Epicor Master Customer Agreement
SaaS Services Supplement

(Updated June 3, 2019)

This SaaS Services Supplement (this "**Supplement**") governs Customer's acquisition and use of the SaaS Services (defined below) ordered from Epicor Software Corporation or its Affiliate specified in the Order therefore ("**Epicor**"). This Supplement also governs Customer's use of any Trial Services made available by Epicor to Customer. 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 SaaS Services performed by Epicor.

1.2.   **"Customization Support"** means Epicor's maintenance and support offering applicable to Customizations.

1.3.   **"Malicious Code"** means a virus, worm, time bomb, Trojan horse, malware or any other similar harmful or malicious code.

1.4.   **"SaaS Services"** means, collectively, Epicor's online business application suite offered on a Software as a Service (SaaS) basis as specified in an Order.

1.5.   **"SaaS Term"** means the period specified in an Order, as such may be extended or earlier terminated in accordance with the Agreement.

1.6.   **"Trial Services"** means, collectively, Epicor's online business application suite or portions thereof offered on a Software as a Service (SaaS) basis on a trial or controlled release (e.g., early release).

1.7.   **"Usage Restrictions"** means those obligations of Customer and restrictions on Customer's and its Users' use of the SaaS Services, which are set forth in Section 2.3 of this Supplement.

1.8.   **"Users"** means individuals authorized by Customer to use the SaaS Services and to whom Customer has supplied a unique user identification and password for portions of the SaaS Services that utilize authentication.

2. SaaS Services

2.1.   **Grant; Internal Use.** Epicor grants to Customer on behalf of Customer and its Affiliates a non-exclusive, non-transferable and worldwide right to use the SaaS Services for the SaaS Term. Customer may access use the SaaS Services solely for its and its Affiliates' internal data processing and data management needs. Customer may not (i) make the SaaS Services available to anyone other than its authorized Users without Epicor's prior written consent, which may be withheld in Epicor's sole discretion, or (ii) sell, resell, rent or lease the SaaS Services or the output thereof.

2.2.   **Authorized Users**. Customer may permit Users to use the SaaS 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 SaaS 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.   **Usage Restrictions; Acceptable Use Policy**. Customer and its Users will use the SaaS 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 SaaS 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 SaaS Services or impair anyone else's use of them; (g) to reverse engineer, modify, decrypt, extract, disassemble, or decompile the SaaS 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 SaaS Services to any third party except as permitted by this Agreement; (j) in any application or situation where failure of the SaaS 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 SaaS 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 SaaS Services and report any use greater than validly subscribed. Epicor may monitor use to verify compliance with the Agreement. Customer agrees to promptly pay to Epicor the SaaS Services fees applicable to use in excess of that which is validly subscribed and Customer's SaaS Services fees payable for the duration of the SaaS Term will be adjusted accordingly.

2.6.   **On-premises Applications.** Certain applications furnished by Epicor as part of the SaaS 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 SaaS Term solely in connection with its use of the SaaS Services and in accordance with

Section 2.1 of this Supplement. During the SaaS 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 SaaS Services. Epicor is not responsible for any error in or unavailability of the SaaS Services resulting from Customer's failure to do so.

2.7.   **Maintenance and Support**. Epicor will perform maintenance and support for the SaaS Services in accordance with Epicor's then current maintenance and support policy for the product line and/or region specific to the delivery of the SaaS Services. Customer may be required to log requests via Epicor's online portal to receive maintenance and support.

2.8.   **Customization Support**. If the parties determine that Customizations will be included with the SaaS Services, then Customer must separately subscribe to Customization Support. Customization Support is furnished subject to the terms and conditions specified in the Customization Supplement then in effect, available at https://www.epicor.com/company/customer-agreements.aspx or such other website specified by Epicor. Epicor is not responsible for any error in or unavailability of the SaaS Services resulting from Customer's failure to subscribe to Customization Support or to comply with the terms and conditions applicable thereto.

2.9.   **Feedback**. Any ideas, feedback, suggestions, requests, questions, comments, results of Customer's testing and evaluation of the SaaS Services or Trial 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.   **Analyses**. Epicor may compile statistical and other information related to the performance, operation and use of the SaaS Services, 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, and research and development purposes. In doing so, Epicor will not incorporate any content, personal data or other confidential information that could identify Customer or any individual.

3.   Trial Services

3.1.   Subject to the terms and conditions contained herein, Epicor may make certain Trial Services available to Customer for testing and/or evaluation purposes. Trial Services may only be used by Customer on a non-production basis except as otherwise specified in an Order or other written communication made by Epicor therefore.

3.2.   The Trial Services are furnished to Customer subject to the terms and conditions applicable to Customer's access and use of the SaaS Services under the Agreement. Additional terms and conditions may apply as communicated to Customer in writing, including via email or website, which terms and conditions are incorporated into this Supplement and are legally binding. Epicor reserves the right to terminate the Trial Services at any time in its sole discretion.

3.3.   Upon completion of the applicable trial period, (i) Customer must immediately cease use of the Trial Services, including any On-premises Applications delivered as part of the Trial Services, and (ii) Epicor may disable access to and/or delete any Customer Data processed by the Trial Services.

3.4.   NOTWITHSTANDING ANYTHING TO THE CONTARY CONTAINED HEREIN OR IN THE MASTER TERMS, THE TRIAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY AND EPICOR WILL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE TRIAL SERVICES.

4.   Fees and Payment; Suspension

4.1.   **Fees; Excess Use.** Customer will pay the SaaS Services fees specified in the Order or renewal invoice therefore in accordance with the terms thereof. Except as otherwise agreed in writing, SaaS 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 SaaS Services fees applicable to any excess use during the applicable usage period, and the SaaS Services fees applicable to the remainder of the SaaS Term will be adjusted accordingly.

4.2.   **Suspension.** Epicor reserves the right to suspend the SaaS 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.

5.   Additional Customer Data and Data Security Terms

5.1.   Epicor and its Affiliates may perform certain aspects of the SaaS 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.

5.2.   Customer is responsible for entering Customer Data into the SaaS Services 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 in therein and from Customer's or its Users' use of the SaaS Services in a manner inconsistent with the associated Documentation or the Agreement.

6.   SaaS Services Warranties; Availability

6.1.   **Warranties**. Epicor warrants that during the then applicable Initial SaaS Term or Renewal SaaS Term it (i) will perform the SaaS Services in compliance with the associated Documentation in all material respects, (ii) will not materially decrease the overall security of the SaaS Services, and (iii) will not materially decrease the overall features and functionality of the SaaS Services except as contemplated in Section 6.4 of this Supplement. Customer's sole and exclusive remedy and Epicor's entire liability for breach of the aforementioned warranties will be (i) for Epicor to re-perform the deficient SaaS Services at no additional cost, and (ii) if Epicor fails to re-perform the SaaS Services in a non-deficient manner, Customer may terminate the deficient SaaS Services; provided any such termination must occur within 60 days following Epicor's failure to re-perform the SaaS Services in a non-deficient manner.

6.2.   **Availability.** Epicor also warrants that it will provide the SaaS Services in accordance with the Service Level Agreement ("**SLA Supplement**") available at https://www.epicor.com/company/customer-agreements.aspx or such other website specified by Epicor.

Customer's sole and exclusive remedy and Epicor's entire liability for breach of the aforementioned warranty will be for Epicor to issue the services credits specified in the SLA Supplement.

6.3.   **Exclusions**. The warranties set forth in Sections 6.1 and 6.2 of this Supplement will not apply (i) if the SaaS Services are not used in accordance with the associated Documentation, the Agreement or applicable Product Notes, or (ii) the SaaS Services are provided for no fee. Further, such warranties do not apply to the Trial Services.

6.4.   **Third Party Applications**. Notwithstanding Section 6.1 of this Supplement, Epicor may discontinue Third Party Applications supplied as part of the SaaS Services upon no less than 180 days' prior written notice, in which case the SaaS Services fees will be reduced accordingly. Epicor will use commercially reasonable efforts to assist Customer to obtain replacement services.

7.   Additional Indemnification and Liability Limitation Terms

7.1.   **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 SaaS Services not in accordance with the Usage Restrictions.

7.2.   **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.

8.   Term and Termination

8.1.   **Term**. The initial period applicable to the SaaS Services is as stated in the Order therefore ("**Initial SaaS Term**"). Trial SaaS will be furnished for the period communicated in writing by Epicor to Customer.

8.2.   **Renewal**. Upon expiration of the Initial SaaS Term, and each anniversary thereafter, the SaaS Services Order will automatically renew for an additional one-year period (each, a "**Renewal SaaS Term**"), at the rates then in effect unless Customer and Epicor negotiate a new multi-year arrangement or either party gives written notice of non-renewal at least 90 days prior to the end of the then expiring Initial SaaS Term or Renewal SaaS Term as the case may be. The Master Terms and SaaS Services Supplement in effect at the time of renewal will govern the SaaS Services for the duration of the Renewal SaaS Term.

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

8.4.   **Termination**. A party may terminate the Agreement, this Supplement and/or a SaaS Services Order in accordance with the Master Terms. Customer may also terminate the Agreement and SaaS Services Order as permitted under Section 6.1 of this Supplement upon written notice.

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

8.6.   **Refund or Payment upon Termination**.

8.6.1.   Customer is entitled to a pro-rata refund in the amount of any then prepaid SaaS Services fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or SaaS Services Order for cause (subject to such cause being established) pursuant to the Master Terms or as permitted under Section 6.1 of this Supplement, or (ii) Epicor terminates the Agreement or SaaS Services Order as a result of its indemnification obligations under the Master Terms.

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

8.7.   **Surviving Provisions**. In addition to those Sections that survive under the Master Terms, Sections 1, 4.1, 7 and 8 of this Supplement will survive expiration or termination of the Agreement.