



# EEZEE-IT GENERAL TERMS AND CONDITIONS

*Last updated on December 8, 2025*

## 1. Object

The client entrusts the public limited company "Eezee-it", with registered office at Avenue Edison 20, 1300 Wavre, and registered in the Crossroads Bank for Enterprises under number 0826.282.028; (hereinafter the "Company"), with a mission to provide advice and assistance in IT matters in the context of the whole set of Odoo applications.

The precise object of the Company's mission is defined in an order form signed electronically by the client. The signing of the order form by the client implies the explicit and unconditional acceptance of the mission and of these general terms and conditions with the exception of any possible general conditions of the client.

The order form and these terms and conditions together constitute the entire agreement reached between the parties with respect to the object described. It replaces all other agreements, proposals, offers and declarations of intention previously made by either party.

It is understood between the parties that the attachments to the order form or to these general terms and conditions constitute an integral part of the agreement between the parties.

The general terms and conditions of the Company shall remain in force in case the client has taken prior notice of them in the context of the execution of one or more other missions.

## 2. Services

### 2.1 Consultancy

This type of services includes support and development by the Company for the implementation of one or more Odoo applications. More precisely, these services cover process analysis, functional design, organisation 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.

### 2.2 Development of extra-modules

This type of services concerns the realisation of extra modules consisting of a folder of source codes, or a set of customisations requiring coding (e.g. with Odoo Studio), to add functionalities.

The realisation of extra modules is subject to a one-month guarantee period for the correction of bugs (i.e. any failure resulting in a complete stop, an error message with execution trace, or a security breach, and which is not directly caused by an installation problem or defective configuration, hereinafter referred to as "Bugs"). The guarantee does not cover functional, design related or ergonomic modifications.

The guarantee period starts after a development made by the Company has been put into production.

After the guarantee period expires, the cost of correcting the bugs is to be borne by the client, unless a Development Contract is concluded.

After the guarantee period, the client has the choice between regular maintenance services or a Development Contract.

### 2.3 Migration of client data

This type of services consists of consultancy and development services to guide the client in the migration of its data ("master" data such as customers, suppliers, employees; open items such as customers and supplier accounts, balance sheet, orders, etc.) The client is also trained on how to use the input tools available in Odoo.

The client provides the Company with data in the format prepared by the Company. The client is solely responsible for the recorded data stored on its IT system.

### 2.4 Infrastructure

This type of services covers the hosting management of the client's Odoo applications. This includes the configuration of the various environments (development, quality, production,...) depending on the volumes of the client, the software updates, the permanent monitoring, the management of the back-ups, the level of availability, the management of the security of the data, the respect of the GDPR regulation.

The client accepts the general conditions of the hosting party as described in the infrastructure proposition.

### 2.5 Maintenance

#### 2.5.1 Servicedesk

This option provides access to the Company's servicedesk service (support delivered by the Company to resolve issues) either by telephone or by email to support@eezee-it.com from Monday to Friday from 9:00 to 17:30 (Belgian time). The servicedesk support includes online functional and technical support services and access to a ticketing service.

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Through its individual portal, the client has a transparent view of all open tickets, their status and the actions taken. The support also provides for the management of releases and the putting into production of new developments. Each release will be subject to quality control via a series of unit tests. The client will have the opportunity to validate each new release before putting it into production.

The servicedesk is only available to representatives of the client who are trained to work with Odoo applications and who are named as responsible for the user's support ("Key Users").

The support includes a "Service Level Agreement" (hereinafter "SLA") which guarantees the client an optimal level of service according to its priority of the request.

- P1. Urgent: Applied when the whole system is no longer available;
- P2. High priority: An important function is no longer functional;
- P3. Low priority: A request that does not endanger the client's functions.
- P4. No urgency: A request that doesn't require priority treatment.

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

The response time represents the obligation to provide an adequate answer to the problem that has occurred. An adequate answer implies an action plan to solve the problem as soon as possible. An answer is not directly equivalent to finding a solution.

The hours are calculated based on working hours, from Monday to Friday from 9:00 to 17:30 (Belgian time).

In case of a failure on a P1, and insofar as the client has called the servicedesk, the Company will pay a penalty of 1,000 EUR VAT excl. 500 EUR VAT is due in case of a failure on a P2. The total penalty during a calendar year cannot exceed the yearly amount invoiced for its services by the Company.

Requests from clients who have not subscribed to the SLA will be treated according to availability.

### 2.5.2 Functional support

The functional support comprises the following services:

- Any question about the existing system from Key Users;
- Any question about possible improvements to Odoo applications in production;
- Questions related to the client's account, subscription or billing;
- Any intervention at infrastructure level if Odoo SH or other hosting service is managed by the Company.

The following services are defined as change requests:

- Requests for implementation of, configuration of and training for new applications;
- Any intervention on third party accounts or applications;
- Any intervention on the infrastructure if hosted by the customer;
- All other services that do not fall under the definition of servicedesk support services in point 2.5.1.

### 2.5.3. Maintenance of the code

#### 2.5.3.1 Bug correction

This service covers the correction of Bugs beyond the guarantee period referred to in article 2.2.

The client is responsible for providing the company with a test environment for each connector related to a third-party software. The client is also responsible for communicating any significant procedural changes in the third-party software that may impact the proper functioning of the connector. Additionally, the client must provide a video recording of each business flow executed in the third-party software, in relation to the data exchanged via the connector.

#### 2.5.3.2 Version migration

This service covers the migration of Odoo (For example, Odoo Enterprise 15.0 to Odoo Enterprise 16.0), and security corrections planned by Odoo.

It covers the migration of standard Odoo Enterprise applications and extra-modules to new versions of the Odoo applications, within the existing functional perimeter.

Migration encompasses the following services:

- Managing of the project

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Online testing and quality controls services

Online training of Key Users on existing processes.

The client is responsible for the testing and validation of the processes and data in the new version. Eeze-it is not responsible for the quality of the migrated data.

## 2.6 Training and documentation

This service covers the organisation and preparation of online or onsite training sessions and/or the drafting of documents.

## 2.7 Evolution Contract

### 2.7.1 Content

The Evolution Contract unlimitedly covers:

The servicedesk access (article 2.5.1.)

Bug correction services mentioned in 2.5.3.1.

The functional support as defined in article 2.5.2.

Version migration as defined in article 2.5.3.2.

### 2.7.2 Financial conditions

The Evolution Contract is invoiced as a flat fee. This flat fee is defined as a percentage of (i) the total cost of the Company's implementation of the Odoo applications and (ii) the annual cost of the licences for these Odoo applications (points (i) and (ii) being hereinafter defined as the "Calculation Base").

The Evolution Contract is invoiced according to the invoice terms defined in the sales order. The Calculation Base is re-evaluated at each invoicing deadline according to the Change Requests listed in article 3 concerning services described in articles 2.1, 2.2 and 2.3 implemented during the previous contract year. As an exception to the above, if the new investment involves an implementation by the Company in several phases, the price of the Evolution Contract will be immediately adjusted pro rata to the number of months remaining before the annual due date, in order to take account of this new implementation.

### 2.7.3 Term and dissolution

The client has the option of entering into an Evolution Contract with the Company for a fixed term of 2 years or 3 years. This will be specified in the order form. Only one migration is done during the contract period. The Evolution Contract will be tacitly renewed unless the client or the Company gives notice in writing at least 1 month before the Evolution Contract is due to expire.

In case of termination notified by the client outside the hypothesis of the first paragraph, the client will owe the Company an indemnity of an amount equivalent to (i) the full remaining value of the Evolution Contract if the migration of Odoo applications has taken place and (ii) 50% of annual fees due under the Evolution Contract if the migration of Odoo applications has not yet taken place.

In case of termination notified by the Company outside the hypothesis of the 1st paragraph, the Company will owe the client an indemnity equivalent to (i) one twelfth of annual fees due under the Evolution Contract if the migration of Odoo applications has taken place and (ii) 50% of annual fees due under the Evolution Contract if the migration of Odoo applications has not yet taken place.

## 3. Change Request

All modifications and/or extensions of original specifications and modifications in the order. The change request are submitted to the definition of the services in article 2.

## 4. Time Limits and Complaints

The execution deadlines specified in an order form or any other contractual document, if any, are provided as an indication and shall be met as far as possible, but do not constitute an essential element of the contractual relationship between the parties.

A delayed execution may not be invoked by the client to demand the dissolution of the contractual relationship, to claim damages or to assert any other claim.

The client remains responsible for the availability and training of its staff. The client commits to comply with the deadlines for which it is responsible, such as the approval of documents or the time required to perform tests.

Any complaint concerning the services or the products delivered must be notified by registered letter no later than eight (8) days after the execution.

## 5. Price

The Company shall provide the client with clear information in its order form on the method of calculation of its fees according to the type of services (time and expense or flat-rate basis).

Where estimations of prices are given, they are purely indicative and cannot constitute a flat-rate price.

When the price is expressed on a time and expense basis, the hours of transport between the Company's headquarters and those of the client shall be considered as billable hours of services.

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Any modification or additional work requested by the client, even at the time of execution and without an additional order form, shall give rise to additional billing.

#### 6. Price Indexation

The prices for the Services (service or fixed fee based) may be adjusted at invoicing time by the Company on the basis of the following formula:  $\text{New Price} = \text{Base Price} * (\text{New index}/\text{Initial index})$ .

For which the following definitions apply:

Base Price: the initial contract price or previous indexed price;

Initial index: the index published by Agoria "digital" of the month preceding the signature of the Contractor, or of the month preceding the date of the last indexation;

New index: the index published by Agoria "digital" of the month preceding the date of indexation.

#### 7. Price Review

The Company may unilaterally adjust its flat-rate or service-based prices if there is any significant change in the economic conditions of the sector, on condition that it gives the client one (1) month's notice.

#### 8. Invoicing Conditions

Services invoiced on a time and expense basis shall be invoiced monthly based on time sheets.

Services invoiced on a flat-rate basis shall be subject to periodic (milestone) invoicing according to what has been agreed in the order form.

#### 9. Payment Terms

The invoices issued by the Company are payable, at the latest before the due date mentioned on the front of these invoices, at the registered office of the Company to the bank account opened in its name.

In the event of a delay in payment, the Company reserves the right to suspend its services and to resume them once the payment has been cleared.

In the event of non-payment on the due date, the invoices shall automatically and without formal notice of default bear interest at a rate of 10% per year. In addition, they will be increased automatically and without notice of default with 10% by way of flat-rate indemnity. The indemnity shall never be less than € 40.00. Non-payment or late payment of an invoice, in whole or in part, will also automatically and without notice of default result in all other invoices becoming immediately due and payable.

Except with the written agreement of the Company, in the event of cancellation of a mission by the client, the Company may demand payment of an indemnity equal to 30% of the cancelled services if they have not started yet.

The fees, costs and expenses remain due to the Company until the suspension, interruption or termination of its mission.

#### 10. Disputes

Failure to dispute an invoice within a period of fifteen (15) days shall presume its acceptance. Any dispute must be sent by registered letter or through an equivalent electronic medium that ensures the sending, receipt and content of the message.

In the event of a litigation between the parties, irrespective of the source of the conflict, the invoices that were not disputed at the time the litigation was initiated must be paid. There can be no compensation between any damages claimed by the client and the non-disputed invoices.

#### 11. Liability

The Company undertakes to carry out its mission as defined in the order form within the limits of its resources and in accordance with good practice. The client undertakes to cooperate with the Company throughout the execution of the mission in order to promote and improve the quality of the services as described in the order form.

The responsibility of the Company is limited to the foreseeable, personal and certain damage resulting from its fraud or serious breach.

The Company can never be held liable for indirect damages suffered by the client such as loss of business, loss of contracts, loss of data, loss of profit or turnover, increase in costs, caused by the execution of the order.

The Company cannot be held liable for the non-performance of its services caused directly or indirectly by the information, data elements, use of the software by the client or in case of force majeure.

Any fees payable by the Company to the client will never exceed 50% of the average annual turnover invoiced to the client during the last 3 years of services (or if less than 3 years, during the years of the actual contractual relationship).

#### 12. Liability Odoo

The Company shall only be liable for its own obligations in performing its mission. The Company shall not be liable for any damage whatsoever resulting from Odoo's failure to perform its own obligations.

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In this regard, the Company refers to the Odoo general terms and conditions applicable to the software version used by the customer, as published on Odoo's official website. These terms form an integral part of the contractual relationship between the customer and Odoo and are deemed accepted by the customer. The customer can consult these terms via the "Legal" section of Odoo's online documentation, accessible from [www.odoo.com](http://www.odoo.com).

### 13. Intellectual Property and Copyright

In compliance with its obligations, the Company transfers to the client, without restriction, all intellectual property rights attached to the works (including computer programs), improvements, adaptations or inventions made specifically by the Company for the client within the framework of the mission (hereinafter the "Works"). The transfer covers all primary, secondary and derivative forms of exploitation, including, but not limited to, the right to reproduce on any known or unknown medium (graphic, electronic, optical, mechanical, digital), the right of graphic adaptation, the right of translation, the right of communication to the public, the right of representation (theatre, television, stage), the right of publicity, the right of merchandising. This transfer also covers exploitation not yet known at the time of signing the order form.

The Company waives the right to claim respect for the Works and to oppose modifications related to the conditions of exploitation, except for changes or damage to the Works that would be prejudicial to its honour or reputation.

The Company waives its right to compensation in the context of exploitation of the Works.

The transfer of rights is effective worldwide and for the entire duration of the protection of the intellectual property rights concerned, in accordance with Belgian and foreign laws as well as present and future international conventions.

At the expiration of the contractual relationship, the Company is obliged to return to the client all documents, drawings, computer programs and other material received from the client.

The Company ensures that all intellectual property rights created by its employees or attendants on the Works referred to in the present transfer of rights have been assigned to it, such that it may in turn assign them to the client without restriction. The Company expressly guarantees the client against any recourse by the creators of the Works.

Upon full payment of the price, the client benefits from a personal, non-transferable and non-exclusive licence to use any specific development delivered by the Company for an unlimited period of time and without territorial restrictions. The licence is limited to the exploitation in accordance with the initial destination provided for in the order form and excludes any derivative right or any property right.

### 14. Termination

Without prejudice to the clauses of the article 2.7.3, the mission may be terminated by either party giving 3 months' notice.

### 15. Dissolution

The mission may be dissolved by either party with immediate effect, automatically and without the intervention of a judge, in the event of wrongful breach by one of the parties of any of the contractual obligations within 30 days following an unfruitful formal notice, specifying the alleged breach as well as the intention to dissolve the contractual relationship if the breach is not resolved.

The parties shall ensure a proper and prompt transition in case of dissolution of their cooperation.

### 16. Termination Clause

In case one of the following conditions is met by either party, the contractual relationship may be terminated by the other party by operation of law, without the intervention of a court, and without notice or compensation of any kind: in case of bankruptcy or liquidation.

### 17. Force Majeure

If, as a result of force majeure, the Company has to suspend the execution of the mission, the execution of the agreement will be suspended for the time it is unable to carry out the mission.

Force majeure means any event which (i) is beyond the control of either party, (ii) was not foreseeable at the time of acceptance of the assignment and (iii) makes it impossible for the Company to continue to execute the mission.

If the Company is forced to interrupt the execution of the mission due to force majeure, it shall not be obliged to reimburse the sums already paid in respect of the mission.

### 18. Confidentiality

The Company and the client undertake to keep confidential all information and documents concerning the other party, of any nature whatsoever, including financial, technical, social or commercial, which may have come to their attention during the execution of the mission.

The foregoing provision shall not prevent the Company from mentioning in its advertising, on its website or in any commercial documents or offers, all orders carried out, with the possibility of mentioning the client's company name and the object of the order.

### 19. Non-Solicitation

The client and the Company agree not to actively approach the employees directly or indirectly involved in the mission for employment and this from the beginning of the execution of the mission until six (6) months after the termination date of the mission and/or its early termination, whichever is the later, unless the parties agree otherwise in writing.

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In the event of a breach of the terms of this article, the defaulting party undertakes to pay the other party a lump sum of twenty thousand euros (EUR 20,000.00).

## 20. Nullity

Should any of the provisions of these general terms and conditions be declared null and void, such nullity shall not affect the remaining provisions of these general terms and conditions.

The nullity of a clause is limited to that clause, it being understood, however, that a valid provision whose economy would correspond or be as close as possible to the effect of the null and void or ineffective provision will be substituted for it after negotiation in good faith between the Parties.

## 21. Waiver

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

## 22. Processing of Personal Data

The purpose of this article is to inform clients about how client data is collected and processed by the Company (hereinafter referred to as the "Data controller") in accordance with the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data and 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, and repealing Directive 95/46/EC.

All personal data collected from the client (personal identification data such as name, first name, e-mail address, place of residence, etc.; professional data such as company name, registered office, VAT number, telephone number, professional e-mail address, job title, position, representative's name, human resources data, etc.; financial identification data such as bank card number, credit card number, etc.), shall be managed and used exclusively by the Company in the context of the execution of the mission. These data will not be communicated to third parties or used for commercial purposes without the express prior consent of the client.

The Data controller shall keep personal data only for as long as is reasonably necessary for the purposes for which they are to be used and in accordance with legal and regulatory requirements.

By means of a written, dated and signed request to the Data controller at the following address Avenue Edison 20, 1300 Wavre, or at the following e-mail address [info@eezee-it.com](mailto:info@eezee-it.com), the client, once having proved his identity (by attaching a copy of his identity card), has the right to access, restriction of processing, rectification, deletion, portability, objection to processing and the right to be forgotten of the data concerning him.

## 23. Applicable Law and Competent Court

The contractual relations between the parties to which these general terms and conditions apply are governed exclusively by Belgian law.

All disputes arising out of or in connection with this cooperation, including questions regarding its existence, validity or termination, shall be settled in accordance with the procedures set out in this Article 23.

### (A) Negotiation

The parties shall endeavour to resolve any dispute by mutual agreement through negotiation between the responsible persons who have the authority to settle the dispute.

### (B) Mediation

Disputes that are not resolved by negotiation in accordance with paragraph A within 15 days after either party has made a written request for negotiation under paragraph (A), or within such other period as the parties may agree in writing, shall be resolved through mediation.

### (C) Jurisdiction

Any dispute that is not resolved through mediation pursuant to paragraph (B) will be finally settled under the jurisdiction of the courts of Nivelles after the appointment of the mediator, or within any other period agreed in writing.

All communications during the course of the negotiation and mediation pursuant to paragraphs (A) and (B) shall be confidential and shall be treated as having been made in the course of negotiations for the purpose of reaching a conciliation solution.

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