
Epicor Cloud ERP Service Level Agreement and Services Specification Single Tenant SaaS and Single Tenant Hosting Services

(Updated April 25, 2020)¹

GENERAL TERMS & INFORMATION

A. **GENERAL TERMS & DEFINITIONS**

1. This Service Level Agreement and Services Specification (“Specification”) sets forth the general terms and conditions applicable to the Single Tenant SaaS or Hosting Services (“Service”) that either Epicor Software Corporation or its Affiliate (“Epicor”, “we”, or “our”) will provide to you (“you” or “Customer”). This Specification is subject to the Cloud Services Agreement, Master Customer Agreement or similar agreement (“Agreement”) between you and Epicor.
2. Our duty to furnish 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. 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. We reserve the right to modify this Specification at any time, and if such modification substantially impairs your rights or the Service hereunder, you may elect to cancel the remaining contract term for this Service.
3. In conjunction with your Service, you may request and we may agree to provide other services (“Other Cloud Services”), which are features and applications licensed to us by third party providers (sometimes referred to as “Third Party Providers”, “Third Party Software”, and/or “Third Party Applications”). Any such Other Cloud Services must be included in a properly signed Order and will involve additional fees. Where we have agreed to provide Other Cloud Services our responsibility is limited to enabling access to the specified Third Party Application, providing and maintaining the server on which the Third Party Application resides, and backing-up the business data you enter into such application if we host it. Our responsibility for Other Cloud Services is subject to this Specification and the Agreement. Because we are not the developer of the Third Party Applications, we are limited in our ability to support them.
4. Application Support for Epicor’s applications is included within Epicor’s single tenant SaaS Service and is separately available for hosting services (i.e., where Epicor is hosting your on-premise or perpetual Software license). If you subscribe to our Single Tenant Hosting Services, we strongly recommend that you also subscribe to application Support for the Software licensed hereunder. Epicor is not responsible for Service issues that arise from your failure to subscribe to application Support.
5. Application Support offered hereunder does not include support for Customizations or for Third Party Applications, which is separately available. Epicor is not responsible for Service issues that arise from your failure to subscribe to support for Customizations and/or Third Party Applications.
6. The Service provided hereunder does not obviate the need for appropriate and customary services for application installation, configuration, and implementation (such as installing technology at your business premises, converting your business data to a format that can be processed by the Service, and training). All of these services are your responsibility. Unless we have expressly committed to a fixed number of hours to help install, complete the set-up, and convert your data, any installation, set-up, and data conversion services we provide will be billed at our then-current rates on a time and material basis.

- B. **SERVICE OVERVIEW.** Epicor uses commercially reasonable efforts to furnish our Single-Tenant SAAS and Hosting offering, which consists of three main Service elements, each of which is described below: Hosting Services; System Management; and Services Delivery. We have designed the Service to help accomplish two main goals: (1) First, to allow you to access and to use Epicor’s Software (and certain hosted Third Party Applications) which you have ordered (but, you may only access and use those Software features which you have ordered); and (2) Second, to help ease your operational and administrative burdens of managing the environment in which your ERP cloud environment and related software applications reside.

¹ For each customer that subscribed to Single Tenant SaaS or Hosting Services prior to April 24, 2020, the Services Specification previously in effect will continue to apply until the Subscription Services are renewed, in which case the SLA and Services Specification in effect at the time of renewal will apply.

HOSTING SERVICES

- A. **HOSTING.** Hosting involves managing the Hosting Resources (noted below) which permit us to host the Epicor and Third Party Applications which you have ordered. The hosting aspect of our Service is designed to enable you to access and to use our Software (and, if applicable, hosted Third Party Applications) substantially in accordance with the applicable Documentation. Please note:
1. Upon a mutually agreed implementation date, we will enable the Software 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 and to scheduled maintenance.
- B. **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 Software (and, if applicable, Third Party Applications) you have ordered. This consists 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, Terminal Services, SQL Server and 2X Application Server as applicable)

SYSTEM MANAGEMENT

- A. **SYSTEM MANAGEMENT - OVERVIEW.** A second aspect of our Service is “System Management”, which involves a suite of managed services (described below) for the following system elements (when applicable):

Systems:

- Microsoft SQL Servers
- Terminal Servers
- Client Servers
- Epicor Application Servers
- Third Party Application Servers (if applicable)
- System Monitoring
- Software Licensing

Managed Services:

- Backup and Restore Services
- Database Administration
- Application Maintenance
- User ID Provisioning
- Printer Management
- Performance Management
- Capacity Management
- Incident Management
- Change Management

1. BACKUP AND RESTORE

Our *Backup and Restore* services are designed with the following backup and restore policies:

Backup

- Virtual machines backed up once per day and kept for seven days
- Backups conducted in the early morning for the time zone of the server location (e.g. 1:00am)
- Database transaction log backups taken every 15 minutes
- Daily database backups retained for 5 days
- Weekly database backups retained for 9 weeks
- Monthly database backups retained for 12 months
- Yearly database backups retained for 7 years

Restore

- Perform file restores to help resolve problems
- Restored data files copied to an appropriate location
- Epicor will provide up to two test restores per year to a non-Production environment. Additional test restore requests are billable.
- In the event you otherwise ask us to restore your data (e.g., a refresh for a data configuration), we reserve the right to charge our then-applicable fees to the extent such restoral is not attributable to any fault of our own

IMPORTANT

Epicor's backup and restore services are intended to enable the timely restoration of your data as a result of the events described above and are not intended to substitute for your data retention requirements. Epicor makes no guaranty about its ability to restore from yearly backup media.

2. DATABASE ADMINISTRATION

Database Administration services are designed to:

- Monitor operation and completion of daily backups
- Monitor standard SQL Server maintenance plans
- Verify SQL Server transaction log files are being created and maintained to a manageable size
- Verify that backup files and transaction logs are getting purged on a regular basis to manage disk space
- Monitor, detect and work with Epicor DBA's to repair database issues
- Install SQL Server service packs and cumulative updates
- Schedule and monitor backups at periodic intervals
- At Customer's request, attempt to restore the database to a previous state through the use of backup media
- Perform day-to-day database administration tasks (e.g. restarts, database backups, database restores, review logs, provide general performance tuning recommendations error checking, script execution and database job scheduling)
- Deploy database queries such as publishing SQL stored procedures, Crystal reports, database views

EXCLUSIONS

Activities that are not included in the Database Administration services list above are Customer's sole responsibility. These activities include (but are not limited to) correcting data entry mistakes that were not the fault of Epicor.

3. APPLICATION MAINTENANCE

Application Maintenance services are designed to:

- Assist in the initial triage of incidents directly relating to your Service and act as a liaison among third party suppliers to help resolve issues materially impacting your operating environment
- Perform checks of application logs at your request or when required for analysis of known Software issues or due to an environmental alert.
- Where appropriate, verify licensing (i.e. Microsoft OS) is valid and up-to-date
- Work with you on release planning, upgrades, and production, test, and trial environments as reasonably required (additional fees may apply)
- Verify version and patch compatibility with the Software

EXCLUSIONS

Activities which are not listed in the Application Maintenance services list above are your sole responsibility. These include (but are not limited to) the following:

- All communication with a third party regarding Third Party Application that go beyond initial contact and basic queries
- Support for Third Party Applications
- If you want to add feature functionality (or move to a “higher” level of Service), you must not only pay for any additional functionality, but also for any time required to install, configure, and set up your upgraded application

Note: As part of the Service, the Epicor Cloud Services team will apply application “updates” to your hosted system upon your request for no additional charge. You are responsible to contract with Epicor Professional Services if you wish to apply any other Epicor software releases, generally referred to as “upgrades”. Also, if Epicor hosts application Customizations as part of the Service, you are responsible to work with Epicor’s Custom Solutions Group (CSG) to reconcile any application “updates” and “upgrades”.

4. USER ID PROVISIONING

User ID Provisioning services are designed to:

- Create, delete and/or disable End User’s ID within the Epicor Active Directory
- Copy new users from the Epicor Active Directory to the ERP application. Upon completion it will be the responsibility of Customer’s designated internal security manager to complete user security access in the Software and Database.
- Perform system account setup for Administrators
- Upon Customer’s request do any of the above tasks, update the user security/authorisation matrix documentation
- Perform all of the above tasks in accordance with Customer’s approval processes and related procedures as then currently stated in any process documentation

CONDITIONS:

Customer acknowledges and agrees that the User ID Provisioning Services can only be provided successfully and correctly by Epicor if Customer complies with the following procedures:

- Customer ensures that Epicor is immediately informed of any changes in Customer’s approval procedures and makes a Request to Epicor for the Documentation to be updated accordingly
- Any End User who is to be added to the Software and/or Database is first setup with a domain account in the Customer’s System before a Request is made for such End User to be added
- Customer supervises its Representatives who have the right to make a Request for a change to the access rights of an End User or Administrator to ensure they are not acting in conflict with Customer’s wishes and policies

Note: Customer will not have administrative access to Active Directory, the Windows servers or Admin Console within Epicor ERP. Customer is responsible for setting up end-user access/security parameters. Epicor accepts no liability for amendments made to the Customer's user authorisation matrix due to an authorized request being made.

5. PRINTER MANAGEMENT

Printer Management services are designed to:

- Assist in the creation and maintenance of printing operations and provide printing issue diagnosis assistance
- Support server-based printing: print driver, print queue, and print services maintenance
- Perform server installation of Microsoft-supported print drivers when necessary for Customer's continued use of such printer(s)
- Provide remote assistance in troubleshooting printing issues not associated with Customer's local infrastructure

EXCLUSIONS

Activities that are not covered by the Printer Management services described above are the sole responsibility of Customer and include (but are not limited to) the following:

- Provision, installation and replacement of the printer equipment and consumables
- Support of Customer local infrastructure and printing hardware

Note: Epicor does not control printers and drivers, and is not responsible if an existing printer or associated driver is not compatible with the Software; and Epicor is not responsible for installing or otherwise supporting the printer hardware.

6. CAPACITY MANAGEMENT

Capacity Management is a process used to manage information technology (IT). Its primary goal is to ensure that IT resources are right-sized to meet current and future business requirements. Epicor Capacity Management services are designed to help adjust resource capacity to align with Customer's expected demands on the Epicor system.

Capacity Management is concerned with:

- Monitoring the performance and throughput or load on a server, server farm, or property
- Performance analysis of measurement data, including analysis of the impact of new releases on capacity
- Performance tuning of activities to ensure the most efficient use of existing infrastructure
- Understanding the demands on the service and future plans for workload growth (or shrinkage)
- Capacity planning of storage, computer hardware, software and connection infrastructure resources

7. AVAILABILITY MANAGEMENT

Availability Management aims to define, analyze, plan, measure and improve all aspects of the availability of IT services.

Availability Management services are designed to:

- Design the procedures and technical features required to fulfill the agreed availability levels
- Monitor availability and performance of the Epicor system
- Perform availability and resiliency testing and improvement

8. INCIDENT MANAGEMENT

An “Incident” is any event that is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.

Incident Management services are designed to help manage all events in which the normal operation, performance and/or availability of the System is reduced or interrupted. When an incident occurs, the purpose of the cloud services team is to restore normal service operations as quickly as possible with minimal impact on either the business or the user.

Basic Process Overview:

- Incident Detection
- Incident investigation and diagnosis
- Resolution and closure

9. CHANGE MANAGEMENT

Change Management services are designed to follow a standard operating procedure before making changes to Customer’s system to help minimize the impact of change upon service quality.

Change Management may involve the following:

- System hardware
- Network and communications equipment
- System software (e.g. operating system)
- Application software
- System documentation
- Procedural documentation

Process Overview:

- Impact assessment
- Customer Notification
- Change coordination and implementation
- Validate change
- Sign off

OPTIONAL SERVICES (FEE BASED)

Epicor provides additional, fee-based services and infrastructure beyond the standard services listed above. Those services are listed below:

1. DISASTER RECOVERY

- Recovery Time Objective/Recovery Point Objective (RTO/RPO) of 8 hours/2 hours respectively
- One Disaster Recovery test will be provided yearly. Additional tests yearly may incur fees
- RTO begins upon a declaration of an emergency
- The price may vary based on the consumption of resultant resources
- Any additional fees are payable in accordance with the Agreement

Contract Term: The Term of the Disaster Recovery solution is the same as the ERP hosted or SaaS solution.

Termination: Customer pays 100% of fees for initial term. Contract automatically renews annually after initial contract term. After initial term, contract can be terminated with 30-day written notification. Note: contract may also be terminated if Customer decides to move to an alternate Epicor Disaster Recovery solution.

2. TEST SERVERS

Additional Test servers may be requested and quoted. Two options exist:

- Test Server utilizing the existing SQL database instance:
- Test server with a separate SQL database instance

SERVICES DELIVERY

Support Language:	English, except as set forth in the Order or otherwise agreed in writing
Support Hours:	Standard Epicor Cloud Services phone support hours are 8X5 local time of the primary customer location. However, 24X7 phone support is also available (quote required). Additionally, Epicor Cloud Services monitors and triages the hosting environment 24x7x365
Personnel:	You agree to notify us promptly if your applicable personnel changes

INCIDENTS: SERVICE TARGETS

Epicor defines Incidents according to their nature and severity as follows:

Priority	Severity	Description	Targeted Response/Resolution Time*
1	High	<ul style="list-style-type: none">▪ Significant operational impact (e.g. servers down)▪ No work-around exists	<ul style="list-style-type: none">▪ 70% of the issues solved within 2 hours from the call▪ 90% of the issues solved within 6 hours from the call▪ 98% of cases solved with 10 hours of the call
2	Medium	<ul style="list-style-type: none">▪ Manageable operational impact▪ Work-around is available but only as a temporary solution.	<ul style="list-style-type: none">▪ 90% of the issues solved within 8 hours from the call▪ 98% of the issues solved within 48 hours from the call
3	Low	<ul style="list-style-type: none">▪ Minimal or no operational impact▪ Operations can continue utilizing a work-around	<ul style="list-style-type: none">▪ 70% of the issues solved within 3 working days from the call▪ 98% of the issues solved within 10 working days from the call

* We strive (a) to respond to your trouble ticket according to the schedule described in the table above, and (b) to resolve your trouble tickets that are within our control and are our responsibility as quickly as reasonably practical under the circumstances. **Please note that this table describes our targeted response times; this table and the targeted responses are not guarantees.**

* "Incidents" and this chart involves Hosting and System Management matters. This is not applicable to Application Support.

The following time definitions are applicable to measuring our service targets:

Start:

- When Epicor receives notification of a call/issue from the Customer

Pause:

- When waiting for a response from Customer or authorized third party
- When an issue is escalated to the Epicor Application Support or Development teams
- When a deployed fix is waiting for Customer to test

Restart: When Epicor notifies that a Pause event has ended.

Complete/Finished:

- When Epicor closes the call/log ticket and notifies Customer
- When fix is not possible due to limitations of access to required resources from Customer
- When provision of the Services is not possible due to matters beyond our reasonable control, including but not limited to power failures, network failures, or Third Party Applications

Service Target Measurement

When you report an Incident to Epicor, the Incident will be prioritised by us in accordance with the severity of the Incident in our reasonable opinion. The Targeted Response Time will start if reported during the applicable Service Hours, or if made outside the Service Hours, upon the next time the Service Hours commence.

UPTIME COMMITMENT

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Epicor commits to provide 99.5% availability of the Services (taken as a whole) during each calendar month of a Customer's subscription term ("Uptime Commitment").

SERVICE CREDIT

Customer is eligible to receive a service credit if Epicor does not meet the Uptime Commitment during a calendar month and the failure negatively affects Customer. The service credit will equal 10% of the EMS subscription fees paid for such month for each full percentage point availability of the SaaS-based services fall below the Uptime Commitment, but not to exceed 50%. For example, if availability of Epicor's SaaS-based services during a calendar month is equal to 97.5%, then the available credit is equal to 20% of the subscription fees paid for such month.

Epicor will calculate Uptime Commitment performance using its systems logs and records. All calculations exclude time attributable to events outside of Epicor's or its suppliers' reasonable control and scheduled maintenance requirements.

CREDIT REQUEST

To receive a service credit, Customer must request the credit by emailing its Customer Account Manager or other Epicor designee in writing within 30 days following the end of the calendar month that Epicor did not meet or exceed the Uptime Commitment.

Customer must be in good standing to receive a service credit hereunder. Any service credits will be applied to a future subscription invoice.

EXCLUSIONS

Non-production (e.g., test and trial) environments are expressly excluded from the Uptime Commitment.

OTHER/EXCLUSIONS

SERVICE COMMENCEMENT

Before commencement of Service, Epicor will notify Customer that it has completed the new system implementation, platform migration, and/or software upgrade project. Billing will begin when Epicor notifies Customer in writing that the Service environment has been released and is available.

HARDWARE AND SOFTWARE AT YOUR PREMISES

Unless expressly included in an existing Order or support agreement with us, or identified on a new Order, Epicor excludes all system items and other services residing or provided outside of our datacenter, which is hosting the Service. This means you are responsible for all hardware, software, and services other than that which is located in our datacenter, including, but not limited to computer devices, hardware peripherals, software, and internet connectivity services used to access or display the Services, or to enter or process your business data.

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 Hosted 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.

SUPPORT ASSIGNMENT

When applicable, if you have a question or need for Support, you will enter your request in our standard trouble ticket system. We will assign a priority to your query, and we will target a response summarized in our Service Targets described above.

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 Software 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.

MICROSOFT OFFICE AND ACTIVE DIRECTORY USERS

Microsoft Office can be hosted for an additional charge per user, per month; and additional Active Directory users, above the threshold defined in the Epicor sales Order, can be added for an additional charge per user per month.

PRICE INCREASES

We reserve the right to increase prices once a year except to the extent set forth in the Agreement.

SOFTWARE DEVELOPMENT KIT (SDK)

An SDK is not approved for use in Single-Tenant hosting or SaaS as source changes can have a extreme negative impact on the customer environment.

ITAR COMPLIANCE

Single tenant environments are not ITAR compliant.