
Service Level Agreement and Services Specification Epicor SaaS Services and Hosting Services

(Updated November 1, 2018)

Overview

This Service Level Agreement and Services Specification (this “**SLA**”) is a part of your Master Customer Agreement or similar agreement with Epicor or its Affiliate (the “**Agreement**”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to Epicor’s SaaS-based services (“**SaaS Services**”) and hosting services (“**Hosting Services**”). The SaaS Services and Hosting Services are also referred to herein as “**Services**”.

If we do not achieve and maintain the Service Level for the Services as described in this SLA, you may be eligible for a credit towards a portion of your monthly Services fees. We will not modify the terms of your SLA during the initial term of your Services subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days’ notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <https://www.epicor.com/company/customer-agreements.aspx>.

Delivery of Services

Epicor will perform the Services in accordance with its standard policies and procedures then in effect. Contact your Customer Account Manager for additional details.

Service Level

Epicor commits to provide 99.5% availability of the Services (taken as a whole) during each calendar month of your Services term. “**Availability**” is computed as follows:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Downtime: Any period of time when you are unable to access the Services (taken as a whole).

Maximum Available Minutes: the total accumulated minutes during a calendar month that the Services are deployed.

Service Credits

Customer is eligible to receive a service credit if Availability during a calendar month falls below 99.5% and Customer is detrimentally impacted. The service credit will equal 10% of the applicable Services fees paid for such month for each full percentage point Availability falls below 99.5%, but not to exceed 50%. For example, if Availability during a calendar month is equal to 97.5%, then the available service credit is equal to 20% of the Services fees paid for such month.

Credit Request

To receive a service credit, you must request the credit by emailing your Customer Account Manager or other Epicor designee in writing within 30 days following the end of the calendar month you’re eligible to receive a credit. Epicor will calculate Availability using its systems logs and records. You must be in good standing to receive a service credit hereunder. Any service credits will be applied to a future Services invoice. If no further invoices apply, any available service credit will be refunded to you. You may not unilaterally offset an invoice.

If you purchased the Services from a reseller and the reseller invoices you directly for such Services, you will receive the service credit directly from your reseller, and the reseller will receive a service credit directly from us.

Limitations

This SLA and the Service Level do not apply to any Availability issues:

- Due to factors outside our or our supplier's reasonable control (for example, natural disaster, war, acts of terrorism, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
 - That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party applications or services;
 - Caused by your use of the Services after we advised you to modify your use of the Services, if you did not modify your use as advised;
 - Caused by your failure to (i) apply conforming updates to on-premises software furnished to you as part of the SaaS Services or (ii) maintain an application support subscription for applications hosted as part of the Hosted Services and/or fail to apply updates to the hosted applications or supporting client-side applications.
 - With respect to non-production (e.g., test and trial) environments and/or preview, pre-release, beta or trial versions of the Services;
 - That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices; or
 - During scheduled maintenance.
-