
Hosting and Managed Services Supplement to DocStar Software License Master Customer Agreement

(Updated August 9, 2019)

This Hosting and Managed Services Supplement (this “**Supplement**”) governs Customer’s acquisition and use of Managed Services ordered from DocStar, a division of Epicor Software Corporation (“**DocStar**”). This Supplement is subject to the DocStar Software License Master Customer Agreement (“**Master Terms**”). For purposes of this Supplement, “**Agreement**” means the Master Terms as amended and supplemented by this Supplement. Capitalized terms have the meanings given in the Master Terms unless otherwise defined herein.

1. Certain Definitions

- 1.1. “**Managed Services Term**” means the period specified in an Order, as such may be extended or earlier terminated in accordance with this Supplement.
- 1.2. “**Update**” has the meaning given in the Master Terms and for purposes of this Supplement, also includes any patch, workaround, improvement, correction, modification or derivative to an On-premises Application (as defined herein) furnished by DocStar hereunder.
- 1.3. “**Usage Restrictions**” means those obligations of Customer and restrictions on Customer’s and its Users’ use of the Managed Services, which are set forth in Section 2.4 of this Supplement.
- 1.4. “**Users**” means individuals authorized by Customer to use the Managed Services and to whom Customer has supplied a unique user identification and password for portions of the Managed Services that utilize authentication.

2. Managed Services

- 2.1. **Grant; Internal Use.** DocStar grants to Customer on behalf of it and its Affiliates a non-exclusive, non-transferable and worldwide right to use the Managed Services for the Managed Services Term. Customer may access use the Managed Services solely for its and its Affiliates’ internal data processing and data management needs. Customer may not (i) make the Managed Services available to anyone other than its authorized Users without DocStar’s prior written consent, which may be withheld in DocStar’s sole discretion, or (ii) sell, resell, rent or lease the Managed Services or the output thereof. DocStar and its Affiliates may perform certain aspects of the Managed 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.
- 2.2. **Authorized Users.** Customer may permit Users to use the Managed Services in accordance with the Agreement, subject to the volumes and any other 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 Managed Services and notify DocStar promptly of any such unauthorized access or use. Customer is responsible to ensure its Users comply with the Agreement.
- 2.3. **Customer Data Input.** Customer is responsible for entering Customer Data into the Managed Services (when applicable) 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 therein and from Customer’s or its Users’ use of the Managed Services in a manner inconsistent with the associated Documentation or the Agreement.
- 2.4. **Acceptable Use Policy.** Customer and its Users will use the Managed 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 Managed 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 Managed Services or impair anyone else’s use of them; (g) to reverse engineer, modify, decrypt, extract, disassemble, or decompile the Managed Services; (h) to build or support products or services competitive to DocStar; (i) to license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, or commercially exploit, or make available the Managed Services to any third party except as permitted by the Agreement; (j) in any application or situation where failure of the Managed 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 DocStar in writing, including via email or inclusion on website specified by DocStar.
- 2.5. **Suspension.** In addition to any other rights that DocStar may have, DocStar 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 Managed Services. DocStar will promptly notify Customer of any such suspension and will limit the suspension in time and scope as reasonably possible under the circumstances.
- 2.6. **Verification.** Customer will monitor its use of the Managed Services and report any use greater than the volumes subscribed. DocStar may monitor use to verify compliance with the Agreement. Customer agrees to promptly pay to DocStar the Managed Services fees applicable to excess use during the applicable usage period and Customer’s Managed Services fees payable for the duration of the Managed Services Term will be adjusted accordingly.
- 2.7. **On-premises Applications.** Certain applications furnished by DocStar as part of the Managed 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, DocStar 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 Managed Services Term solely in connection with its use of the Managed Services and in accordance with Section 2.1 of this Supplement.

2.8. **Updates; Software Support.** During the Managed Services Term, DocStar may make available to Customer Updates to (i) Software incidental to a Customer's Support subscription and/or (ii) On-premises Applications furnished hereunder. Customer is responsible for installing (or arranging for the installation of) Updates that are necessary to ensure compatibility and interoperability of the Software and/or On-premises Applications with the Managed Services. DocStar is not responsible for any error in or unavailability of the Managed Services resulting from Customer's failure to do so. Further, if the Managed Services include Software hosting, DocStar must maintain an active Support subscription during the Managed Services Term. DocStar reserves the right to migrate Customer to a non-multi-tenant environment if Customer fails to do so, and Customer will bear any additional fees and expenses applicable thereto, in addition to any other rights DocStar may have.

2.9. **Feedback.** Any ideas, feedback, suggestions, requests, questions, comments, results of Customer's testing and evaluation of the Managed Services ("**Feedback**") are the property of DocStar. Customer agrees to take all reasonable action directed by DocStar, and at DocStar's expense, to assign the Feedback and any intellectual property rights therein to DocStar.

2.10. **Analyses.** DocStar may compile statistical and other information related to the performance, operation and use of the Managed 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, DocStar will not incorporate any content, personal data or other confidential information that could identify Customer or any individual.

3. Fees and Payment; Suspension

3.1. **Fees; Excess Use.** Customer will pay the Managed Services fees specified in the Order or renewal invoice therefore in accordance with the terms thereof. Except as otherwise agreed in writing, Managed Services fees are payable annually in advance. Additional fees may apply if Customer transitions to a more frequent payment structure. Customer will also pay DocStar the Managed Services fees applicable to any excess use during the applicable usage period, and the Managed Services fees applicable to the remainder of the Managed Services Term will be adjusted accordingly.

3.2. **Suspension.** DocStar reserves the right to suspend the Managed Services if fees due DocStar, 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.

4. Managed Services Warranties; Availability

4.1. **Warranties.** DocStar warrants that during the then applicable Initial Managed Services Term or Renewal Managed Services Term (each as defined below) it (i) will perform the Managed Services in compliance with the associated Documentation in all material respects, (ii) will not materially decrease the overall security of the Managed Services, and (iii) will not materially decrease the overall features and functionality of the Managed Services except as contemplated in Section 4.4 of this Supplement. Customer's sole and exclusive remedy and DocStar's entire liability for breach of the aforementioned warranties will be (i) for DocStar to re-perform the deficient Managed Services at no additional cost, and (ii) if DocStar fails to re-perform the Managed Services in a non-deficient manner, Customer may terminate the deficient Managed Services; provided any such request for termination must be made in writing within 60 days following DocStar's failure to re-perform the Managed Services in a non-deficient manner.

4.2. **Availability.** DocStar also warrants that it will provide the Managed Services in accordance with the applicable service levels specified in a Service Level Agreement ("**SLA Supplement**") available at <https://www.docstar.com/company/customer-agreements> or such other website specified by DocStar. Customer's sole and exclusive remedy and DocStar's entire liability for breach of the warranty will be for DocStar to issue the services credits, if any, specified in the SLA Supplement.

4.3. **Exclusions.** The warranties set forth in Sections 4.1 and 4.2 of this Supplement will not apply (i) if the Managed Services are not used in accordance with the associated Documentation, the Agreement or applicable Product Notes, or (ii) the Managed Services are provided for no fee.

4.4. **Third-Party Applications.** Notwithstanding Section 4.1 of this Supplement, DocStar may discontinue Third-Party Applications supplied as part of the Managed Services upon no less than 180 days' prior written notice, in which case the Managed Services fees will be reduced accordingly. DocStar will use commercially reasonable efforts to assist Customer to obtain replacement services.

5. Additional Indemnification and Liability Limitation Terms

5.1. **Customer Claims.** Customer acknowledges that DocStar has no indemnification obligation to the extent a Customer Claim is based on Customer's use of a superseded On-premises Application version if a corrective Update has been made available to Customer for no additional license or subscription fees and Customer is given reasonable time to implement the Update.

5.2. **DocStar Claims.** In addition to Customer's obligations under the Master Terms, Customer will, at its own expense defend DocStar 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 DocStar Claim for purposes of the Agreement) results from Customer's use of the Managed Services not in accordance with the Usage Restrictions.

5.3. **Additional Limitations.** The parties agree that the exclusions and limitations specified in Section 12 of the Master Terms do not apply to Customer's breach of the Usage Restrictions.

6. Term and Termination

6.1. **Term.** The initial period applicable to the Managed Services is as stated in the Order therefore ("**Initial Managed Services Term**").

6.2. **Renewal.** Upon expiration of the Initial Managed Services Period, and each anniversary thereafter, the Managed Services Order will automatically renew for an additional one-year period (each, a “**Renewal Managed Services 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 applicable Initial Managed Services Term or Renewal Managed Services Term as the case may be. The Master Terms and Managed Services Supplement in effect at the time of renewal will govern the Managed Services for the duration of the Renewal Managed Services Term.

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

6.4. **Termination.** A party may terminate the Agreement and/or the Managed Services Order in accordance with the Master Terms. Customer may also terminate the Agreement and Managed Services Order as permitted under Section 4.1 of this Supplement upon written notice.

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

6.6. **Refund or Payment upon Termination.**

6.6.1. Customer is entitled to a pro-rata refund in the amount of any then prepaid Managed Services fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or Managed Services Order for cause (subject to such cause being established) pursuant to the Master Terms or as permitted under Section 4.1 of this Supplement, or (ii) DocStar terminates the Agreement or Managed Services Order as a result of its indemnification obligations under the Master Terms.

6.6.2. Customer will pay any unpaid Managed Services fees covering the duration of the Managed Services Term applicable to the Managed Services Order if DocStar terminates the Agreement or Managed Services Order because of Customer’s uncured breach or if Customer terminates the Agreement or Managed Services Order other than as permitted under the Agreement. Notwithstanding the foregoing, if the Managed Services commence on or about the date Customer first licensed the Software from DocStar, then the fees payable under this Section during the Initial Managed Services Term will not exceed 10% of the sum of (i) the license fees attributable to the Software, (ii) Support fees payable for the initial annual Support subscription period therefor, and (iii) any non-cancellable Managed Services fees (e.g., setup fees). The foregoing clause does not limit Customer’s obligation to pay any unpaid Managed Services fees applicable for the period preceding termination.

6.7. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1, 3.1, 5 and 6 of this Supplement will survive expiration or termination of the Agreement.
