
Epicor Master Customer Agreement

Data Warehouse Supplement

(Updated August 9, 2021)

This Data Warehouse Supplement (this “**Supplement**”) governs Customer’s acquisition and use of the Data Warehouse Services (defined below) ordered from Epicor Software Corporation or its Affiliate specified in the Order therefor (“**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. “**Business Data**” means Customer Data consisting of sales and inventory data, which may include, retail customer data, part descriptions, part numbers, numbers of units sold, dates of sales, inventory quantities, costs of goods sold, sales prices and inventory value.
- 1.2. “**Business Reports**” means those reports that contain Business Data generated by the Data Warehouse Services.
- 1.3. “**Data Site**” means an automotive aftermarket parts sales outlet or service facility located at a single physical address where Business Data is located.
- 1.4. “**Data Warehouse Services**” means Epicor’s Product for the compilation, analysis and reporting of data relating to the sales and distribution of aftermarket automotive parts and repair services.
- 1.5. “**Data Warehouse Services Term**” means the period specified in an Order, as such may be extended or earlier terminated in accordance with the Agreement.
- 1.6. “**Epicor Extract Agent Software**” means the data gathering Data Warehouse Product licensed to you incidental to the Data Warehouse Services.
- 1.7. “**Malicious Code**” means a virus, worm, time bomb, Trojan horse, malware or any other similar harmful or malicious code.
- 1.8. “**Usage Restrictions**” means those obligations of Customer and restrictions on Customer’s and its Users’ use of the Data Warehouse Services, including those which are set forth in Section 2.3 of this Supplement.
- 1.9. “**Users**” means employees authorized to use the Data Warehouse Services and to whom Customer has supplied a unique user identification and password for portions of the Data Warehouse Services that utilize authentication.

2. Data Warehouse Services

- 2.1. **Grant; Internal Use.** Epicor grants to Customer on behalf of it and its Affiliates a non-exclusive, non-transferable and worldwide right to use the Data Warehouse Services for the Data Warehouse Services Term. Customer may access the Data Warehouse Services solely for its and its Affiliates’ internal data processing and data management needs to develop, create, display, download and copy Business Reports (and to gather and transmit Business Data in connection therewith). Customer may not (i) make the Data Warehouse Services available to anyone other than its Users without Epicor’s prior written consent, which may be withheld in Epicor’s sole discretion, or (ii) sell, resell, rent or lease the Data Warehouse Services or the output thereof.
- 2.2. **Authorized Users.** Customer may permit Users to use the Data Warehouse Services in accordance with the Agreement, subject to the volumes and any limitations specified in the Order. User logins are for designated individual Users and Customer may not allow a User login to be shared or used by more than one individual User; however, an individual User login may be redeployed to another individual. Customer will use all reasonable efforts to prevent unauthorized access to or use of the Data Warehouse Services and notify Epicor promptly of any such unauthorized access or use. Customer is responsible to ensure its Users comply with the Agreement.
- 2.3. **Acceptable Use Policy.** Customer and its Users will use the Data Warehouse Services only in accordance with the associated Documentation, the Agreement and any applicable Product Notes, and may not and will not permit any third party to use the Data Warehouse Services: (a) in a way prohibited by the Agreement or by law, regulation, governmental order or decree; (b) to violate the rights of others; (c) to try to gain unauthorized access to or disrupt any service, data, account or network; (d) to falsify any protocol or email header information (e.g., “spoofing”); (e) to spam or distribute Malicious Code; (f) in a way that could reasonably be expected to harm the Data Warehouse Services or impair anyone else’s use of them; (g) to reverse engineer, modify, decrypt, extract, disassemble, or decompile the Data Warehouse Services; (h) to build or support products or services competitive to Epicor; (i) to license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, or commercially exploit, or make available the Data Warehouse Services to any third party except as permitted by this Agreement; (j) in any application or situation where failure of the Data Warehouse Services could lead to death or serious bodily injury or any person, or to the severe physical or environmental damage; or (k) to otherwise violate any other similar “acceptable use” policies communicated by Epicor in writing, including via email or inclusion on website specified by Epicor.
- 2.4. **Suspension.** In addition to any other rights that Epicor may have, Epicor reserves the right to take remedial action if Customer breaches the Usage Restrictions, and such remedial action may include suspending Customer’s use of the Data Warehouse Services. Epicor will promptly notify Customer of any such suspension and will limit the suspension in time and scope as reasonably possible under the circumstances.
- 2.5. **Verification.** Customer will monitor its use of the Data Warehouse Services and report any use greater than the volumes subscribed. Epicor may monitor use to verify compliance with the Agreement. Customer agrees to promptly pay to Epicor the Data

Warehouse Services fees applicable to excess use during the applicable usage period and Customer's Data Warehouse Services fees payable for the duration of the Data Warehouse Services Term will be adjusted accordingly.

2.6. **On-premises Applications.** The Epicor Extract Agent Software and any other applications furnished by Epicor as part of the Data Warehouse Services must be installed on a Customer controlled computer or server as specified in an Order ("**On-premises Applications**"). If Customer acquires an On-premises Application, Epicor hereby grants to Customer a license to use the object code (run-time) version of the On-premises Application on a worldwide, personal and non-exclusive basis during the Data Warehouse Services Term solely in connection with its use of the Data Warehouse Services and in accordance with Section 2.1 of this Supplement. During the Data Warehouse Services Term, Epicor may make available to Customer security patches and/or other updates or upgrades to the On-premises Applications ("**Updates**"). Customer is responsible for installing (or arranging for the installation of) Updates that are necessary to ensure compatibility and interoperability with the Data Warehouse Services. Epicor is not responsible for any error in or unavailability of the Data Warehouse Services resulting from Customer's failure to do so.

2.7. **Third Party Products and Services.** The Data Warehouse Services contain copyrighted and proprietary products and materials of third parties, including MicroStrategy Inc. ("**MicroStrategy**") which are obtained under a license from MicroStrategy, and may contain information and data from IHS Markit ("**IHS**") under a license from IHS (MicroStrategy and IHS are sometimes referred to as "**DWS Third Parties**"). The DWS Third Parties are beneficiaries to the Agreement and this Supplement solely with regard to the Data Warehouse Services and make no direct warranty of any kind to Customer and disclaim liability for damages whether direct or indirect, incidental or consequential, arising in connection with Customer's use of the Data Warehouse Services.

2.8. **Equipment and Connectivity.** Customer is responsible for obtaining and maintaining all telephone, Internet, network and computer hardware or other equipment necessary to access the Data Warehouse Services, and is responsible for all applicable connectivity charges.

2.9. **Feedback.** Any ideas, feedback, suggestions, requests, questions, comments, results of Customer's testing and evaluation of the Data Warehouse Services ("**Feedback**") are the property of Epicor. Customer agrees to take all reasonable action directed by Epicor, and at Epicor's expense, to assign the Feedback and any intellectual property rights therein to Epicor.

2.10. **Analysis and Statistical Data.** Epicor may compile statistical and other information related to the performance, operation and use of the Services and Products furnished and/or licensed, and use such information in aggregated form to, among other things, create statistical analyses, and for performance optimization, verification of security and data integrity, demand planning, benchmarking, marketing and research and development purposes.

3. Fees and Payment; Suspension

3.1. **Fees.** Customer will pay the Data Warehouse Services fees specified in the Order or renewal invoice therefor in accordance with the terms thereof. Except as otherwise agreed in writing, Data Warehouse Services fees are payable annually in advance. Additional fees apply if Customer transitions to a more frequent payment structure. Customer will also pay Epicor the Data Warehouse Services fees applicable to any use beyond that validly subscribed during the applicable usage period, and the Data Warehouse Services fees applicable to the remainder of the Data Warehouse Services Term will be adjusted accordingly.

3.2. **Suspension.** Epicor reserves the right to suspend the Data Warehouse Services if fees due Epicor, which are not subject of a good faith dispute (provided all undisputed fees continue to be paid in a timely manner), remain past due following 30 days' written notice regarding the same in addition to any other rights it may have under the Agreement or at law.

4. Additional Customer Data, Responsibility, and Data Security Terms

4.1. Epicor and its Affiliates may perform certain aspects of the Data Warehouse Services (e.g., administrative, maintenance, support, disaster recovery, data processing) from locations and/or through use of subcontractors (e.g., third party data center providers), worldwide.

4.2. Customer is responsible for entering Customer Data into the Data Warehouse Services, where applicable, and is solely responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from the Customer Data and for any Malicious Code contained therein and from Customer's or its Users' use of the Data Warehouse Services in a manner inconsistent with the associated Documentation or the Agreement. Customer is solely responsible for obtaining and maintaining all telephone, Internet, network and computer hardware and other equipment needed for access to and use of the Data Warehouse Services, including if applicable, all connectivity charges.

4.3 Customer assumes sole responsibility and liability for the accuracy and adequacy of Business Data transmitted to Epicor.

4.4 Customer agrees to cooperate with Epicor to adapt and to implement any reasonable security features required by Epicor including installing firewall and other security technologies to prevent unauthorized access and or modification from either internal or external resources to the Data Warehouse Services.

4.5 Epicor will provide Customer a unique identification code(s) ("**ID**") and a unique password(s) ("**Password**"). Epicor will have no responsibility for controlling or monitoring the use of such Passwords and will have no liability for any misuse of such Passwords. Customer will take all actions that are necessary to maintain the confidentiality and prevent the unauthorized use, of IDs and Passwords. Customer will notify Epicor immediately if Customer determines, or has reason to believe, that an unauthorized party has gained access to an ID or Password, or that a person previously authorized to use an ID and Password is no longer authorized for any reason, including termination of employment. Customer hereby authorizes Epicor and other authorized parties to rely upon any information and/or instructions set forth in any order or other data transmission using Customer's assigned ID and Password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the order or data. Use of the assigned ID or Password, whether or not authorized by Customer, will be solely Customer's risk and responsibility.

5. Data Warehouse Services Warranties; Availability

5.1. **Warranties.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THE AGREEMENT, INCLUDING ANY EXPRESS WARRANTY CONTAINED THEREIN AND ANY OTHER PRODUCT SUPPLEMENT THERETO, THE DATA WAREHOUSE SERVICES ARE FURNISHED ON AN AS-IS BASIS AND EPICOR DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF THERE IS AN ERROR OR DEFECT IN THE DATA WAREHOUSE SERVICES THAT MATERIALLY IMPACTS CUSTOMER'S USE, AND WHICH EPICOR IS UNABLE TO CURE WITHIN THIRTY DAYS OF WRITTEN NOTICE, CUSTOMER MAY TERMINATE THE DATA WAREHOUSE SERVICE, AND RECEIVE A REFUND FOR THE PERIOD OF TIME THE DATA WAREHOUSE SERVICES WERE SO AFFECTED. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A MATERIAL ERROR OR DEFECT IN THE DATA WAREHOUSE SERVICES.

6. Additional Indemnification and Liability Limitation Terms

6.1. **Epicor Claims.** In addition to Customer's obligations under the Master Terms, Customer will, at its own expense defend Epicor Indemnified Parties against Losses finally awarded against them or amounts agreed to in a monetary settlement arising out of or in connection with such Claim to the extent the Claim (any of the following, also an Epicor Claim for purposes of the Agreement) results from Customer's use of the Data Warehouse Services not in accordance with the Usage Restrictions.

6.2. **Additional Limitations.** The parties agree that the exclusions and limitations specified in Section 8 of the Master Terms do not apply to Customer's breach of the Usage Restrictions.

7. Term and Termination

7.1. **Term.** The initial period applicable to the Data Warehouse Services is as stated in the Order therefor ("**Initial Data Warehouse Services Term**").

7.2. **Renewal.** Upon expiration of the Initial Data Warehouse Services Period, and each anniversary thereafter, the Data Warehouse Services Order will automatically renew for an additional one-year period (each, a "**Renewal Data Warehouse Services Term**"), at the rates then in effect unless Customer and Epicor negotiate a new arrangement or either party gives written notice no later than 90 days prior to the end of the applicable Initial Data Warehouse Services Term or Renewal Data Warehouse Services Term of its intention not to renew. The Master Terms and Data Warehouse Services Supplement in effect at the time of renewal will govern the Data Warehouse Services for the duration of the Renewal Data Warehouse Services Term.

7.3. **Additional Data Warehouse Services Orders.** Any additional Data Warehouse Services Orders processed during the Data Warehouse Services Term will be added to Customer's then current Data Warehouse Services and are subject to the Master Terms and Data Warehouse Services Supplement in effect at the commencement of the then current Initial Data Warehouse Services Term or Renewal Data Warehouse Services Term as the case may be.

7.4. **Termination.** A party may terminate the Agreement, this Supplement and/or the Data Warehouse Services Order in accordance with the Master Terms. Customer may also terminate the Agreement and Data Warehouse Services Order as permitted under Section 5.1 of this Supplement upon written notice.

7.5. **Effect of Termination; Customer Data Portability and Deletion.** Customer's right to use the Data Warehouse Services and On-premises Applications ends upon the effective date of expiration or termination of the Data Warehouse Services Term. If Epicor processes Customer Data as part of the Data Warehouse Services, Epicor will make the Customer Data available to Customer in machine-readable format upon Customer's written request made within 30 days following termination or expiration of the Data Warehouse Services Term. Except as otherwise required by law, Epicor may delete or destroy all copies of the Customer Data following such 30 day-period.

7.6. **Refund or Payment upon Termination.**

7.6.1. Customer is entitled to a pro-rata refund in the amount of any then prepaid Data Warehouse Services fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or Data Warehouse Services Order for cause (subject to such cause being established) pursuant to the Master Terms or as permitted under Section 5.1 of this Supplement, or (ii) Epicor terminates the Agreement or Managed Services Order as a result of its indemnification obligations under the Master Terms.

7.6.2. Customer will pay any unpaid Data Warehouse Services fees covering the duration of the Data Warehouse Services Term applicable to the Data Warehouse Services Order if Epicor terminates the Agreement or Data Warehouse Services Order because of Customer's uncured breach or if Customer terminates the Agreement or Data Warehouse Services Order other than as permitted under the Agreement.

7.7. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1, 3.1, 6 and 7 of this Supplement will survive expiration or termination of the Agreement.
