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# Epicor Master Customer Agreement Software License Supplement (Perpetual Licenses) (Updated June 3, 2019)

This Software License Supplement (this “**Supplement**”) governs Customer’s acquisition and use of Software (defined below) licensed from Epicor Software Corporation or its Affiliate specified in the Order therefor (“**Epicor**”) on a perpetual (e.g., non-limited term or non-subscription) basis. This Supplement is subject to the Epicor Master Customer Agreement Master Terms and Conditions (“**Master Terms**”) in effect at the time Customer licensed the Software hereunder. 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 performed by Epicor.
- 1.2. “**License Warranty Period**” means the 1-year period following the date Epicor first ships or electronically furnishes Software licensed under a Software Order to Customer.
- 1.3. “**Malicious Code**” means a virus, worm, time bomb, Trojan horse, malware or any other similar harmful or malicious code.
- 1.4. “**Modification**” means a modification, alteration, addition, derivative work, derivation, enhancement and/or improvement of any kind to or of or from or based on or related to the Software or any part thereof, in any form or format. For the avoidance of doubt, configuration of the base Software is not a Modification.
- 1.5. “**Software**” means the specific application software product, module and/or user licenses specified in an Order.
- 1.6. “**Support**” means those maintenance and support services Epicor performs with respect to the License in accordance with its then current support policy applicable to the Software product licensed and/or the region that such Software is licensed.
- 1.7. “**Update**” means a patch, workaround, improvement, correction, modification or derivate to the Software that is made generally available by Epicor as part of a Support subscription or incidental to Epicor’s warranty obligations.
- 1.8. “**Users**” means individuals authorized by Customer to use the Software pursuant to the Agreement and to whom Customer has supplied a unique user identification and password for the Software that utilizes authentication.

## 2. Software License

- 2.1. **License Grant.** Subject to the terms and conditions herein and any limitations specified in an Order (including any Product Notes thereto), Epicor grants Customer on behalf of Customer and its Affiliates a personal, non-exclusive, non-transferable, and worldwide license for the use of the Software (“**License**”). The License is considered perpetual in nature, subject to either party’s right to terminate in accordance with this Agreement. The License is for the (i) object code (run-time) version of the Software and such Updates as may hereafter be provided by Epicor to Customer, and (ii) Software Documentation and any Product Notes applicable to the Software. The License is subject to the associated license type(s) designated on an Order or the related Documentation.
- 2.2. **Internal Use.** The License is granted solely to Customer for its and its Affiliates’ internal data processing and data management needs. Customer agrees that the License does not permit Customer to: (i) make the Software available to anyone other than its authorized Users without Epicor’s prior written consent, which may be withheld in its sole discretion, (ii) use the Software for a timesharing or service bureau application, or (iii) sublicense or encumber the License and Documentation except as otherwise permitted herein.
- 2.3. **Authorized Users.** Customer may permit Users to use the Software in accordance with this Agreement, subject to the volumes stated 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; provided 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 Software, and notify Epicor promptly of any such unauthorized access or use, and will be responsible for any such unauthorized access by, through or with respect to Customer. Customer is responsible to ensure its Users comply with the Agreement.
- 2.4. **Usage Restrictions.** Except to the extent permitted by law without the possibility of contractual waiver, Customer may not reverse engineer, modify, decrypt, extract, disassemble, or decompile the Software, or permit anyone else to do so (a “**Prohibited Action**”). Before Customer exercises any legal right to conduct a Prohibited Action it must provide Epicor with reasonable prior written notice and will not unreasonably refuse to accept any alternative course of action that Epicor proposes to satisfy Customer’s legal rights in lieu of conducting a Prohibited Action.
- 2.5. **High Risk Use.** Customer and its Users may not and will not permit any third party to use the Software for any high risk use (i.e., where failure or fault of the Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).
- 2.6. **Copies.** Customer may make a reasonable number of copies of the Software and Documentation licensed hereunder solely for its own data archival or disaster recovery purposes. Customer will not permit any third party to copy the Software or Documentation without Epicor’s prior written consent
- 2.7. **License Fees; Excess Use.** Customer will pay the License fees applicable thereto as specified in the Order. If Customer’s usage exceeds the License, it must promptly license and pay the applicable license and Support fees for such additional software product usage.

## 2.8. Verification and Audit

2.8.1. Customer will monitor its use of the License and report any use greater than the amounts licensed.

2.8.2. On Epicor's written request, no more frequently than annually, Customer will provide Epicor with a signed written certification (i) verifying that the Software furnished hereunder has been used in complete compliance with the terms of this Agreement, including any user limitations, and (ii) listing the locations at which software Products furnished hereunder are being used. Customer agrees to grant Epicor reasonable access (either onsite or remotely) to all relevant locations and provide reasonable co-operation, upon prior notice during normal business hours, to allow Epicor to audit Software usage, and to confirm the information provided by Customer in its signed written certification.

## 3. Software Warranty

3.1. Epicor warrants that during the License Warranty Period: (i) the Software will substantially conform to the applicable Software Documentation, (ii) any media upon which the Software is supplied will be free from defects in design, material or workmanship, and (iii) the Software as originally delivered will not contain any Malicious Code.

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 Software by Customer or a third party. Epicor does not warrant that the functions contained in the Software will meet Customer's requirements or needs, or that the operation of the Software 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 and at Epicor's own expense if Customer notifies Epicor in writing within the License Warranty Period and Epicor validates the nonconformity.

## 4. Support

4.1. **General.** Epicor will supply Support during the Support Term upon payment of the applicable Support fees.

4.2. **Support Fees.** Except as otherwise set forth in an Order, Support fees are payable annually in advance. Epicor reserves the right to withhold Support while any Support fees remain overdue.

4.3. **Support Warranty.** Epicor warrants that Support 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 re-perform the Support in a non-deficient manner.

4.4. **Microsoft Embedded Maintenance.** Customer's subscription to the Microsoft Embedded Maintenance program as specified on an Order entitles Customer to receive new product versions to certain Microsoft Software products supplied by Epicor, if and when commercially released by Microsoft Corporation, during the applicable coverage period, in accordance with Microsoft Corporation's policies then in effect.

4.5. **Support Term.** Support begins on the date Epicor first ships or electronically furnishes Software to Customer and ends 12 complete calendar months thereafter (as extended, "**Support Term**"). Support 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 90 days prior to the end of the then expiring annual period.

4.6. **Additional Software Licenses.** Any additional Software licensed during the Support Term will be included in Customer's then current Support subscription and the annual Support fees applicable thereto will be prorated accordingly.

4.7. **Third Party Applications.** Notwithstanding anything to the contrary contained herein, Support for Third Party Applications supplied by Epicor under the Agreement may be subject to different terms and conditions and may be otherwise limited. See the Third-Party Applications Addendum or an Order therefor for details. Further, Epicor may discontinue Support for Third Party Applications supplied by Epicor hereunder upon no less than 180 days' notice, following which Epicor will use commercially reasonable efforts to assist Customer to obtain replacement software or support and the applicable Support fees will be adjusted accordingly.

4.8. **Customization Support.** If Epicor develops a Customization for use with the License, then Customer may separately subscribe to Customization Support, if available. 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 Software or interoperability error or defect that results from Customer's failure to subscribe to Customization Support or to comply with the terms and conditions applicable thereto.

## 5. Amendments to Master Terms

5.1. **Customer Claims - Exclusions.** Epicor has no obligation to Customer or Customer Indemnified Parties for Customer Claims that result from Customer's use of a superseded Software version if a corrective Update has been made available to Customer for no additional license fees and given reasonable time to implement.

## 6. Term and Termination

6.1. **Term.** The Agreement commences on the date the Software Order referencing this Supplement is signed by Epicor and continues until the License granted hereunder terminates.

6.2. **Termination.** A party may terminate the Agreement, this Supplement and/or the Software Order in accordance with the Master Terms.

6.3. **Effects of Termination.** Customer will return or destroy all Software and Documentation supplied hereunder, and if requested by Epicor, will certify in writing as to the destruction of the same.

6.4. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1, 2.7, 2.8, 5, and 6 of this Supplement will survive expiration or termination of the Agreement.

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