

By subscribing to the OdooGeek Online Odoo service which is based on Odoo Community Edition (the "Software"), you (the "Customer") are agreeing to be bound by the following terms and conditions (the "Agreement").

## 1. Term of subscription

The duration of the Subscription (the "Term") shall be originally twelve months and after this period it will be renewed for twelve months, beginning on the 1st of the month. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 90 days before the end of the Term by email to the other party.

## 2. Definitions

### Bug

Is considered a Bug any failure of the Software that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of OdooGeek.

## 3. Access to code

For the duration of the Subscription, OdooGeek does not give access to code to the Customer. The code remains property of OdooGeek, unless customer paid for implementation of code in addition to the subscription.

## 4. Service Level

### 4.1 Support Service

#### Support Scope

For the duration of the Subscription, OdooGeek offers support service, with an unlimited number of tickets for bugs and limited number of tickets regarding functional questions: how to use and configure Odoo Community. This support service does not include support to customize Odoo, develop new modules, or perform specific actions on your database on your behalf. (e.g. recording data, or configuring the system for you). Those services can be offered within the subscription service, when OdooGeek has available resources and chooses to do so or extra through separate invoicing of the Customer.

#### Support Service

Support issues should be submitted by email. In case of emergency, you can call our support team directly for a real time answer. Ask for portal access to track your tickets.

### 4.2 Service Availability

Customer databases are hosted in HETZNER data center. Each customer instance is replicated on a hot-standby system located in the same data center, waiting ready to be loaded with a fresh backup. We work exclusively with HETZNER who always deliver at least 99.9% uptime guarantee. These metrics refer to the availability of the platform itself for all customers. Individual databases may be temporarily unavailable for specific reasons, typically related to the customer's actions, customizations or upgrades. Data centers we select are Tier-III certified or equivalent, with N+1 redundancy for power, network and cooling.

#### 4.3 Backups & Recovery

Every database has 2 dump backups and 1 full backup per day for up to 1 week. Every backup is replicated on at least 2 different machines, one of which is located on our offices on encrypted drives. Users can request manual backups of their live data at any time and backup copy.

#### 4.4 Security

##### Database Security

Customer data is stored in a dedicated database - no sharing of data between clients. Data access control rules implement complete isolation between customer databases running on the same cluster, no access is possible from one database to another. Password Security Customer passwords are protected with industry-standard encryption. OdooGeek personnel does not have access to passwords, and cannot retrieve it for you, the only option if you lose it is to reset it Login credentials are always transmitted securely over HTTPS.

##### System Security

All web connections to client instances are protected with SSL encryption. SSL certificates are free and the Customer can choose to upgrade to a paid one. Our servers are kept under watch on a 24hour basis by the DataDog service and Customers websites by Uptime Robot Service, we always keep servers patched against the latest SSL vulnerabilities. All OdooGeek online servers are running Linux distributions on encrypted hard drives with up-to-date security patches. Installations are ad-hoc and minimal to limit the number of services that could contain vulnerabilities (no PHP/MySQL stack for example) Only one trusted OdooGeek engineer has access to remotely manage the servers - and access is only possible using SSH key pairs or password authentication. We run BitNinja.io Artificial Intelligence Software Firewall on all our servers, even backup servers, as well as intrusion counter-measures to help prevent unauthorized access. Distributed Denial of Service (DDoS) mitigation is implemented in all our servers.

##### Staff Access

OdooGeek personnel may sign into your database to access settings related to your support issue. For this they use their own special staff credentials, not your password (which they have no way to know). This special staff access improves efficiency and security: they can immediately reproduce the problem you are seeing, you never need to share your password, and we can audit and control staff actions separately! Our Helpdesk staff strives to respect your privacy as much as possible, and only access files and settings needed to diagnose and resolve your issue.

## Physical Security

The OdooGeek servers are hosted in different data centers in Europe, that must all satisfy with our minimum physical security criterions: - Physical access to the data center area where OdooGeek servers are located is restricted to data center technicians only - Security cameras are monitoring the data center locations.

## Credit Cards Safety

When you sign up for a paid OdooGeek Online subscription, we store your credit card information. Your credit card information is only transmitted securely between you and our PCI-Compliant payment acquirers: Viva Wallet and Paypal (even for recurring subscriptions)

## 5 Charges and Fees

### 5.1 Standard charges

The standard charges for the OdooGeek Customer subscription, the Bug Fixing Service, Security Advisories Service and the Upgrade Service are based on the number and type of resources and applications used by the Customer. Custom modules developed under the term of the subscription remain work product of OdooGeek.

### 5.2 Charges for custom features or third-party modules

Customer may ask for custom developments under his guidelines and provisions as well as deadlines. These shall be charged by OdooGeek to the Customer on top of the regular subscription fee. The additional charge for the Upgrade, Support and Bugfix Service for custom modules developed by OdooGeek is a one-time fee depending on the number of hours done to develop these custom features. Per hour of development shall be charged a base price of 45 EUR or more depending on the complexity and expertise needed. The customer will be quoted in order OdooGeek to acquire approval before execution.

### 5.3 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with purchases made by the Customer

under this Agreement, except when Odoogeek is legally obliged to pay or collect Taxes for which the Customer is responsible.

## 6 Conditions of Services

### 6.1 Customer Obligations

The Customer agrees to:

- pay Odoogeek any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified in the corresponding invoice ;
- appoint 1 dedicated Customer contact person for the entire duration of the Subscription;

### 6.2 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other party who is involved in performing or using the Services under these terms, for the duration of the Subscription and for a period of 12 months from the date of termination or expiration of the Subscription. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 50.000,00 (fifty thousand euros).

### 6.3 Publicity

Except where notified otherwise in writing, each party grants the other a non-transferable, non-exclusive, royalty free, worldwide license to reproduce and display the other party's name, logos and trademarks, solely for the purpose of referring to the other party as a customer or supplier, on websites, press releases and other marketing materials.

### 6.4 Confidentiality

Definition of "Confidential Information":

All information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential. For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior

notice of the compelled disclosure, to the extent permitted by law.

## 6.5 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, these terms, the subscription may be terminated immediately by the non-breaching Party. Further, OdooGeek may refuse access to database or terminate the Subscription immediately in the event the Customer fails to pay the applicable fees for the Services within five (5) days of the due date specified on the corresponding invoice. In the case of 90 day notification of termination by the Customer, in which case he wishes to acquire work product of OdooGeek that was developed under the term of the subscription service, OdooGeek is not obligated to comply but will quote the customer for an exit fee. The exit fee shall not be negotiated between the parties and the price shall be calculated based on hours spent on a base price of 45 EUR / per hour or more depending on the complexity and expertise needed.

Surviving Provisions:

The sections "6.4 Confidentiality", "7.2 Disclaimers", "7.3 Limitation of Liability", and "8 General Provisions" will survive any termination or expiration of this Agreement.

## 7 Warranties, Disclaimers, Liability

### 7.1 Warranties

For the duration of the Subscription, OdooGeek commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and the Software is installed in a suitable operating environment;
- the Customer provides adequate troubleshooting information and access so that OdooGeek can identify, reproduce and address problems;
- all amounts due to OdooGeek have been paid.

### 7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties. OdooGeek does not warrant that the Software complies with any local or international law or regulations.

### 7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid for subscription service by the Customer under this Agreement

during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation. In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort (including strict negligence) or any other legal or equitable theory, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

#### 7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay is caused by governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

### 8 General Provisions

#### 8.1 Governing Law

Both parties agree that the laws of Greece will apply, should any dispute arise out of or in connection with this Agreement, without regard to choice or conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereinabove, both parties agree to submit to the sole jurisdiction of the Thessaloniki, Greece court for the purpose of litigating all disputes.

#### 8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

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