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# Epicor Master Customer Agreement Customization Supplement

(Updated November 18, 2019)

This Customization Supplement (this “**Supplement**”) governs the development of and maintenance and support services for Customizations provided by Epicor Software Corporation or its Affiliate specified on an Order (including a Statement of Work) therefore (“**Epicor**”). This Supplement is subject to the Epicor Master Customer Agreement Master Terms and Conditions (“**Master Terms**”). Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

## 1. Certain Definitions

- 1.1. “**Customization**” means a custom code modification to the Software or SaaS Services performed by Epicor.
- 1.2. “**Customization Maintenance**” (also referred to as “**Customization Support**”) means those Customization Update and other maintenance services Epicor performs with respect to Customizations in accordance with its then current policy applicable to the Software or SaaS Services product affected by the Customization and/or the region Customer is based. Customization Maintenance may be further described in an Order therefore.
- 1.3. “**Customization Update**” means a code modification to a covered Customization that makes the Customization compatible with an Update.
- 1.4. “**Malicious Code**” means a virus, worm, time bomb, Trojan horse, malware or any other similar harmful or malicious code.
- 1.5. “**SaaS Services**” means, collectively, Epicor’s online business application suite offered on a Software as a Service (SaaS) basis.
- 1.6. “**Software**” means the specific application software product, module and/or user licenses licensed from Epicor.
- 1.7. “**Update**” means a patch, workaround, improvement, correction or derivative to the Software or SaaS Services that is made generally available by Epicor as part of application support or incidental to Epicor’s application warranty obligations.

2. **Customizations.** Epicor will create a Customization as specified in an Order. Customer will have the same usage rights to the Customization as it has to the Software or SaaS Services affected by the Customization. Maintenance and support for Customizations is not included as standard application support for the Software or SaaS Services, but is separately available as Customization Maintenance.

## 3. Customization Warranties

- 3.1. Epicor represents and warrants that (i) Epicor will develop the Customization using qualified personnel with reasonable skill and care in accordance with generally accepted industry standards and in accordance with the applicable Order, (ii) the Customization as originally delivered will not contain any Malicious Code, and (iii) each Customization will substantially conform to agreed specification therefore for a period of 90 days following delivery thereof.
- 3.2. The warranties described herein do not apply to defects resulting from (a) a modification or repair that is not performed by Epicor or its Affiliates, (b) interoperability with Third Party Applications not supplied by Epicor, or (c) misuse, damage or unlicensed use of the Customization by Customer or a third party. Epicor does not warrant that the functions contained in the Customization will meet Customer’s requirements or needs, or that the operation of the Customization will be uninterrupted or error free.
- 3.3. Customer’s sole and exclusive remedy for breach of the warranties described herein will be for Epicor to repair or otherwise remedy the nonconformity in a reasonably timely manner if Customer notifies Epicor in writing and Epicor validates the nonconformity.

## 4. Customization Maintenance

- 4.1. **General.** Epicor will supply Customization Maintenance during the applicable term upon payment of the applicable Customization Support Fees.
- 4.2. **Fees.** Except as otherwise set forth in an Order, Customization Maintenance fees are payable annually in advance. Epicor reserves the right to withhold Customization Maintenance while any Customization Maintenance fees remain overdue.
- 4.3. **Customization Maintenance Warranty.** Epicor warrants that Customization Maintenance will be provided by qualified personnel in a professional and workmanlike manner. Customer’s sole and exclusive remedy for breach of this warranty will be for Epicor to re-perform the Customization Maintenance in a non-deficient manner.
- 4.4. **Customization Maintenance Term.** Except as otherwise specified in an Order, Customization Maintenance begins on the date the Customization is delivered to Customer and continues (as extended, “**Customization Maintenance Term**”) for (i) 12 complete calendar months thereafter if the Customization affects Software not licensed on a subscription basis, and (ii) the duration of the subscription period applicable to SaaS Services or Software licensed on a subscription basis if the Customization affects such Software or SaaS Services. Customization Maintenance will automatically renew for additional one-year periods at the rates then in effect unless either party provides written notice of non-renewal at least 30 days prior to the end of the then expiring term. Certain Customization Update services require a multi-year subscription commitment. If Customer obtains the Customization Update service, it must complete the applicable subscription commitment or pay Epicor the subscription fees applicable for the duration of the applicable commitment period should it fail to do so.

4.5. **Additional Customizations.** Any additional Customizations that are added to Customization Maintenance during the Customization Maintenance Term will be included in Customer's then current subscription and the annual Customization Maintenance fees applicable thereto will be prorated accordingly.

**5. Amendment to Master Terms**

5.1. **Customer Claims – Exclusions.** Epicor is not responsible for Customer Claims that result from Customer's use of a Customization to the extent based on Customer supplied intellectual property, materials or information or if a corrective update has been made available to Customer for no additional license fee and given reasonable time to implement.

**6. Limitations**

6.1. Customization Updates to Updates that are classified by Epicor as "Product" (or similar) Updates, which are typically denoted by a change in the numeric identifier to the immediate left of a decimal version (e.g., **10.x** to **11.x**), are not included in Customization Maintenance but are available on a time and materials basis. See the applicable policy for additional details.

6.2. Customer acknowledges that if the Customization affects Software not licensed on a subscription basis, then it must also be subscribed to application support for the Software to receive Customization Maintenance.

6.3. Epicor is not responsible for defects or errors to a Customization or the affected Software or SaaS Services that result from Customer's failure to (i) subscribe to Customization Maintenance or arrange for Customization Updates, or (ii) subscribe to application support or arrange for application updates.

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