

EEZEE-IT GENERAL TERMS AND CONDITIONS

SECTION 1: GENERAL PROVISIONS

1. DEFINITIONS

The terms and expressions beginning with a capital letter and listed below have the following meanings:

Client: The Company's contractor, recipient of the Services, which is a company within the meaning of Article I.1, 1° of the Code of Economic Law.

Change Request: refers to any request made by the Client to modify, supplement or extend the scope of the agreed services, whether in terms of functional content, technical specifications, planning, resources or any other element of the project and Services.

Order: the acceptance of an Offer of the Company by the Client, without reservation, either by online validation, email, or by returning a signed copy of the Offer, or also by making the payment of an invoice associated with the Offer.

Contract: contract concluded between the Company and the Client following an Order, all subject to these general terms and conditions and, where applicable, to any special conditions that may supplement these general terms and conditions.

Error, Anomaly or Bug: refers to any reproducible malfunction in a development or configuration carried out by the Company, resulting in a substantial non-compliance with the specifications written and validated in the Offer or in the contractual documents signed between the parties. In Odoo software, a 'bug' is characterised by an alert message called a 'traceback' (detailed error message) that interrupts the flow. The following are not considered Errors or Anomalies: requests for changes, adaptations or additions of features not provided for in the initial specifications; differences in use or ergonomics compared to the Client's implicit expectations when they are not expressly described in the specifications; problems resulting from misuse, insufficient training, intervention or modification by the Client or a third party, as well as malfunctions caused by the technical environment, in particular hardware, network, third-party software or interoperability with external systems not validated by the Company.

Confidential Information: any information provided or submitted by one Party (the 'Disclosing Party') or its affiliated entities or agents to the other Party (the 'Receiving Party') in connection with the Contract, which is:

(a) in written or tangible form: marked as 'confidential' or similarly marked by the Disclosing Party prior to disclosure to the Receiving Party; or

(b) in verbal form: identified as confidential at the time of disclosure and summarised in writing as such by the Disclosing Party to the recipient within thirty (30) days of such disclosure.

In particular, even in the absence of specific mention, all commercial, technical, financial or strategic information relating to the Disclosing Party, including, without this list being exhaustive, price lists, pricing conditions, billing methods, customer or supplier data, development plans, software configurations, source codes, processes, and any information of economic or competitive value to the Disclosing Party.

Key User: The Key User refers to an employee of the Client designated to act as the Company's main contact person in connection with the implementation, configuration or deployment of applications. The Key User has in-depth knowledge of the Client's internal business processes and is responsible for: (i) actively participating in analysis and functional design workshops; (ii) validating functional choices and application configuration; (iii) test and approve deliverables before they go into production; (iv) communicate with and train other end users within the Client's organisation. The Key User thus acts as an operational link between the Company and the Client's teams, ensuring that functional requirements are properly understood and consistent throughout the project.

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Offer: a non-binding proposal issued by the Company to the Client, describing the Services, duration, prices, billing addresses, tax exemption numbers (if applicable) and contract reference numbers.

Services: services as described in the Offer and detailed below, provided by the Company to the Client, on-site or remotely, within the framework of all Odoo applications, and as defined in these general terms and conditions and special conditions, where applicable.

Company: EEZEE-IT SA, with registered office at Avenue Edison 20, 1300 Wavre, registered with the Crossroads Bank for Enterprises under number 0826.282.028. TEL: +32 10 87 00 24 - E-MAIL: info@eezee-it.com

Party(ies): The Client and/or the Company.

2. SCOPE OF APPLICATION

2.1 These general terms and conditions govern the contractual relationships between the Company and its Clients on the occasion of the provision of Services to the Client.

2.2 The Services offered by the Company are intended exclusively for businesses within the meaning of Article I.1,1° of the Code of Economic Law, to the exclusion of consumers acting for private purposes.

2.3 A hyperlink to these general terms and conditions is inserted in each Offer. The conditions are also published on the Company's website: <https://eezee-it.com/terms>. The Client has the possibility to print and/or download these general terms and conditions by clicking on the link in question.

2.4 The Company reserves the right to modify these general terms and conditions at any time by notifying the Client and without the Client being able to claim any compensation. The general terms and conditions in force at the time of the Order are those that will continue to govern the Order. The new version of the general terms and conditions will apply to future Orders.

2.5 By placing the Order, these general terms and conditions are deemed known and accepted by the Client and prevail, where applicable, over any other contradictory document which has not been expressly and in writing accepted by the Company. In particular, the Client's general or specific purchasing terms appearing on a purchase order, correspondence, or any other document submitted by the Client to the Company, are in no case enforceable against the Company.

2.6 In the context of providing Services to the Client, the Company may, at the Client's request, supply computer equipment (hereinafter, the "Hardware"). It is expressly agreed that, for the provision of this Hardware, the Company acts as a mere intermediary. Consequently, the warranty applicable to the Hardware is limited exclusively to that granted by the manufacturer, without any additional warranty from the Company, except if mandatory law provides otherwise. The Company cannot be held liable for any defect, malfunction, or non-compliance of the Hardware.

3. OFFER AND ORDER

3.1 Offers prepared by the Company are based on the information and knowledge available on the date of their issuance, in particular concerning the Client's hardware and software infrastructure. They are issued under the assumption that the Client complies with the obligations set out in Section 4.

3.2 Unless otherwise stipulated in the Offer, any Offer is valid for a period of thirty (30) days from its date of issuance. No rights may arise from a simple Offer. The Offer constitutes an indivisible whole, and the price of the elements it contains cannot be taken into account for a partial order, unless the Offer explicitly provides for this option. Obvious printing, calculation, and/or typing errors do not bind the Company and cannot be invoked by the Client. The Offer will be considered accepted, and the Contract will enter into force upon receipt of an Order.

3.3 In the event of conflicting clauses between these general terms and conditions and the Offer, the Offer prevails.

3.4 Any Order is irrevocable in all respects for the Client. Any cancellation or reduction of an Order by the Client constitutes a breach of its contractual obligations.

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3.5 Unless otherwise provided in the Offer, any partial or total cancellation of an Order (prior to the commencement of the Services) must be expressly authorized by the Company.

In the event of cancellation of an Order (prior to the commencement of the Services), the Company shall be entitled to claim compensation equal to 50% of the Order price (VAT included), without prejudice to the Company's right to demonstrate greater damage.

For the remainder, reference is made to Section 15.4 of these general terms and conditions.

4. CLIENT OBLIGATIONS

4.1 In order to enable the Company to perform the Services in accordance with the agreed schedule as precisely as possible, the Client will do its best to provide all documents and information, complete and in a timely manner, required by the Company. The Client shall refrain from doing anything that may prevent the Company from fulfilling its obligations under these general terms and conditions.

4.2 Furthermore, the Client undertakes, in particular, to :

- a. designate the Key Users or an operational coordinator, who will be the Company's point(s) of contact. The Client may change the operational coordinator at any time, upon notification to the Company by email or phone;
- b. make available to the Company the means, including application software licenses, necessary for the execution of the Contract;
- c. open the necessary access to the Company's personnel who must work on a Client site, during the contractually agreed working hours;
- d. take the necessary measures to inform its personnel of the effects of the Contract as well as the procedures and practices to follow;
- e. make payments corresponding to the Services provided by the Company within the contractual deadline and in accordance with the other provisions of the Contract;
- f. provide appropriate measures to ensure the protection of its computers and IT system.

5. COMPANY OBLIGATIONS

5.1 The Company shall perform all Services to the best of its knowledge and ability, and in accordance with what may reasonably be expected of a competent and experienced organisation operating in its field of activity. Unless expressly provided otherwise in the Offer, the Company expressly disclaims any representation or warranty regarding a particular result or the expected result of the Services under the Contract. Unless expressly provided otherwise in the Offer, the Company undertakes to use reasonable commercial efforts to perform the Services and its commitments shall never constitute obligations of result.

5.2 The Company offers various types of IT services, not all of which are automatically included in its provision. Only the Services expressly mentioned in the Offer are included in the scope of performance agreed between the Parties. The Services may thus include:

1. Consultancy Services consisting of support for the implementation of one or more Odoo applications. More specifically, these Services may cover process analysis, functional design, organization of workshops, configuration of standard Odoo applications, process training for key users, on-site support, configuration of standard Odoo templates (invoices, emails, etc.), hypercare (post-production support), and project management depending on the submitted Offer.
2. Additional Module Development Services: covering the creation of additional modules consisting of a source code folder, or a set of customizations requiring coding, in order to add functionalities.
3. Data Migration Services: consisting of consultancy and development services to support the Client in the migration of its data and the training of the Client in the use of the import tools available in Odoo

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4. Infrastructure Services: covering the management of the Client's Odoo application hosting. This includes the configuration of the different environments (development, quality, production, etc.) according to the Client's volumes, software updates, continuous monitoring, backup management, availability level, and data security management.
5. Maintenance Services: covering the Service Desk, Functional Support, and Bug Fixing.
6. Update Services: including updating Odoo to the version agreed between the Parties and security patches provided by Odoo. The update covers standard Odoo Enterprise applications and extra modules to new versions of Odoo applications within the existing functional scope. The update may include the following Services:
 - project management;
 - online testing and quality control services;
 - online training of Key Users on existing workflows.
7. Audit Services: including the execution of audit missions aimed at providing recommendations on the use or configuration of the Odoo system, intended to optimize its use and configuration.
8. Certification Services: including the preparation and provision of an online certification customized to the Client's Odoo system.
9. Training Services: including the organisation and preparation of online or on-site training sessions and/or the drafting of documentation for the Client.

The Offer defines in a limiting manner the services that will actually be provided by the Company to the Client. Any service not expressly mentioned in the Offer is excluded from the contractual scope and may, if applicable, be subject to a separate Offer and additional invoicing.

5.3 If a modification of the Services is necessary following a change in circumstances, such as a modification of applicable standards or legislation, the Company will make the necessary adjustments if the quality of the Service requires it. If such an adjustment results in additional work or cost, it will be invoiced to the Client as an additional Service.

6. ACCEPTANCE

Unless expressly stipulated otherwise in sections 2 et seq., the Services provided shall be deemed to have been accepted by the Client in the absence of any written reservations or comments made within fifteen (15) days of their completion. Any absence of complaints within this period shall constitute unreserved acceptance of the said Services.

7. CHANGE REQUEST

7.1 Any additional service, modification, adaptation, or enhancement requested by the Client - or carried out with its explicit agreement - outside the initially defined scope (scope, backlog, or signed specifications) shall constitute a Change Request within the meaning of this Contract and shall be subject to additional invoicing. The Company is under no obligation to honor such a request and reserves the right to require the conclusion of a separate written agreement (purchase order, amendment, or approved proposal) prior to any execution.

7.2 The Client is aware that modifications, adjustments and additional work may result in a postponement of the terms and conditions of delivery and/or delivery dates. The new delivery times and/or dates indicated by the Company shall replace the previous delivery times and/or dates.

8. DELIVERY TIMES AND COMPLAINTS

8.1 The delivery times specified in the Offer or any other contractual document, where applicable, are provided for information purposes only and do not constitute an essential element of the Contract between the Parties.

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A delay in performance may not be invoked by the Client to request the termination of the Contract, claim damages or make any other complaint.

Any complaint concerning the Services must be notified by registered letter no later than eight (8) days after performance.

9. PERSONNEL

9.1 The Company declares that its personnel will be employed/engaged by the Company in compliance with all applicable laws and regulations, including labour law and social security regulations.

9.2 The Company reserves the right to modify the composition of the team assigned to provide the Services at any time if it deems such a modification necessary to ensure the adequate or optimal performance of the Services. However, any modification must be made in such a way as not to compromise the continuity or quality of the Services.

9.3 The Company's staff shall carry out their activities under the full responsibility, authority and supervision of the Company, which remains solely responsible for the management, supervision and organisation of its employees' work.

9.4 When the Services are provided on the Client's premises or using equipment provided by the Client, the Client guarantees that said premises and equipment comply with current safety standards and legal requirements.

10. PRICE

10.1 The Services will generally be provided on a 'time and materials' billing basis, i.e. according to the time actually spent by the Company's resources, at the hourly or daily rates agreed between the Parties in the financial appendix or in the applicable Offer. The rate is exclusive of taxes and any costs incurred on the date of invoicing and exclusive of delivery costs. Where applicable, and only when necessary and reasonable for the proper performance of the Services, additional costs (e.g. travel or accommodation) may be incurred by the Company, subject to the Client's prior consent. These will then be re-invoiced at cost, upon presentation of the corresponding supporting documents.

In certain cases, the Parties may agree (i) on a flat rate for the performance of Services, or (ii) on a predetermined number of hours to be performed in connection with said Services (i.e. 'prepaid time and materials'). Flat rates never include specific purchases of licences or Hardware required by the Client.

10.2 In the context of Services provided on a "time and materials" basis :

- when price estimates are provided, they are purely indicative and cannot constitute a fixed price;
- travel hours between the Company's headquarters and the Client's headquarters are considered billable service hours.

10.3 Any modification or additional work requested by the Client, even during the execution of the Services and without an additional Order, will be invoiced to the Client as an additional Service.

10.4 Unless otherwise stipulated in the Offer, the price revision is carried out on January 1st of each year, and the amounts payable are determined by applying the following formula :

$$P = P0 (0,2 + 0,8 * (S/S0))$$

P Price of the service

P0 Price of the service at the time the Contract comes into effect

S Consumer price index at the time of Contract revision

S0 Consumer price index at the time the Contract comes into effect

10.5 The Company may unilaterally adjust its prices if a significant change, not attributable to the Company, occurs in the sector's economic conditions, making the execution of the Contract excessively onerous, provided that the Client is given one (1) month's prior notice.

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11. INVOICING, PAYMENT AND DISPUTES

11.1 Unless otherwise stipulated in the Offer, invoicing is carried out on a “time and materials” basis. Services billed on a “time and materials” basis will be invoiced as the Services progress or upon delivery.

11.2 When explicitly provided for in the Offer, Services may also be invoiced on a fixed-price basis.

The specific terms (included hours volume, schedule, , invoicing modalities, etc.) are defined in the Offer. Any Service exceeding the scope defined in the Offer will be invoiced according to the “time and materials” model, unless otherwise agreed in writing by the Parties..

11.3 Unless otherwise stipulated, all invoices from the Company must be paid within thirty (30) days from their issuance.

11.4 In case of non-payment by the due date, the Company reserves the right to suspend the execution of its Services until all outstanding payments are received.

11.5 In case of non-payment by the due date, invoices will automatically, and without formal notice, bear interest at a rate of 10% per year or at the rate specified by the Law of 2 August 2002 on combating late payment in commercial transactions, whichever is higher. In addition, they will automatically, and without formal notice, be increased by a fixed compensation of 10%. This compensation will never be less than €40.00. Non-payment or late payment, in whole or in part, of an invoice will also automatically, and without formal notice, trigger the immediate payment of all other invoices due and payable.

11.6 Failure to dispute an invoice within fifteen (15) days presumes its acceptance. Any dispute must be sent by registered letter or by an equivalent electronic means guaranteeing the sending, receipt, and content of the message.

11.7 In case of a dispute between the Parties, whatever its origin, invoices that have not been disputed at the time of the initiation of the dispute must be paid. No set-off or withholding may be made by the Client between any damages potentially claimed from the Company and the payment of undisputed invoices.

12. LIABILITY

12.1 The Company undertakes to perform the Services as defined in the Offer, within the limits of its resources and in accordance with good practices. The Client undertakes to cooperate with the Company throughout the execution of the Services in order to facilitate and improve the quality of the Services, notably by providing in a timely manner the information, access, approvals, or resources necessary for the proper execution of the Services, in order to enhance their quality and efficiency.

12.2 Exclusion: The Company’s liability is strictly limited to direct, certain, and foreseeable damages resulting from its fraud or gross negligence.

The Company can never be held liable for indirect damages suffered by the Client, such as loss of profit, business interruption, loss of contracts, loss of data, loss of revenue or turnover, increased costs, caused by the execution of the Contract.

The Company cannot be held liable for non-performance of the Services caused directly or indirectly by information, data elements, or non-compliant use of software or deliverables by the Client, intervention by third parties, or in cases of “force majeure”.

12.3 Limitation of liability: The total liability of the Company towards the Client shall in no case exceed 50% of the average annual turnover invoiced to and paid by the Client over the last 12 months of Services. In the case of recurrence or incidents spread over time, only the first occurrence shall be taken into account for calculating the liability cap.

12.4 Liability for third-party supplies (other than Odoo): Without prejudice to the liability limitation mentioned above, when the Company provides Hardware, software, or services from third parties, its liability regarding any breach relating to such provision shall be limited to the liability it may assert towards said third party. In such a situation, the Company undertakes to best defend the interests of the Client.

12.5 Non-excludable liability: No provision of these general terms and conditions excludes the liability of the Company in the case of (a) death or bodily injury caused by the Company’s negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded under applicable law.

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12.6 **Liability of agents:** The Client acknowledges that the Company's employees, consultants, directors, and representatives shall only be liable on the basis of contractual liability arising from these general terms and conditions. Any claim based on tortious liability against the Company's employees, consultants, directors, and representatives is expressly excluded (except in cases of bodily injury or a wrongful act committed with the intent to cause harm).

13. ODOO LIABILITY

The Company shall only be liable for its own obligations in the performance of the Services. The Company can in no case be held liable for damages resulting from Odoo's failure to perform its own obligations.

In this regard, the Company refers to Odoo's general terms and conditions available at the following link, which are deemed accepted by the Client: <https://www.odoo.com/documentation/master/legal.html>.

14. INTELLECTUAL PROPERTY AND COPYRIGHT

14.1 **Pre-existing Rights.** Each Party shall retain all intellectual property rights that it held prior to the effective date of the Contract or that it develops independently of the Contract (the "**Pre-existing Rights**"). No rights are transferred or granted to the other Party in this regard, unless expressly stated otherwise.

14.2 **The Company's methods and know-how.** The Company retains the right to freely use, reuse, develop, modify, and exploit, without restriction, the knowledge, skills, methods, concepts, techniques, and know-how acquired or implemented during the performance of the Contract, including in the context of Services provided to other clients, subject to compliance with its confidentiality obligations.

14.3 **Specific Developments.** To the extent that the Services give rise to developments specifically created for the Client (the "**Specific Developments**"), the intellectual property rights pertaining thereto are transferred to the Client, subject to full payment of all amounts owed to the Company.

This transfer does not prevent the Company from: (i) reusing non-specific, generic, or reusable elements incorporated into such developments; nor (ii) exploiting its know-how, methods, and components in the context of other projects, provided that no confidential information specific to the Client is disclosed.

14.4 **Materials.** All intellectual property rights on training, testing and examination materials, as well as on other materials such as analyses, designs, documentation, reports, offers, including preparatory materials, developed or made available to the Client under the Contract, remain the exclusive property of the Company, its licensors, or Odoo. However, the Client is granted a non-exclusive, non-transferable, non-assignable right of use, which cannot be sublicensed except as otherwise stipulated in the Offer.

14.5 **Odoo.** Regarding the Odoo platform and its standard components, the Client acknowledges that usage rights, licensing conditions, and limitations are governed by Odoo S.A.'s General Terms and Conditions, available at: <https://www.odoo.com/documentation/master/legal/licenses.html>.

14.6 **License to the Client's Rights.** To the extent that the Company requires a license or sublicense on intellectual property rights belonging to the Client to perform the Services, the Client agrees to grant the Company a free license or sublicense, for the duration of this Contract, solely to allow it to use these intellectual property rights for the purpose of providing the Services. No transfer of copyright occurs from the Client to the Company.

14.7 **Delivery of the code for Specific Developments.** Subject to full payment of all invoices owed to the Company, the Company agrees to make the Specific Developments available to the Client, including, where applicable, the corresponding source code, in a reasonably usable format.

Until all amounts due have been paid in full, the Company reserves the right to:

- suspend the delivery of deliverables and/or the source code; and/or
- limit the Client's rights to use the Specific Developments.

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14.8 **Commercial reference.** The Company is authorized, unless expressly refused by the Client (notably by email), to use the Client's figurative mark, logo, and/or name in its external communications, as a reference, in order to present the Client as one of its partners, for a maximum period of 5 years from the completion of the Services.

15. DURATION AND TERMINATION

15.1 The Contract begins upon the Client's acceptance of the Offer and continues until the date mentioned in the Offer and/or until the Parties have fulfilled all their respective obligations under the Contract.

15.2 Without prejudice to any other right or remedy available, each Party may terminate the Contract for a valid reason - without any judicial procedure being required - if:

a) the other Party commits a material breach of any of its obligations under the Contract or (if the breach is remediable) fails to remedy such breach within 30 (thirty) days after receiving written notice thereof;

b) the other Party becomes or is declared insolvent or is subject to proceedings relating to its dissolution or insolvency.

15.3 Without prejudice to any other right or remedy available, the Company may terminate the Contract with immediate effect by sending written notice to the Client if the Client fails to pay any amount due under the Contract on the due date and remains in default for no less than 30 (thirty) days after written notice to make such payment.

15.4 Without prejudice to any contrary provision in the Offer and in the description of Services and project, and unless a Contract is concluded for a fixed term, the Client may terminate the Contract at any time after the commencement of the Services, subject to the following:

a. For project items billed on a time-and-materials basis: 3 months' notice.

b. For projects billed at a fixed price: payment of the full agreed price for the project, less any amounts already billed.

15.5 Without prejudice to any other right or remedy available to either Party, upon termination of the Contract, the Client shall pay the Company all outstanding and unpaid invoices, and with respect to Services already provided but not yet invoiced, the Company shall issue an invoice to the Client for payment.

15.6 Termination of the Contract by the Client before its term can never give rise to a refund of amounts already paid to the Company.

15.7 This clause, as well as sections 14 (Intellectual Property), 12 (Liability), 17 (Confidentiality), 18 (Non-Solicitation), 20 (Applicable Law and Jurisdiction) and the sections (or clauses) which, by their nature, are intended to survive, shall survive the termination or expiration of the Contract.

16. FORCE MAJEURE AND HARDSHIP

16.1 Force majeure refers to any event that (i) is beyond the control of either Party, (ii) was not foreseeable at the time the Contract was concluded, and (iii) makes it impossible for a Party to perform its obligations under the Contract.

The Party invoking force majeure must notify the other Party within 48 hours of the occurrence of the event or the time at which it becomes aware of it, providing all relevant information regarding its nature, its expected duration, and its impact on the performance of the Contract.

16.2 If, due to a case of "force majeure" (such as, in particular, a strike, lockout, embargo, war, terrorist attack or consequences of attacks, epidemic, etc.), the Company must suspend the performance of the Services, the performance of its obligations will be suspended for the period during which the Company is unable to perform the Services and until notification of the end of the "force majeure" event, it being understood that the Client may not claim any compensation from the Company. The Company shall make every effort to reduce the difficulties and/or damage caused.

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16.3 If the Company is forced to suspend the provision of Services due to “force majeure”, it shall not be required to refund any sums already paid for the Services.

16.4 If, due to such a “force majeure” event, the planned performance is delayed by more than 45 days, the Parties shall make every effort to renegotiate the subsequent performance of the Contract within ten (10) business days. In the absence of an agreement, each Party shall have the right to terminate the Contract by written notice to the other Party, without any compensation or indemnity of any kind being due.

16.5 If it is impossible for the Company to perform the Services in accordance with the Contract due to industrial action on the part of the Client, the Company may nevertheless continue to invoice for the Services, unless the Client has notified the Company within a reasonable time in advance that the Services are not to be performed for an uninterrupted period of at least one week and a maximum of two weeks.

16.6 In the event of an occurrence which (i) was not reasonably foreseeable, (ii) occurs after the conclusion of the Contract, (iii) is not attributable to the negligence of either Party, and (iv) substantially alters the contractual balance established by the Parties, the Parties shall negotiate in good faith and within a reasonable time to reach an equitable sharing of the costs incurred by this event. These negotiations may include, but are not limited to: (i) revising prices to compensate for additional costs or losses incurred; (ii) establishing an additional period of time for the performance of the affected obligations; (iii) modifying the quantities or Services agreed upon in the Contract; (iv) jointly seeking alternative solutions, such as using other suppliers or partners. In the absence of an agreement within a reasonable period of time, each Party may terminate the contractual relationship between them without any compensation or indemnity of any kind.

17. CONFIDENTIALITY

17.1 The Parties undertake to treat all Confidential Information confidentially. For this purpose, each Party shall disclose Confidential Information only to employees, suppliers, and/or relevant third parties (e.g., subcontractors) who need to know it and who are assigned to the performance of the Services covered by the Contract.

17.2 Each Party undertakes to ensure the strictest confidentiality by its employees, suppliers, and involved third parties with respect to all operations conducted under this Contract. To prevent any unauthorized use or disclosure of Confidential Information, each Party shall provide appropriate instructions and obtain signed confidentiality commitments (no less strict than these obligations) from the relevant employees. Each Party shall be responsible for any breach of confidentiality by its employees, suppliers, and involved third parties.

17.3 The term “Confidential Information” does not include information for which the Receiving Party can demonstrate that :

- i. it was already legitimately in its possession on a non-confidential basis at the time of disclosure by the Disclosing Party ;
- ii. it is or becomes generally accessible to the public after disclosure, other than as a result of a breach of these confidentiality obligations or any other confidentiality obligation ;
- iii. it was, is, or becomes accessible to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party’s knowledge, is not bound by any confidentiality obligation regarding such information;
- iv. it is developed by or for the Receiving Party without using any Confidential Information, provided that such independent development is confirmed by written evidence; or
- v. the Parties agree in writing that the information is not confidential.

17.4 The Receiving Party may disclose Confidential Information pursuant to a law, regulation, court order, or competent governmental authority, to the extent that the Receiving Party (a) limits disclosure to what is required by the order, and (b) provides prior written notice to the Disclosing Party (where such notice is not prohibited). If the Receiving Party is unable to notify the Disclosing Party before the Confidential Information is disclosed, it shall, to the extent permitted by law, inform the Disclosing Party of all circumstances of the disclosure and the information disclosed as soon as reasonably possible after such disclosure.

17.5 Upon written request from the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, and (ii) return all Confidential Information, including all copies, notes or extracts thereof, to the Disclosing Party within thirty (30) days of receiving the request. Notwithstanding the foregoing, the receiving Party shall be permitted to: (i) retain residual copies of the

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Confidential Information in its secure automated backup systems, provided that such copies are not accessible for routine use and are protected by the same confidentiality obligations as the rest of the Agreement; (ii) retain confidential information strictly necessary to comply with its legal obligations (including accounting, tax or regulatory requirements), or to preserve its rights in connection with potential or ongoing litigation, for the period strictly necessary.

17.6 Each Party shall retain all rights, title and interest it has in the Confidential Information originating from it. Disclosure of Confidential Information does not confer any licence or other rights on the Receiving Party.

17.7 The confidentiality obligations set forth in these general terms and conditions shall apply for as long as the Confidential Information is considered as such under these general terms and conditions and, in any event, for no less than five (5) years from the date of disclosure of the Confidential Information.

18. NON-SOLICITATION

During the term of the Contract and for twelve (12) months after its termination, the Client undertakes not to directly or indirectly recruit any person employed by the Company and/or any consultant or freelance service provider working on behalf of the Company, or who has had one of these statuses during the fifteen (15) months preceding the proposed recruitment, to perform an activity similar or related to that performed under the Contract. This clause applies throughout Belgium. In the event of non-compliance with this commitment, the Client shall be required to pay the Company minimum compensation set at a flat rate of fifteen thousand (€15,000) euros per person, without prejudice to the Company's right to claim additional damages, provided that it can prove that it has suffered damages in excess of fifteen thousand euros (€15,000).

19. GENERAL

19.1 Nullity

If any provision of these terms and conditions is declared null and void, this shall not affect the other provisions of these terms and conditions.

The invalidity of a clause shall be limited to that clause, it being understood, however, that a valid provision whose economic effect corresponds to or is as close as possible to the effect of the invalid or ineffective provision shall be substituted for it after negotiation in good faith between the Parties.

19.2 Absence of renunciation

Neither Party shall be deemed to have waived any right arising from the contractual relationship or from any fault or breach committed by the other Party, unless the first Party has expressly waived such right in writing.

19.3 Processing of Personal Data

The purpose of this Section is to inform the Client about how their data is collected and processed by the Company (the "Data Controller") in accordance with the Law of 30 July 2018 on the protection of privacy with regard to the processing of personal data and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC.

All personal data collected from the Client (personal identification data such as first name, last name, email address, place of residence, etc.; professional data such as company name, registered office, VAT number, phone number, professional email address, job title, position, name of representative, human resources data, etc.; financial identification data such as bank card number, credit card number, etc.) will be managed and used exclusively by the Company for the purpose of performing the Services. This data will not be disclosed to third parties or used for commercial purposes without the Client's prior express consent.

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The Data Controller will retain personal data only for as long as reasonably necessary for the purposes for which it is to be used and in accordance with legal and regulatory requirements.

For more information on how the Company processes personal data in its capacity as Data Controller, please refer to the Company's Privacy Policy at the following link: <https://eezee-it.com/privacy-policy>.

Upon written, dated, and signed request addressed to the Data Controller at the following address: Avenue Edison 20, 1300 Wavre, Belgium, or via the following email address: info@eezee-it.com, the Client, after proving their identity (by providing a copy of their identity card), has the right to access, restrict processing, rectify, delete, transfer, object to the processing, and request the erasure of their personal data. If any data is entrusted to the Company by the Client and the Company acts as a processor in this context, the Company refers to the applicable personal data processing agreement.

19.4 No exclusivity

Nothing in these terms and conditions shall be construed as limiting the Company's right to perform identical or similar services for third parties. The Client acknowledges that the Company has the right to accept similar assignments for other clients of the Company.

19.5 Entirety

The Contract and these general terms and conditions together constitute the entire agreement between the Parties with regard to the subject matter described. They supersede all other agreements, proposals, offers or declarations of intent previously issued by either Party.

It is understood between the Parties that the appendices to the Offer or to these general terms and conditions form an integral part of the agreement between the Parties.

19.6 Subcontracting

The Services provided by the Company may be subcontracted in whole or in part, which the Client accepts without reservation.

19.7 Use of artificial intelligence

Eezee-IT may use technologies and tools based on artificial intelligence ('AI') in the performance of its services, in particular to assist in data analysis, the automation of certain tasks or the optimisation of processes.

20. APPLICABLE LAW AND COMPETENT COURT

The contractual relationship between the Parties governed by these general terms and conditions shall be exclusively governed by Belgian law.

All disputes arising out of or in connection with this relationship, including questions regarding its existence, validity, or termination, shall be submitted exclusively to the Commercial Court of Walloon Brabant.

The foregoing is without prejudice to the Company's right to request provisional or protective measures in any competent jurisdiction.

SECTION 2: DEVELOPMENT OF ADDITIONAL MODULES

The provisions of this section "Development of Additional Modules" apply, in addition to the general provisions of these general terms and conditions, when the Company develops and/or designs additional modules to add functionalities to standard Odoo applications. Such services will only be performed if they are expressly included among the Services described in the Offer.

21. CONCEPTION

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21.1 The Parties shall agree in writing on the specifications of the additional modules and the manner in which the additional modules will be developed.

21.2 The Company shall develop the additional modules with due care and in accordance with the specifications or design explicitly agreed upon and, where applicable, with due regard for the organisation, methods, techniques and/or procedures of the project agreed upon in writing with the Client.

21.3 If no specific provision has been made in this regard, the Company shall commence the design and/or development activities within a reasonable period of time, to be determined by the Company, after the conclusion of the Contract.

21.4 If the Parties agree that, in addition to development activities, the Company also provides training, maintenance and/or support services and/or that the Company also requests a domain name, the Company may request the Client to enter into a separate written agreement. The Company shall invoice these services separately to the Client at the Company's applicable rates.

22. DELIVERY, INSTALLATION AND ACCEPTANCE

22.1 After the development of an additional module by the Company, the Client shall, if it deems it necessary, carry out User Acceptance Testing (UAT) within 10 (ten) days of delivery.

22.2 During the trial or UAT period, the Client is not authorised to use the software for production or operational purposes. The Client shall carry out the agreed acceptance test with qualified personnel, to an adequate extent and in sufficient detail.

22.3 The Client is obliged to check whether the delivered software meets the functional or technical specifications explicitly communicated in writing by the Company and, if and insofar as all or part of the software is customised software, whether it meets the functional or technical specifications explicitly agreed in writing.

22.4 If, during the UAT and no later than 10 days after delivery, it becomes clear that the software contains Errors, Anomalies or Bugs, the Client shall communicate the results of the test to the Company in writing, in a clear, detailed and comprehensible manner. The Company shall make every effort to correct the reported Errors, Anomalies or Bugs within a reasonable period of time. In this context, the Company shall be entitled to install temporary solutions, program workarounds or restrictions to avoid the problems.

22.5 In the absence of valid notification within the aforementioned period, the module or Service shall be deemed to have been accepted without reservation by the Client. Any production launch of the module, even partial or provisional, by the Client or at its request, shall constitute irrevocable and definitive acceptance of the module concerned.

22.6 The Client is not entitled to reject the software for reasons that are not related to the specifications expressly agreed in writing by the Parties, nor to reject the software because it contains minor Errors, i.e. Errors that do not prevent, within reasonable limits, the productive or operational use of the software. Acceptance may also not be refused on the basis of aspects of the software that can only be assessed subjectively, such as the aesthetic aspects of user interfaces.

22.7 If the software is delivered and tested in phases and/or in several parts, non-acceptance of a certain phase and/or a certain part shall not affect the acceptance of a previous phase and/or a different part.

22.8 Acceptance of the software in any of the ways referred to in this Section releases the Company from its obligations regarding the provision and delivery of the software and, if the installation of the software by the Company has also been agreed, from its obligations regarding installation.

23. REQUESTS FOR MODIFICATIONS

Unless otherwise provided by mandatory legal provisions, the Client is not authorised to modify all or part of the software without the Company's prior written consent. The Company is entitled to refuse its consent or to make it subject to certain conditions. The Client assumes full responsibility for all modifications made by it, with or without the Company's consent, or which have been made by third parties on its instructions.

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24. WARRANTIES

Unless expressly stated otherwise in the Offer, the Services provided by the Company (including the development of additional modules, consulting, migration, infrastructure, auditing or training) are provided without any express or implied warranty of performance, results, compatibility, suitability for a particular purpose or continuity.

The Company assumes no obligation to correct, update or maintain the Services delivered, unless the Client has subscribed to a specific subscription or maintenance contract, expressly mentioned in the Offer and subject to their specific terms and conditions and SLAs, and which thus form an integral part of the Services.

SECTION 3: MIGRATION OF CLIENT DATA

The provisions of this section 'Migration of Client Data' apply, in addition to the general provisions of these terms and conditions, when the Company provides consulting and development services to assist the Client in migrating their data to the Odoo environment.

25. CLIENT RESPONSIBILITY

The Client remains solely responsible for the quality, accuracy, completeness, and legality of the data provided to the Company for migration purposes. The Client warrants that the transmitted data is free from viruses, errors, or any elements that could interfere with the proper execution of the project.

The Client agrees to provide, in a timely manner, all necessary accesses, exports, formats, or information required for the migration.

26. COMPANY'S OBLIGATION OF BEST EFFORTS

The Company undertakes to carry out the migration operations, in accordance with the import methodology it has previously communicated to the Client and in accordance with industry best practices, using reasonable professional efforts to ensure the correct and functional migration of data to the target environment, based on the data and instructions provided by the Client. The Client acknowledges that the quality, completeness, and compliance of the migrated data depend directly on the source data it provides. As such, the Client is solely responsible for:

- the preparation, cleaning, structuring, and compliance of the source data prior to their import;
- their integration into the tool;
- the verification and formal validation of the accuracy, integrity, and compliance of the data after importation.

The migration constitutes an obligation of means, and the Company shall not be held liable for any loss, alteration, or corruption of data or non-compliance resulting in particular from:

- non-compliance, insufficiency, or error affecting the source data provided by the Client;
- the Client's failure to comply with the import methodology provided;
- an intervention or modification made by the Client or a third party;
- or an express or tacit validation of the data by the Client.

In the event of an anomaly attributable to the Company and duly demonstrated, the Company undertakes to implement the necessary corrective measures within a reasonable timeframe. The Company shall only be held liable in the event of proven fault and within the limits set forth in the Contract.

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Additional backups may be included in the Services provided that this is clearly stated in the Offer.

27. VALIDATION AND CONTROL

The Client must validate the migrated data within the agreed deadlines. In the absence of written feedback within eight (8) days after the data is made available, the data shall be deemed validated. Any subsequent correction or remediation may be subject to an additional quote.

28. ARCHIVING OR RETURN OF DATA

Unless expressly requested by the Client, the Company will not retain the migrated data after the completion of the migration operations. Upon the Client's written request, the data may be returned or destroyed, in accordance with the contractual provisions regarding confidentiality and data processing.

SECTION 4: INFRASTRUCTURE AND CLOUD

The provisions of this "Infrastructure" section apply, in addition to the general provisions of these general terms and conditions, when the Company provides hosting management services for the Client's Odoo applications.

29. SERVICES

The Company may provide the Client with the agreed hosting services, in accordance with the specific terms set out in the Offer.

These services may include, depending on the Offer:

- the configuration of various environments (development, test/quality, production, etc.) based on the needs and volumes specified in the Offer;
- the implementation and management of software updates;
- infrastructure monitoring;
- backup management;
- the establishment and monitoring of availability levels.

The Client also acknowledges and accepts the general terms and conditions of the hosting provider or cloud service provider, as described in the Offer.

Unless expressly agreed otherwise in writing, the Contract does not include the provision or availability of additional services such as advanced security, specific backups, emergency plans, or disaster recovery services.

30. CLIENT OBLIGATIONS

When the Client does not use its own hosting server and relies on the hosting service provided or made available by the Company, the Company is responsible for the management, including the control of settings, and use of the hosting service, as well as for the manner in which the results of the service are implemented. The Company is responsible for installing, organising, configuring and adjusting the software and auxiliary software, as well as, where applicable, modifying the hardware and user environment used and implementing the desired interoperability. The Company is not required to perform data conversion.

31. SUSPENSION

The Company may temporarily suspend all or part of the hosting service for preventive, corrective or adaptive maintenance purposes. The Company shall ensure that the duration of the service interruption is no longer than necessary and shall also ensure, as far as possible, that it takes place outside office hours and, depending on the circumstances, that it begins after consultation with the Client.

Unless due to technical constraints or security requirements, the Client will be notified of any suspension of the hosting service at least 48 hours in advance. No compensation will be due in the event of a suspension in accordance with this section. Any claim

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for compensation may only be considered in the event of a serious breach that is exclusively attributable to the Company, duly established, and within the limits of liability set forth in the Contract. The Company undertakes to implement all necessary security measures to protect the hosted data.

32. DOMAIN NAME

If, under the Contract, the Company provides Services to the Client in relation to a domain name, such as the request, renewal, assignment, or transfer of this name to a third party, the Client is required to comply with the rules and procedures of the relevant organization(s). Upon the Client's request, the Company will provide a written copy of these rules. The Company shall not be explicitly responsible for the accuracy or timeliness of the services, nor for achieving the results the Client wishes to obtain. All fees related to the request and/or registration are the responsibility of the Client, at the agreed rates or, if no rate has been agreed upon, at the Company's applicable rates. The Company does not guarantee that the domain name the Client wishes to use will actually be assigned to them.

SECTION 5: MAINTENANCE

The provisions of this "Maintenance" section apply, in addition to the general provisions of these terms and conditions, when the Client has subscribed to maintenance services in the Offer.

33. SERVICES

33.1 The Company provides, under the terms specified in the Offer, the following maintenance services:

- a. Service Desk ;
- b. Functional Support; and
- c. Bug Fixing.

33.2 When these Services are included in the Offer, the Client may submit a support request via the ticketing service provided (or by email, depending on the parties' choice).

33.3 Each support request shall include a description of the operational failure or incident observed, the start time of the incident, and any information necessary for the Company to handle it.

33.4 In order to enable the Company to provide maintenance Services, the Client agrees to :

- (a) promptly notify any failure or incident of which they are aware ;
- (b) provide all information, data, logs, documents, and technical access necessary for the analysis and resolution of the incident ;
- (c) authorize, if necessary, secure remote access to the Client's system, subject to compliance with security requirements previously notified in writing by the Company.

33.5 Except where the Company reasonably determines that on-site access is required to provide the relevant support service, all support services shall be provided off-site (remotely) from the Company's offices.

33.6 The Client acknowledges that, in order to properly assess and resolve support requests, it may be necessary to allow the Company direct access, on the Client's premises, to the Client's system, files, equipment, and personnel.

33.7 The Client shall provide such access promptly, provided that the Company complies with all reasonable security requirements of the Client and other policies and procedures relating to contractor entry and work on the Client's premises, notified to the Company in writing with reasonable advance notice.

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34. SERVICE DESK

The Service Desk (support provided by the Company to resolve incidents) can be accessed either by telephone or by email at support@eezee-it.com from Monday to Friday, 9:00 a.m. to 5:30 p.m. (Belgian time). The Service Desk includes online functional and technical support services and access to a ticketing service. Through their individual portal, the Client has a transparent view of all open tickets, their status and the actions taken.

The Client is required to specify their support requests as fully and in as much detail as possible so that the Company can respond appropriately.

Support also includes "release" management. The Client will have the opportunity to validate each new version before it goes live.

The Service Desk is only available to Client representatives who are trained in Odoo applications and designated as responsible for user support.

- P1. Urgent: Applied when the entire system is no longer available;
- P2. High priority: A critical function is no longer working;
- P3. Low priority: An issue that does not endanger the company's business performance or only affects non-essential functions of the software;
- P4. No urgency: A request that does not require priority handling;

The Company undertakes to respond to support requests within the framework of the Service Desk within the time limits indicated below, depending on their degree of priority:

| Priority | Response Time |
|----------|---------------|
| P1 | < 2 hours |
| P2 | < 4 hours |
| P3 | < 16 hours |
| P4 | < 24 hours |

The response time corresponds to the Company's obligation to provide an appropriate initial response to the notification of an incident. This response consists of taking charge of the request and communicating an action plan or the first steps to be taken to remedy the reported problem as soon as possible. It is expressly agreed that the response time does not constitute a commitment to resolve the issue, which depends on the nature, complexity and context of the incident. Hours are calculated on the basis of office hours, i.e. Monday to Friday from 9:00 to 17:30 (Belgian time).

If the Company does not provide a response within the response time applicable to the service level concerned, the Client shall be entitled to a service credit corresponding to the severity of the incident, as specified in the table below. This service credit shall only be granted upon written request from the Client, sent to the Company within 10 days of the incident occurring, and provided that the incident:

- does not result from (i) improper use, misuse or unauthorised modification of the software by the Client; (ii) use of the software by the Client in a manner inconsistent with the documents then in force; (iii) the Client's use of any hardware or software not supplied by the Company; or (iv) the use of a non-current version of the software;
- does not result from a cause beyond the Company's control; and
- has been the subject of a detailed and comprehensive request for assistance by telephone.

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| Severity level of the error | Service credit |
|-----------------------------|--|
| P1 | In the event of an SLA breach for a priority 1 incident, a service credit equivalent to a maximum of 8 hours of service will be granted as compensation per incident and a maximum of 20 hours of credit per year for this category. |
| P2 | In the event of an SLA breach for a priority 2 incident, a service credit equivalent to 4 hours of service will be granted as compensation, not to exceed a cumulative total of 12 hours of credit per year for this category. |
| P3 | In the event of an SLA breach for a priority 3 incident, a service credit equivalent to 2 hours of service will be granted as compensation, not to exceed a cumulative total of 6 hours of credit per year for this category. |
| P4 | In the event of an SLA breach for a priority 4 incident, a service credit equivalent to 1 hour of service will be granted as compensation, not to exceed a cumulative total of 3 hours of credit per year for this category. |

Service credits are granted as compensation for failure to meet service level agreements (SLAs). The Client expressly acknowledges that these service credits constitute the sole and exclusive remedy and recourse available to them in the event of a breach by the Company of its service level obligations, to the exclusion of any other indemnity, compensation or remedy, whether contractual, tortious or of any other nature.

They do not give rise to any financial reimbursement and cannot be exchanged or transferred. Credits must be used for equivalent services with no time limit.

Requests from Clients who have not subscribed to the SLA will be processed according to availability and at the usual rates.

35. FUNCTIONAL SUPPORT

Functional support includes the following services:

- a. Any questions regarding the existing system from Key Users;
- b. Any questions regarding possible improvements to the Odoo applications in production;
- c. Any intervention at the infrastructure level if the system is hosted on Odoo.SH or by the Company;

The following requests are treated as Change Requests:

- Requests for implementation and configuration of new applications;
- Any intervention on developments or configurations not approved by Eezee-IT;
- Any intervention on your third-party accounts or third-party applications;
- Any intervention on hardware (printers, scanners, IoT boxes);
- Any intervention at the infrastructure level if hosting is on the Client's premises;
- Development of additional modules, functional enhancements, or extra modules not included in the initially agreed scope;
- Any improvement, adaptation, or request not explicitly provided for in the backlog, specification, or accepted Offer.

36. BUG FIXING

When this Service is included in the Offer, the Company undertakes, as a best-effort obligation, to correct or provide a workaround for the anomalies reported by the Client, within a reasonable timeframe, depending on the severity of the anomaly and the terms specified in the Offer.

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SECTION 6: VERSION UPDATES

The provisions of this “Version Updates” section apply, in addition to the general provisions of these Terms and Conditions, when the Company performs Odoo version update services and security patches provided by Odoo.

37. CLIENT OBLIGATIONS

The Client undertakes to test and validate processes and data in the new version, in accordance with the update schedule agreed between the Client and the Company. Any delay in testing or validation by the Client that impacts the effective system update date will be the responsibility of the Client, and associated services will be considered as Change Requests.

SECTION 7: AUDIT

The provisions of this “Audit” section apply, in addition to the general provisions of these Terms and Conditions, when the Company conducts an audit to provide recommendations on the use or configuration of the Odoo system, aimed at optimizing its usage and setup.

38. SERVICES

38.1 The Company provides audit services entirely independently, at its own discretion, and without supervision or instructions from the Client.

38.2 The Company does not commit to any service delivery timeframe, as audit completion depends on various factors and circumstances, including the quality of data and information provided by the Client and assistance from the Client and relevant third parties.

38.3 At the end of the audit, the Client will receive a structured report providing clear guidance to improve their Odoo system and maximize its value.

39. THE AUDIT REPORT

39.1 The Client’s use of any audit report prepared by the Company is at the Client’s own risk. It is the Client’s responsibility to prove that the audit services, or the manner in which they were provided, are not in accordance with what was agreed in writing or what can be reasonably expected from a competent supplier acting reasonably, without prejudice to the Company’s right to prove otherwise by any legal means.

39.2 Without the Company’s prior written consent, the Client may not disclose to any third party the Company’s working methods, techniques, or the content of the Company’s recommendations or reports. The Client may not provide the Company’s recommendations or reports to any third party or make them public.

SECTION 8: CERTIFICATION

The provisions of this “Certification” section apply, in addition to the general provisions of these Terms and Conditions, when the Company provides the Client with certification support services, as defined below.

40. PURPOSE OF THE CERTIFICATION SERVICE

The Certification service consists of personalised support aimed at certifying the level of proficiency in the Odoo system by the Client or by users designated by the Client.

In this context, the Company designs and implements, in consultation with the Client, a tailor-made certification process, including in particular:

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- defining educational objectives and assessment criteria;
- the preparation and organisation of training or knowledge validation sessions;
- the development of specific assessment materials and tests;
- the issuance, where applicable, of a certificate of proficiency in the Odoo system according to jointly defined criteria.

The Client undertakes to:

- actively collaborate in defining the scope of the certification and providing the necessary resources;
- ensure the availability of participants for training, assessment and validation sessions;
- provide the Company with the information and access necessary for the proper conduct of the process;
- ensure that users participate in training and assessments according to the agreed schedule.

Failure by the Client to cooperate or to comply with the above commitments may result in the postponement or cancellation of the process, without the Company being held liable.

It is expressly stated that the certification issued by the Company does not constitute official certification, unless expressly stated otherwise in writing.

The Certification service is invoiced separately from other support, assistance or development services. Any request for adaptation, addition of modules or modification of the process initially agreed upon shall be considered a Change Request within the meaning of this Contract and shall give rise to additional invoicing in accordance with the rates in force.

SECTION 9: TRAINING AND DOCUMENTATION

The provisions of this section 'Training and Documentation' apply, in addition to the general provisions of these terms and conditions, when the Company organises and provides training sessions, remotely or on site, and/or drafts and makes available technical or functional documentation related to Odoo solutions or the services provided.

41. PURPOSE OF TRAINING SERVICES

At the Client's request and where provided for in the Offer or in a Change Request, the Company may provide:

- ex cathedra training sessions, online or in person, on the use, administration or configuration of the Odoo system;
- practical workshops focused on specific business processes or functional modules;
- training materials (presentations, tutorials, user guides, etc.);
- customised documentation describing the Client's specific procedures, settings or developments.

42. CONDITIONS OF PERFORMANCE

Training courses are provided in accordance with the terms agreed in the Offer or, failing that, in accordance with the program, duration and schedule defined by the Company. The Company reserves the right to freely designate the trainers involved in the services. Unless otherwise specified, training courses are conducted in the language used in the Offer and based on the standard Odoo environment. The Client undertakes to:

- provide the premises, equipment and access necessary for on-site training;
- ensure the presence and availability of participants during the scheduled sessions;
- not record or reproduce the training courses without the Company's prior written authorisation.

43. DOCUMENTATION

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The Company may provide, if expressly provided for in the Offer, user documentation or an operating manual adapted to the scope of the project. Unless otherwise specified, this documentation is provided in electronic format and remains protected by the Company's intellectual property rights. Any reproduction, distribution or reuse, in whole or in part, of the documentation is strictly prohibited without written authorisation. Any update to the Odoo system that may affect the training materials or documentation will be subject, where applicable, to a specific request or proposal and additional invoicing, unless expressly stated otherwise in the Offer.

44. SPECIFIC RESPONSIBILITY

The Company undertakes to provide training and documentation with all the care reasonably expected of a professional in the sector. However, it does not guarantee the success, assimilation or individual performance of participants at the end of the training courses, nor the completeness of the documentation with regard to subsequent developments in the Odoo system.

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