
Epicor Master Customer Agreement SaaS/DaaS Services Supplement

(Updated May 30, 2025)

This SaaS/DaaS 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. The term “SaaS Services” also includes any applications listed in your Order as “DaaS” (or “Data as a Service” applications).
- 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 individual employees 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.** Subject to the terms of the Agreement, Epicor grants to Customer on behalf of Customer and its Affiliates a personal, non-exclusive, non-transferable, limited, revocable, and fee-based 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; including any payment card industry rule or regulation; (b) to violate the legal 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 should periodically monitor its use of the SaaS Services to verify use is authorized by this Agreement. Epicor may monitor use to verify compliance with the Agreement. Within ten business days of written notice, Customer agrees to grant Epicor reasonable access (either onsite or remotely) during normal business hours to relevant locations and provide reasonable co-operation to allow Epicor to audit and to confirm Customer’s use is compliant with the terms of this Agreement.

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 (referred to as the Epicor Application Support Statement of Services) 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.** Subject to the terms of the Agreement, including Confidentiality terms, Customer owns its ideas, feedback, suggestions, requests, questions, and comments about Epicor Products, including those involving the results of Customer’s testing and evaluation of the SaaS Services or Trial Services (“**Feedback**”). Customer hereby grants Epicor a royalty-free, license to use, copy, modify, incorporate Feedback in its Products, distribute, display, license, and sublicense Products that include such Feedback. Customer agrees to take all reasonable action directed by Epicor, and at Epicor’s expense, to effectuate such license and any intellectual property rights therein to Epicor.

2.10. **Analysis and Statistical Data.** Epicor may compile statistical and other information (excluding personally identifiable 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. 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.

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 to the extent arising from the Customer Data and for any Malicious Code contained 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 to cure any material deficiency within 30 days of written notice, 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 indemnify Epicor Indemnified Parties from and against Losses from third-party claims to the extent arising out of, resulting from, or occurring in connection with Customer's use of the SaaS Services not in accordance with the use restrictions and acceptable use policy specified in Section 2.3.

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 additional periods as specified in the Order, or, if no period is specified, for an additional one-year period (each, a "Renewal SaaS Term"), at Epicor's then-current rates unless Customer and Epicor have otherwise agreed in an Order, negotiate a new multi-year arrangement, or either party provides written notice of non-renewal at least 90 days prior to the end of the then expiring term. 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. After such 30-day period, Epicor will use reasonable best efforts to retrieve Customer Data, but at Epicor's then-current time and material costs. 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.

9. Additional Terms Applied to Automotive Applications Products and Services.

9.1 **Automotive Applications Generally.** If you are engaged in the automotive aftermarket services, parts, and repair business, the following terms may apply if your Order includes a right to use Epicor's Information Services, Connectivity Services, or Data Analytics services.

9.2 **Information Services.** Information Services refers to databases that Epicor licenses and makes available to Customers, most commonly under the brand names “PartExpert”, “ePartExpert”, Part Expert Data Services, Labor Expert, Service Expert, Tire Expert Interchange, Cover2Cover, and VinDecorder. If your Order lists Information Services, the Information Services Supplement also applies to your Order for and use of our Information Services.

9.3 **Connectivity Services.** Connectivity Services refers to electronic data network services that Epicor makes available to Customers, most commonly under the brand name “Epicor Parts Network” (or “EPN”), AConnex, Internet Auto Parts (or “IAP”), or Internet Service Estimator (or “ISE”). Connectivity Services consists of an electronic network that enables companies to buy and/or sell automotive parts and a software interface or software development kit that enables and/or facilitates access to Connectivity Services. Connectivity Services also refers to our services that help enable automotive “estores” (or electronic automotive marketplaces) for buyers and/or sellers of automotive parts. If your Order lists Connectivity Services, the Connectivity Supplement also applies to your Order for and use of our Connectivity Services.

9.4 **Data Analytics.** Data Analytics refers to a data analytics service and reports that help compile, analyze, and produce reports related to the sales and distribution of aftermarket automotive parts and repair services. Epicor makes Data Analytics available to Customers most commonly under the name “Data Analytics” or “Data Warehouse”. If your Order lists Data Analytics services, the Data Analytics Supplement also applies to your Order for and use of our Data Analytics services.
