e.g., operating system, Microsoft SQL Server)

APPLICATION SUPPORT AND MAINTENANCE

APPLICATION SUPPORT

Epicor will perform application support in accordance with Epicor’s then current support policy for the product line and/or region applicable to the delivery of the Services. When applicable, if you have a question or need for Application Support, you will enter your request in our standard trouble ticket system. Epicor will also provide Customer access to the Epicor self service web portal.

APPLICATION MAINTENANCE

Epicor will install “hot fixes” and other non-critical Cloud application Software Updates in accordance with its standard cadence. All other Software Updates (e.g., “upgrades”) will be applied in accordance with Epicor’s policies then in effect.

Epicor will notify you reasonably in advance if it expects an upgrade to affect the standard configuration of a deployed application. Upgrades may also affect unique business components (e.g., BPMS, Reports, Customizations, etc.). Customer is responsible to test each application upgrade prior to deployment. Customer is also responsible for managing all unique business components. If Customer needs assistance in mitigating the impact of any upgrade it should engage with Epicor Professional Services.

Epicor will make Software Updates to then subscribed On-premise Applications available to Customer if and when released. Customer is responsible for installing (or arranging for the installation thereof) of these Software Updates to ensure continued compatibility and interoperability with the Services.

Customer is also responsible to arrange for the implementation of updates to supported Customizations to ensure continued compatibility with the base Services. Customization Support is separately available. Epicor is not responsible for any error in or unavailability of the Services resulting from Customer’s failure to do so.

SERVICES DELIVERY

Support Language: English, except as set forth in the Order or otherwise agreed in writing.

Cloud Services: Epicor Cloud Services monitors and triages the hosting environment 24x7x365.

Personnel: You agree to notify us promptly of applicable personnel changes.
**UPTIME COMMITMENT**

Epicor commits to provide at least 99.5% availability server and applications ("Uptime Percentage") to access the Service during each calendar month of your subscription term, excluding events or causes outside our reasonable control and scheduled or other maintenance requirements.

If in any month this Uptime Percentage is not met by Epicor and Customer, Epicor will provide as the Customer’s sole and exclusive remedy and Epicor’s sole and exclusive liability for such failure(s), a non-refundable, credit determined as follows:

- The credit will equal 10% of the subscription fees paid for that month for each full, single percentage point below the Uptime Percentage; not to exceed 50% of the subscription fees paid for that month for the Service that fell below the Uptime Percentage. For instance, at 97.5% Uptime Percentage for a month, assuming Customer is negatively impacted, Customer would earn a credit equal to 20% of the subscription fees paid for the month. The credit must be applied to a future monthly Service invoice. In the case of a failure of a Service furnished by a third party supplier with respect to its third party Cloud applications, the credit will be limited to the fees applicable thereo.

In order to receive a credit, Customer must make a good faith request for the credit by emailing the Customer Account Manager within 30 days following the end of the calendar month during which Epicor failed to maintain the Uptime Percentage.

Customer must be in good standing to be eligible to receive the credit. Customer is ineligible to receive the credit if past due or otherwise in default of the Agreement or this Specification. Epicor will calculate any server unavailability using Epicor’s system logs and records. In all cases, Epicor’s server uptime reports will determine if the Uptime Percentage has been met or not.

**OTHER/EXCLUSIONS**

1) **Customer Responsibilities.** You will at all times: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify us promptly of any such unauthorized use; and (iii) comply with our reasonable and customary written instructions and with all applicable local, state, federal, and foreign laws in using the Service and, if using the cloud Service outside the United States, not use the Service in a manner that would violate any applicable law. You will not create Internet links to or from the Service, or frame or mirror any content forming part of the Service other than on your own intranets or otherwise for your own internal business purposes.

2) **Excluded Services.** Any services outside the scope of this Specification. For instance, any services resulting from your failure to comply with your responsibilities or associated with Cloud applications not included on the sales order, and approved by Epicor, are out of scope. Out of scope services also include services requested or required in connection with a third-party solution or integration that wasn’t provided by Epicor or is negatively impacting the overall stability or performance of the Epicor system. Additional services may be provided on hourly basis at our then applicable fees.

3) **Software Development Kit (SDK).** An SDK is not approved for use with the Service as source changes can negatively impact the customer environment.