CUSTOMER CARE PROGRAM TERMS AND CONDITIONS - CANADA

1. DEFINITIONS.

1.1. "**Anniversary Date**" means that date that is the calendar date one year after the Commencement Date and each calendar date one year thereafter.

1.2. "**Commencement Date**" means either: (i) the earliest date a valid Pre-Permanent or Permanent License Key for the Software is provided by Cre8tive to Customer; or (ii) where applicable, a date that is specifically defined in a contract governing an engagement between Cre8tive and Customer.

1.3. "**Developed Software Services**" means services related to updating and maintaining Developed Software.

1.4. "**License Agreement**" means an End User License Agreement for software which the Customer has purchased.

1.5. "**Modification Update**" means an intermediate revision and release of the Software with a change in the version number to the far right of the decimal, i.e. 7.1.3 to 7.1.4 and includes emergency patch releases.

1.6. "**Modification Upgrade**" means an upgrade of the Software with a change in the version number to the immediate right of the decimal, i.e. 7.4 to 7.5.

1.7. "**Order**" means Cre8tive's Work Authorization, Change Order or Addendum.

1.8. "**Software**" means the specific application software products or modules licensed by Epicor to Customer and/or furnished as part of Subscription Services as set forth in an Order.

1.9. "**Software Upgrade**" means a major upgrade of the Software with a change in the version number to the left of the decimal, i.e. 7.0 to 8.0.

1.10. "**Solutions**" means Cre8tive developed software solutions such as the Cre8tive A&D Solution placed in the Epicor Multi-Tenant Cloud offering.

1.11. "**Statement of Work**" or "**SoW**" means Cre8tive's standard form for ordering Products and Services and to which these Customer Care Program Terms and Conditions-Canada and the General Terms and Conditions-Canada apply.

1.12. "**Support**" and "**Support Contract**" means the maintenance and support services Cre8tive provides for the Software licensed hereunder, and, or furnished as part of the Subscription Services as described in a Customer Care Program' SoW, Change Order, or Amendment

2. TERMS AND CONDITIONS APPLICABLE TO THE CUSTOMER CARE PROGRAM.

The General Terms and Conditions-Canada, and these Customer Care Program Terms and Conditions-Canada will govern the rights and obligations of Cre8tive and Customer in relation to the Customer Care Program described in any related Statement(s) of Work, Work Authorization, Change Order or Amendment(s) (referred to herein collectively as "SoW"). The SoW sets forth the Services to which you are entitled. Your right to receive the Services offered under the Customer Care Program you subscribed to is conditioned upon your acceptance of the General Terms and Conditions-Canada and specifically the following Terms and Conditions, and you are agreeing to be bound by them.

3. SUBSCRIPTION TO CUSTOMER CARE PROGRAM.

Except as otherwise agreed, as part of each Developed Software Services engagement, you will be subscribed to the standard Customer Care Program ("Program"). The Program shall commence upon the date of delivery of such Developed Software in consideration for the fees listed on the SoW or Program invoice.

4. FEES.

4.1 Fees for the Program will be billed monthly in advance. Cre8tive will invoice Customers thirty (30) days in advance and all payments are due fifteen (15) days following the date of the invoice. Payments not received by the due date shall render the Customer's account delinquent and result in suspension of the Program.

4.2 Cre8tive will not provide Support during any time-period for which the Customer's account is delinquent ("Lapsed Coverage"). A Lapsed Coverage Fee may be charged to reinstate the Program.

4.3   Support services requested by Customer during a period of Lapsed Coverage will be billed by Cre8tive at the standard Cre8tive time and materials rates in force at the time of the request.

5. SUPPORT. MODIFICATION UPDATES.

As a part of the Program, Cre8tive will perform an annual Modification Update to the Developed Software, during each annual Program period. Each Modification Update will reconcile all Software emergency patch releases (EPRs) and service packs released by the software vendor prior to your election to update the Developed Software. It is your responsibility to contact Cre8tive during the Program period to obtain this service. If requested, Cre8tive agrees to assist you in installation of the Modification Update for an additional charge (on a time and materials basis). Cre8tive will also provide additional product orientation, education, and training necessary to implement the Modification Update for an additional charge (on a time and materials basis). To accommodate a Modification Update, you agree at your cost to also update or upgrade, if required, to the latest approved releases of all applicable third-party software. Cre8tive's "Standard" Program does not include the right to receive Modification Upgrades.

6. PREMIUM PROGRAM AND MODIFICATION UPGRADES.

If you've subscribed to Cre8tive's "Premium" Program as indicated on the SoW and/or Program renewal invoice, in addition to the services offered under the Standard Program, Cre8tive will also perform two Modification Upgrades to the Developed Software during each 2-year period that you are subscribed to the "Premium" Program. Each Modification Upgrade will reconcile any new Modification Updates. It is your responsibility to contact Cre8tive during the applicable Program period to obtain this service. If requested, Cre8tive agrees to assist you to install the Modification Upgrade for an additional charge (on a time and materials basis). To accommodate a Modification Upgrade, you agree at your cost to also update or upgrade, if required, to the latest approved releases of all applicable third-party software. Cre8tive's Premium Program does not include the right to receive Software Upgrades to reconcile major new Software version releases, which are typically indicated by a change in the numeric identifier to the immediate left of the decimal (i.e., version 9.x to version 10.x).

7. PROGRAM TERM, AUTOMATIC RENEWAL AND CPI INCREASE.

7.1.   Program Term. The Program term will commence on the date of delivery of the Developed Software and shall continue until terminated by either You or Cre8tive.

7.2.   Program Billing. Cre8tive will invoice monthly fees in advance. All invoices are due 30 days following the date of invoice, unless otherwise provided in the SoW and/or Program invoice. Failure to pay an invoice when due will result in an interruption to coverage and a lapsed coverage fee.

7.3.   CPI Increase. The Program fee for the calendar year following the Commencement Date, is equal to the initial Program fee, cumulatively increased by the rate of increase in the United States regional Consumer Price Index (All Items) for the preceding 12 calendar months.

8. TERMINATION.

You may terminate your subscription to the Program with thirty (30) days written notice to Cre8tive. Cre8tive may terminate the Program with ninety (90) days written notice to You, except for Customer's failure to pay an invoice when due, in which event Cre8tive may elect to either immediately suspend or terminate Customer's subscription.

9. ADDITIONAL DEVELOPED SOFTWARE.

Additional Developed Software requires an additional fee to be included in the Customer Care Program.

10. EXCEPTIONS TO STANDARD PROGRAM MODIFICATION UPDATES.

Cre8tive only provides Modification Updates as described in Section 11 below.

11. EXCEPTIONS TO PREMIUM PROGRAM MODIFICATION UPDATES AND UPGRADES.

Cre8tive only provides Modification Updates and Modification Upgrades for Developed Software that is integrated to a current or immediately prior release of software vendor's base Software products. Cre8tive may discontinue Modification Updates and Modification Upgrades for Developed Software that has not been updated to maintain compatible integration with either the current or immediately prior release of the integrated Software 90 days after the commercial release of a new Software version. For example, if version 7.3 is the current Software release, Cre8tive will provide Modification Updates for Developed Software that is integrated to perform with versions 7.3 or 7.2 and may cease supporting Developed Software that is only integrated with version 7.1 ninety 90 days after the release of version 7.3.