

SUPPORT SERVICES – TERMS & CONDITIONS
(Updated Jan 1, 2022)

This document is incorporated by reference into and governed by the “Agreement” between Buyer and Consultant.

Consultant will perform application support in accordance with Consultant’s then current support policy. The following are the terms and conditions under which Consultant provides “standard” application software support (“**Support**”) for Software licensed or commissioned on a subscription basis as part of “Appendix 2 – Software License / Subscription Services Order Form” during the applicable Subscription Services Term:

1. Support Language: English.
2. Cloud Services - Consultant’s Cloud Services monitors and triages the hosting environment 24x7x365.
3. Support Centers. Consultant will provide telephone and e-mail support to Buyer to answer general Software product questions and to identify and diagnose Software issues during the applicable local business hours of the regional support center that services the Software subscribed by Buyer hereunder, Sunday through Thursday. Once Consultant determines a support call involves a Customization, the call will be redirected to an appropriate member of Consultant’s Custom Solution Group. Consultant may furnish remote access software to facilitate remote diagnostics. Premium and/or after-hours support is separately available for an additional charge at Consultant’s then standard rates. To receive Support, Buyer may be required to log requests via Consultant’s online support portal.
4. Web Portal. Consultant will provide Buyer unlimited access to its Support Self-service Web portal, where available.
5. Support Warranties. Consultant warrants that it will use commercially reasonable efforts to perform Support and to ensure that the Support furnished herein will be provided by qualified personnel in a professional and workman like manner.
6. Third Party Software Support. Consultant is not responsible to perform Support for certain Third-Party Software, if denoted as such in Appendix C of Statement of Work, in which case the maintenance and support services, if any, will be available from the third-party Consultant.
7. Support Included in Subscription Services Fees or Annual Maintenance Amounts as applicable. Payment of the Subscription Services Fees applicable to Software licensed on a subscription basis or Annual Maintenance entitles Buyer to the Support services described during the applicable Subscription Services or Annual Maintenance Term.
8. Software Updates for Cloud Deployed Software (Dedicated Tenant). Buyer is eligible to receive all Software Updates released during a Subscription Services Term. Installation of the same as generally denoted in the applicable SLA.
 - a. Consultant will install “hot fixes” and other non-critical Cloud Application Software Updates in accordance with its standard cadence. All other Software Updates (e.g., “upgrades”) will be applied in accordance with Epicor’s policies then in effect.
 - b. Consultant will notify Buyer reasonably in advance if it expects an upgrade to affect the standard configuration of a deployed application. Upgrades may also affect unique business components (e.g., BPMs, Reports, Customizations, etc.). Buyer is responsible to test each application upgrade prior to deployment. Buyer is also responsible for managing all unique business components. If Buyer needs assistance in mitigating the impact of any upgrade, the Consultant will provide services with terms governed under section 4 of the agreement.
9. Uptime Commitments /Availability for Cloud Deployed Software – Consultant commits to provide 99.5% availability of the Services (taken as a whole) during each calendar month of the term. “Availability” is computed as: **Maximum Available Minutes – Downtime Maximum Available Minutes** x 100
 - Downtime: Any period 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.
 - a. Service Credits: Buyer is eligible to receive a service credit if Availability during a calendar month falls below 99.5% and Buyer 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.
 - b. Credit Request: To receive a service credit, the Buyer must request the credit by emailing the Buyer Account Manager or other 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. Buyer 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 Buyer. Buyer may not unilaterally offset an invoice.
 - c. Limitations: This SLA and the Service Level do not apply to any Availability issues:
 - Due to factors outside our or our Consultant’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;

SUPPORT SERVICES – TERMS & CONDITIONS
(Updated Jan 1, 2022)

- 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

d. Other Exclusions:

- Buyer's Responsibilities. Buyer will at all times: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Buyer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify us promptly of any such unauthorized use; and (iii) comply with our reasonable and customary written instructions and with all applicable local, state, federal, and foreign laws in using the Service and, if using the cloud Service outside the United States, not use the Service in a manner that would violate any applicable law. You will not create Internet links to or from the Service, or frame or mirror any content forming part of the Service other than on your own intranets or otherwise for your own internal business purposes.
- Excluded Services. Any services outside the scope of this Specification. For instance, any services resulting from your failure to comply with your responsibilities or associated with Cloud applications not included on the sales order, and approved by Consultant, are out of scope. Out of scope services also include services requested or required in connection with a third-party solution or integration that wasn't provided by Consultant or is negatively impacting the overall stability or performance of the Epicor system. Additional services may be provided on hourly basis at our then applicable fees.

10. Support Services: relates to technical support provided by Consultant to Buyer as per support channels described. For avoidance of doubt, the same do not extend to Buyer's computer systems and devices, any software other than the Software subscribed as part of the agreement. Services relating to explaining to Users, or educating Users, on functionality of the Software are subject to provided allowances

a. Process & Capabilities - The Buyer will be made available the following capabilities by the Consultant

- Access to support center & Buyer center located in Dubai (Sunday to Thursday - 9am to 6pm)
- Consultant will interact with the Buyer to investigate appropriate actions in response to request for support from Buyer
- Where ascertained that further action is required, Consultant will assist Buyer through further investigation of the incident
- Whereas determined the incident to be a problem, Consultant will perform a preliminary diagnosis of the problem to understand which component of the relevant Epicor Product has failed, if applicable
- Whereas it is determined following diagnosis the problem is not associated with product failure, Consultant will advise the Buyer of follow on measures including but not limited to advising the Buyer to solicit expert consulting or subject matter expertise.
- Where an incident is recorded in responses to the request for support from Buyer, the Consultant shall identify and provide workarounds and solutions to enable resolution of the problem subject to such problems not associated with potential product defects that needs to be addressed to Epicor software corporation for onwards remedial measures
- While there is no limit for the number of times the Buyer may reach the Consultant requesting for support and the Consultant's obligations to log such requests and support through liaison with the principal where the request requires coordination with principal, the Buyer will be eligible for a maximum of 30 support requests each calendar month. This limitation applies to services relating to explaining to Users, or educating Users, on functionality of the Software.
- Where the problem is diagnosed to do with the Principal Software, the Consultant will assist in escalation of the problem to Epicor support when there is reasonable evidence that the problem could be attributable to a fault in the software
- Consultant will agree with the Buyer the Priority of each interaction with Consultant as a factor of impact and urgency expressed by the Buyer at each interaction, where such interaction is not repetitive for the same support request.
- Consultant will provision efforts for simulation of issues reported by the Buyer in the current service packs/release to Epicor support
- Consultant will advise the Buyer when new software fixes are available from the principal and the applicability of such fixes based on the support requests logged by the Consultant on behalf of the Buyer with the principal

SUPPORT SERVICES – TERMS & CONDITIONS
(Updated Jan 1, 2022)

- Consultant will provide competent and trained personnel on the software and general business practices to adequately support the Buyer in the use of the software. Such personnel fluent in English as a written and spoken language of business communication Consultant's appointed support personnel undertake to log all calls on a suitable call logging system. The Consultant may at his sole discretion decide to make changes or improvements or undertake modifications and duly notify the Buyer of such changes
 - Consultant will enable access to the Buyer to train infrastructure that the Consultant might introduce to enable instructor or self-led training. Such training fees is not included in the subscription fees agreed in the "Agreement" or its appendices
 - Consultant will ensure adherence to service levels, resolution targets to the Buyer as subscribed by the Buyer
 - While the Consultant will endeavor to offer workarounds and escalate with the principal for defects in software, resolution of defects identified in customizations, where applicable, as warranty is not included
- b. Accessibility: Consultant reachable by telephone, email (Epicor.support@rheincs.com) or online through our support portal www.erpsupport.rheincs.com
- c. Issue Management: Consultant logs any issue raised by the Buyer directly in support portal. Consultant's call logging database is enabled to share call details through multiple support groups and personnel
- d. Diagnostics Assistance: Where a software bug is the suspected cause of an issue, Consultant will provide guidance to your teams in diagnosis and verification
- e. Incident Management:
- a. Call Logging: Calls will be attended to by RIC Support Desk person. The details pertinent to the call logging procedure including service hours, email/landline number, information to be shared as part of the call logging procedure will be shared at the time of commencement of engagement
 - b. Call Assignment: Upon call logging, Support Desk will acknowledge the call by assigning and sharing the ticket number
 - c. Call Assessment: Support Desk Manager studies and assesses the call to qualify and the call is assigned to the appropriate Support Consultant
 - a. Call Resolution: Depending on the call type, Consultant resolves the call either remotely or by interacting with the application owner, user etc. and confirms this to the Support Desk Manager
 - b. Call Closure: Upon receipt of confirmation from the Consultant, the Support Desk Manager calls up the user/application owner to ascertain if the call has been resolved to their satisfaction. Upon confirmation or no response within 24 Hours, the ticket is flagged as closed, otherwise the call is reassigned to the Consultant
- f. Service Levels & Resolution Targets : Consultant undertakes to support the Buyer with best effort adherence to service levels and resolution targets described below. These indicate resolution target that Consultants will assure to the Buyer. Where breaches occur, Consultant undertakes to review such breaches and report to the Buyer periodically at intervals no greater than 31 days with causes for such breach and actions for such remediation where remediation measures are within reasonable limits of the Consultant. Response time of the Buyer and the principal, wherever applicable, are excluded in the hour's calculations

Interaction Description	Target Response	Assured Response
Acknowledgement & first interaction	2 Hours	4 Hours
Establish contact, preliminary investigation & Priority agreement	4 Hours	16 Hours

SUPPORT FOLLOW UP ACTION	PRIORITY			
	Critical	High	Medium	Low
Conclude Investigation to determine next course of action	2 Hours	4 Hours	8 hours	16 Hours
Where identified as incident, without problem or change diagnosis, advise subsequent steps for resolution	2 Hours	4 Hours	8 Hours	16 Hours
Where identified as problem, investigation and identification of response	4 Hours	8 Hours	16 Hours	24 Hours
Where problem with Principal software, reproduce issue and escalate	12 Hours	16 Hours	24 Hours	32 Hours
Where diagnosed as change, advise appropriate next step	4 Hours	8 Hours	16 Hours	24 Hours

Priority is measured as a product of impact and urgency and categorized as below

- Priority Score - Priority 1 - Score of 16; Priority 2 – Score of 12; Priority 3 – Score between 7 to 12; Priority 4 – Score up to 6
- Impact measures the interaction between the Buyer and the Consultant and categorizes the interaction into the following categories

SUPPORT SERVICES – TERMS & CONDITIONS
(Updated Jan 1, 2022)

EXTENSIVE - There is significant business service impact because multiple Buyers are affected. considerable human and technical resources are needed. Impact is scored as 4

SIGNIFICANT - There is clear service impact because at least one Buyer is affected or internal deadlines of the Buyer are affected. Impact is scored as 3

MODERATE - There is little impact on current services because no Buyers are affected because of the change. Impact is scored as 2

MINOR – Impact on business is very low. Impact is scored as 1

- Urgency measures the response time that is anticipated by the Buyer from the Consultant and categorized as below

CRITICAL – Action is immediately necessary to prevent severe business impact. Urgency is scored as 4

HIGH – Action is required as soon as possible due to potentially damaging business impact. Urgency is scored as 3

MEDIUM – Action will remediate inefficiencies and repair missing or needed capabilities. Urgency is scored as 2.

LOW – Action will lead to improvements.