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# Service Level Agreement

## Epicor SaaS Services and Hosting Services

(Updated July 24, 2024)

### Overview

This Service Level Agreement (SLA) applies to Products designated as Software as a Service (SaaS) or Data as a Service (DaaS) in an Order Form between Epicor and a Customer. SaaS and DaaS Services are collectively referred to as “SaaS Services” for purposes of this SLA. This SLA does not apply to non-production (e.g., test and trial) environments, or preview, pre-release, beta, or trial versions of the SaaS Services.

### Availability

Epicor will provide 99.7% Availability (Availability Target) with respect to SaaS Services during each calendar month of the Term of an applicable Order Form. “Availability” is measured as:

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

*Maximum Available Minutes* = The total number of minutes in a particular calendar month.

*Unplanned Downtime* = The number of minutes during a calendar month in which the Customer cannot log into or access a particular SaaS Service. Unplanned Downtime does not include any period of time the Customer cannot log into or access the particular SaaS Service during any scheduled maintenance period previously communicated by Epicor, as a result of any permitted suspension or termination of the applicable SaaS Service, or resulting from factors outside of Epicor’s direct control (including software, services, and other technology provided by the Customer or a third party).

### Credits

If Epicor does not meet the Availability Target in any calendar month and the Customer is negatively affected as a result, Epicor shall provide, as the Customer’s sole and exclusive remedy, a service credit as follows based on the monthly fee for the particular SaaS Service:

| SaaS Service Availability | < 99.7% - 99.5% | < 99.5% - 99.0% | < 99.0% |
|---------------------------|-----------------|-----------------|---------|
| Service Credit            | 10%             | 15%             | 25%     |

To receive a service credit, the Customer must request the credit by submitting a Service Plan Request Form in EpicCare within 30 days following the end of the calendar month in which the Customer believes the Availability Target was not met. Epicor will calculate the Availability based on Epicor’s system logs and records. Customers who are in breach of any contractual obligations to Epicor (including being past-due on any amounts owed) are ineligible to receive any service credits under this SLA.

### Updates

Epicor may update or amend this SLA at any time in its sole discretion. Customers may review the most current version of this SLA by visiting <https://www.epicor.com/company/customer-agreements.aspx>. Any changes that have a materially adverse effect on the Customer shall take effect at the next renewal of the applicable Order Form after 90 days’ notice from Epicor.