



## **Epicor Software Corporation**

### **CCPA Data Processing Addendum**

*Based on the California Consumer Privacy Act of 2018 (CCPA)*

This CCPA Data Processing Addendum (“**CCPA DPA**”) forms part of the Master Customer Agreement (or other such titled written or electronic agreement addressing the same subject matter) between Epicor Software Corporation or its Affiliate (“**Epicor**”) and a customer of Epicor (“**Customer**”) whereby Customer acquires and Epicor provides Services (the “**Agreement**”). This CCPA DPA reflects the parties’ agreement with regard to Personal Information of a Consumer as those terms are defined under the CCPA (referred to hereafter as “**Customer Data**”), that Epicor processes in the course of providing Customer the Services under the Agreement.

By executing and submitting the Agreement, an Order (including a statement of work or work authorization), or an Amendment to the Agreement (“**Amendment**”) that references this CCPA DPA, Customer agrees to this CCPA DPA on behalf of itself and, to the extent required under applicable data privacy laws, its Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement, Amendment or Order.

In providing the Services to Customer pursuant to the Agreement, Epicor may Process Customer Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Customer Data.

#### **APPLICATION OF THIS CCPA DPA**

If the Customer entity signing the Amendment or Order is a party to the Agreement, then this CCPA DPA is an addendum to, and forms part of, the Agreement. In such case, the Epicor entity (i.e., either Epicor Software Corporation or a subsidiary thereof) that is party to the Agreement is party to this CCPA DPA.

If the Customer entity signing the Amendment or Order has executed an Order with Epicor pursuant to the Agreement, but is not itself a party to the Agreement, then this CCPA DPA is an addendum to that Order and applicable renewal Order(s), and the Epicor entity that is a party to the Order is a party to this CCPA DPA.

If the Customer entity signing the Amendment or Order is neither a party to an Order nor the Agreement, then this CCPA DPA is not valid and therefore is not legally binding. Such entity should request that the Customer entity that is a party to the Agreement execute the applicable Amendment or Order.

In the event of any conflict among the Agreement, Order, Amendment or this CCPA DPA, the following order of precedence shall apply (in descending order): (1) the CCPA DPA (if applicable), (2) the Amendment, (3) the Agreement, and (4) the Order . There will be no force or effect to any different terms of any related Customer purchase order or similar form even if signed by the parties after the date hereof.

## **INSTRUCTIONS ON HOW TO CONCLUDE THIS CCPA DPA WITH EPICOR**

Customer must submit the completed and signed Order or Amendment, or, as applicable, Agreement, to Epicor in compliance with the instructions provided by Epicor. Upon Epicor's receipt and acceptance of a validly-submitted Order, Amendment, or Agreement, this CCPA DPA shall come into effect and legally bind the parties.

### **I. Effectiveness.**

1.1 This CCPA DPA will only be effective if the applicable executed Agreement, Amendment, or Order is submitted to Epicor in accordance with the Instructions section above and this section. Any deletions or other revisions made by Customer to this CCPA DPA are null and void.

1.2 By submitting the applicable executed Agreement, Amendment or Order acknowledging this CCPA DPA, Customer's submitter and signatory represents that they have the legal authority to bind the Customer and is lawfully able to enter into contracts.

1.3 This CCPA DPA will terminate automatically upon termination of the Agreement, the applicable Order or as earlier terminated pursuant to the terms of this CCPA DPA.

### **II. Data Processing.**

2.1 **Customer's Role.** Customer is responsible for the means by which Customer acquires the Customer Data and for determining the purpose and means of processing Customer Data. Customer will provide Customer Data to Epicor solely for the purpose of Epicor performing the Services.

2.2 **Epicor's Role.** Epicor shall provide the Services and process Customer Data in accordance with the Agreement.

2.3 **Data Processing.** Epicor will process Customer Data only as necessary to perform the Services and comply with applicable law, and will not collect, use, retain, access, share, transfer, or otherwise process Customer Data for any purpose not related to providing such Services or compliance with applicable law. Epicor will refrain from taking any action that would cause any transfers of Customer Data to or from Epicor to qualify as "selling" personal information as those terms are defined under the CCPA.

2.4 **Sub-Service Providers.** Notwithstanding the restrictions in Section 2.3, Customer agrees that Epicor may engage other Service Providers (as defined under the CCPA), to assist in providing the Services to Customer ("**Sub-Service Providers**"). A list of Epicor's Sub-Service Providers can be found at <https://www.epicor.com/en-us/company/compliance/sub-processors/> or such other website as is designated by Epicor from time to time.

2.5 **Security.** Epicor will use commercially reasonable security procedures that are designed to maintain an industry-standard level of security and prevent unauthorized access to and/or disclosure of Customer Data.

2.6 **Retention.** Epicor will retain Customer Data only for as long as Customer deems it necessary for the permitted purpose, or as required by applicable laws. At the termination of this

CCPA DPA, or upon Customer's written request, Epicor will either destroy or return Customer Data to the Customer, unless legal obligations require storage of the Customer Data.

**2.7 Assistance with Consumers' Rights Requests.** If Epicor, directly or indirectly, receives a request submitted by a Consumer to exercise a right they have under the CCPA in relation to that Consumer's Customer Data, it will provide a copy of the request to Customer. Customer will be responsible for handling and communicating with Consumers in relation to such requests, and Epicor shall have no responsibility or liability related to such requests.

**2.8 Enforceability of the CCPA DPA.** Any provision of this CCPA DPA that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall then incorporate such substitute provision into this CCPA DPA.