

Technology Coast Partners, LLC Master Service Agreement

Professional Services Supplement (Updated July 25, 2025)

This Professional Services Supplement (this “**Supplement**”) governs Customer’s acquisition of Professional Services (defined below) from Technology Coast Partners LLC or its Affiliate specified a Statement of Work therefore (“**Technology Coast Partners, LLC**”). This Supplement is subject to the Technology Coast Partners LLC Master Customer Agreement Master Terms and Conditions (“**Master Terms**”) in effect at the time Customer procures Professional Services. 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 Software or SaaS Services performed by Technology Coast Partners, LLC.
- 1.2. “**Modification**” means a modification, alteration, addition, derivative work, derivation, enhancement and/or improvement of any kind to or of or from or based on or related to the Software or SaaS Services, and/or any part thereof, in any form or format. For the avoidance of doubt, configuration of the base Software or SaaS Services is not a Modification.
- 1.3. “**Professional Services**” means the implementation, installation, configuration, training and similar professional services Technology Coast Partners, LLC provides to Customer.
- 1.4. “**Professional Services Warranty Period**” means the 90-day period following the date the Professional Services are delivered to Customer.
- 1.5. “**SaaS Services**” means, collectively, Technology Coast Partners, LLC’s online business application suite or portions thereof offered on a Software as a Service (SaaS) basis as specified in an Order.
- 1.6. “**Software**” means the specific application software product, module and/or users licensed by Customer as specified in an Order.

2. Professional Services

- 2.1. **Scope.** Technology Coast Partners, LLC will perform Professional Services for Customer as specified in an Order therefore.
- 2.2. **Changes in Scope.** Any changes to the scope contemplated in an Order must be made by a written change order or amendment to the Order signed by an authorized representative of each party.
- 2.3. **Services Fees and Expenses.** Except as otherwise set forth in an Order therefore, Technology Coast Partners, LLC provides and invoices for Professional Services on a time and materials basis periodically as work is performed with payment due under the terms described therein. Technology Coast Partners, LLC reserves the right to withhold Professional Services while any Professional Services fees remain overdue, except for fees that are the subject of a bona fide dispute communicated to Technology Coast Partners LLC in writing. Customer will reimburse Technology Coast Partners, LLC for reasonable out-of-pocket expenses incurred by Technology Coast Partners, LLC to perform the Professional Services except as set forth in an Order.
- 2.4. **Hours of Service.** Technology Coast Partners, LLC will perform Professional Services during Customer's normal local business hours, Monday through Friday, excluding regional holidays, or as otherwise set forth in Order.
- 2.5. **Professional Services Warranties**
 - 2.5.1. Technology Coast Partners, LLC represents and warrants the Professional Services will be provided by qualified personnel with reasonable skill and care in accordance with generally accepted industry standards and in accordance with the applicable Order.
 - 2.5.2. Provided Customer notifies Technology Coast Partners, LLC in writing within the Professional Services Warranty Period and Technology Coast Partners, LLC validates the nonconformity, Customer's sole and exclusive remedy for breach of the warranties described herein will be for Technology Coast Partners, LLC to re-perform the defective Professional Services in a reasonably timely manner at no additional cost to Customer.
- 2.6. **Customer Responsibilities.** Customer will provide Technology Coast Partners, LLC with reasonable access to requested resources such as: (i) Customer's personnel, facilities, equipment, hardware, software, network and information for Professional Services performed onsite, and (ii) timely decision-making, notification of relevant issues or information and the granting of approval or permissions as reasonably necessary for Technology Coast Partners, LLC to perform the Professional Services whether or not onsite.
- 2.7. **Customizations.** If the Professional Services include the supply of one or more Customizations, then the additional terms and conditions specified in the Customization Supplement then in effect, available at <https://www.epicor.com/company/customer-agreements/> or such other website specified by Technology Coast Partners, LLC, will also apply. For the avoidance of doubt, Customizations are Deliverables for purposes of

the Master Terms.

3. Term and Termination

- 3.1. **Term.** This Supplement commences on the date the Order referencing this Supplement is signed by Technology Coast Partners, LLC and continues until the Professional Services are completed.
- 3.2. **Termination.** The parties may terminate the Agreement or this Supplement in accordance with the Master Terms.
- 3.3. **Effect of Termination.** Customer will pay Technology Coast Partners, LLC all fees and expenses incurred for Technology Coast Partners, LLC's delivery of the Professional Services through the effective date of termination.
- 3.4. **Surviving Provisions.** In addition to those Sections that survive under the Master Terms, Sections 1 and 2.7 and 3 of this Supplement will survive expiration or termination of the Agreement.