Master Services Agreement

This Master Services Agreement (the "Agreement") is between **KEIGHT LLC, an Iowa limited liability company**, which offers the Allodi products and services, with its principal office at 109 SE 4th Street, Des Moines, IA 50309, USA ("Company," "we," "us"), and the customer identified in the signature block or in an Order Document that references this Agreement ("Customer," "you").

The Agreement takes effect on the date the last party signs it or, if earlier, the date Customer signs an Order Document that references it (the "Effective Date").

1. Structure of the Agreement

1.1 **What this Agreement covers.** This Agreement sets the general terms under which Company provides Odoo hosting operations, support, upgrade, and rescue services to Customer. Specific services, prices, and scope are set out in Order Documents.

1.2 **Incorporated documents.** The following documents are part of this Agreement and are incorporated by reference:

Document	Purpose
Statement of Work ("SOW") or Order Form	Defines a specific project or subscription, its scope, price, and milestones
Managed Odoo Service Description and SLA ("Service Description")	Defines what the Managed Odoo retainer includes and the support response targets
Acceptable Use Policy ("AUP")	Defines what Customer may not use the Services for
Support Portal Terms of Service ("Portal Terms")	Governs use of the Support Portal by Customer's users
Data Processing Agreement ("DPA")	Governs Company's processing of personal data on Customer's behalf

1.3 **Order of precedence.** If documents conflict, the following order applies, highest first: (a) the DPA, but only as to the processing of personal data; (b) a signed SOW, but only as to the project it describes and only where the SOW expressly states it overrides this Agreement; (c) this Agreement; (d) the Service Description; (e) the AUP and Portal Terms; (f) any other document.

1.4 **Customer purchase orders.** Terms on a Customer purchase order or vendor portal do not apply, even if Company accepts or references the purchase order.

2. Definitions

"**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party.

"**AI Agent**" means the automated software agent operated by Company that uses a large language model to triage Tickets and perform Pre-Approved Actions, as described in Section 5.

"**Business Day**" means Monday through Friday, excluding United States federal holidays, in the Central Time zone.

"**Confidential Information**" means non-public information disclosed by one party to the other that is marked confidential or that a reasonable person would understand to be confidential, including Customer Data, pricing, and Company's methods and runbooks. It excludes information that is public through no fault of the recipient, was already known to the recipient, is independently developed, or is received from a third party without restriction.

"**Custom Modules**" means Odoo modules, patches, scripts, and configuration files that Company creates or modifies for Customer under an Order Document.

"**Customer Data**" means all data, files, database contents, attachments, credentials, and other material that Customer or its users provide to Company, store in the Customer Environment, or submit through the Support Portal.

"**Customer Environment**" means the servers, cloud project, code repositories, domains, email services, Odoo databases, and related third-party accounts that Customer owns or controls and on which the Services are performed, including Customer's Hetzner Cloud project or, where an Order Document says so, Customer-Hosted Hardware under Section 4.9.

"**Deliverables**" means the Custom Modules, documentation, runbooks, and other work product that Company delivers to Customer under an Order Document.

"**Hetzner**" means Hetzner Online GmbH and its affiliates, the cloud provider on whose infrastructure the Customer Environment runs.

"**Hetzner API Token**" means an API token that Customer creates in its Hetzner project for Company's use, with the permissions specified in the applicable Order Document, and delivers to Company only through the Secure Link.

"**Odoo Community**" means the open-source edition of Odoo published under the GNU Lesser General Public License version 3 ("LGPL-3").

"**Odoo Enterprise**" means the proprietary edition of Odoo and its Enterprise-only modules, licensed by Odoo S.A. under its own subscription terms.

"**Order Document**" means a SOW, Order Form, or online order that references this Agreement and is accepted by both parties.

"**Pre-Approved Actions**" means the narrow list of read-only diagnostic actions and reversible low-risk changes that Company has authorized the AI Agent to perform without per-action human approval, as published in the Support Portal and updated from time to time.

"**Secure Link**" means a single-use web link that Company provides to Customer for delivering a credential to Company, and that stops working once it has been used.

"**Services**" means the services Company provides under this Agreement and any Order Document, including Rescue and Rehost projects, Managed Odoo subscriptions, Upgrade projects, and support delivered through the Support Portal.

"**Support Portal**" means the ticketing and customer portal that Company operates at [SUPPORT PORTAL URL].

"**Ticket**" means a support request submitted through the Support Portal.

3. Services and Order Documents

3.1 **Service lines.** Company offers three service lines. Each is purchased through an Order Document:

(a) **Rescue and Rehost.** A one-time project that moves Customer's existing Odoo installation from a prior partner, Odoo Online, or Odoo.sh onto a Hetzner Cloud virtual machine inside Customer's own Hetzner project. Governed by a SOW.

(b) **Managed Odoo.** A monthly subscription covering hosting operations, backups (including point-in-time recovery), a staging copy, monitoring, alerting, a block of small-fix hours, and any add-ons ordered, as described in the Service Description. Governed by an Order Form.

(c) **Upgrade to Odoo 19 and de-Enterprise.** A fixed-scope project that upgrades Customer's Odoo database and Custom Modules to Odoo 19 and, where ordered, replaces Odoo Enterprise modules with Odoo Community and community-maintained alternatives. Governed by a SOW.

3.2 **Performance standard.** Company will perform the Services in a professional and workmanlike manner consistent with generally accepted practices for Odoo implementation and hosting operations.

3.3 **Personnel and subcontractors.** Company may use employees, contractors, and automated tools, including the AI Agent, to perform the Services. Company remains responsible for their performance. Sub-processors of personal data are governed by the DPA.

3.4 **Changes to scope.** Work outside an Order Document requires a written change order or a new Order Document. Email confirmation from an authorized Customer contact is sufficient for change orders under USD 2,500.

4. Customer-Owned Infrastructure

4.1 **Customer owns the environment.** Unless an Order Document states otherwise, Customer owns and controls the Customer Environment, including the Hetzner project, the virtual machines, the Odoo code repository, the domain names, and the database. Company operates inside that environment only with the access Customer grants under Section 4.2.

4.2 **Access grant.** Customer will (a) as owner of its Hetzner project, create a Hetzner API Token and deliver it to Company only through the Secure Link, together with the name of the Hetzner project in which Customer created it, and, if Customer chooses, also invite Company's designated account to the project as a member with the Member role; (b) grant Company SSH and database access to the servers in scope; (c) grant Company access to the code repository; and (d) keep those grants, including the Hetzner API Token, in place for as long as Company has service obligations. Company will hold the Hetzner API Token as Customer's Confidential Information, use it only to provide the Services, and tell Customer promptly if Company believes the token has been exposed, so that Customer can delete it and deliver a replacement through the Secure Link.

4.3 **Backups.** Under a Managed Odoo subscription, backups are stored in a Backblaze B2 bucket in Customer's own Backblaze account, which Customer pays for directly. Customer grants Company a key limited to that bucket so Company can configure, monitor, and test the backups. Because the bucket

belongs to Customer, backups continue after this Agreement ends for as long as Customer keeps that account and the backup job on the Customer Environment in place. Customer is responsible for keeping its Backblaze account in good standing; Company will notify Customer if it detects that backups are failing for that reason. On termination, Company hands over the final backup under Section 8.5. Company recommends, and Customer is responsible for deciding whether to enable, additional Hetzner-level snapshots at Customer's cost.

4.4 **Customer pays Hetzner and other providers.** Customer contracts directly with Hetzner and is solely responsible for paying Hetzner and any other third-party provider in the Customer Environment (domain registrar, email provider, Odoo S.A., payment processors, and similar). Company is not a party to those contracts and has no relationship with those providers regarding Customer's accounts. Customer's production servers, data, and backups are held under Customer's own agreements with those providers, which may suspend, restrict, or delete them under their own terms (for example, when Customer's account is unpaid or in breach of their policies). Company cannot prevent, delay, or reverse any such action and is not responsible for its consequences. Company will tell Customer promptly if it notices signs of such action, such as failing backups or a suspended server, but Company may not learn of a provider's action in time to prevent it and does not monitor Customer's provider accounts, billing, or notices from those providers. Customer pays those providers directly, and Company does not resell their services or add any markup to their charges, except for Interim Hosting charges passed through at cost under Section 4.8.

4.5 **Effect of access removal.** If Customer removes, suspends, or restricts Company's access to the Hetzner project, servers, database, or repository (including by deleting or revoking the Hetzner API Token or reducing its permissions), or if Customer's Hetzner account is suspended for non-payment or otherwise, Company's service obligations that depend on that access (including SLA response targets, backups, monitoring, and project milestones) are paused from the moment access is lost until it is fully restored (for a deleted or revoked Hetzner API Token, until Customer delivers a replacement through the Secure Link). Subscription fees continue to accrue during the pause. Project schedules extend by the length of the pause plus a reasonable restart period.

4.6 **Changes outside the portal.** Customer and its other vendors may make changes to the Customer Environment without going through Company. Company is not responsible for outages, data loss, security incidents, or costs caused by (a) changes made outside the Support Portal process, (b) Customer's non-payment to Hetzner or another provider, (c) Customer's revocation of access, or (d) any third party Customer authorizes to access the Customer Environment. Restoring service after such events is billable at Company's then-current hourly rate unless covered by a Managed Odoo small-fix block.

4.7 **Credentials.** Customer will store its own copy of every credential Company creates for the Customer Environment. Company will record credentials it creates in a location Customer can access. Company is not the sole custodian of any credential Customer needs to operate its business.

4.8 **Interim hosting.** So that work can start before Customer's own accounts are open, Company may, at Customer's request, build test and staging environments in Company's own Hetzner and Backblaze accounts ("Interim Hosting"). Interim Hosting is limited to non-production copies, except where an

Order Document records that an urgent move of production is needed (for example, an imminent loss of access to Customer's current host). In either case: (a) Company passes through the provider charges for Interim Hosting at cost, without markup; (b) Customer's production environment moves into Customer's own accounts before or at Cutover, and in the urgent case within 30 days of the production move unless the parties agree otherwise in writing; (c) after the move, Company deletes Customer data from Interim Hosting within 30 days and confirms deletion on request; and (d) while Interim Hosting is in use, Customer Personal Data held there is processed under the DPA. Section 4.1 applies to Customer's own accounts once they exist.

4.9 **Customer-hosted hardware.** Where an Order Document says that the Customer Environment runs on hardware Customer owns or controls, on premises or in a facility Customer contracts with, instead of in a Hetzner Cloud project ("Customer-Hosted Hardware"):

(a) *Minimum specification.* Before onboarding, Company runs its requirements check. The server must run a supported Ubuntu LTS release on bare metal or as a virtual machine, meet the minimum CPU, memory, and SSD storage in the Order Document, be protected by an uninterruptible power supply, and give Company root access for installation. Company may decline or quote separately any environment below that specification.

(b) *Access.* Company's access is through an encrypted connection that the server opens outbound; Customer does not need to open inbound firewall ports. Customer keeps any network security equipment (firewalls, intrusion prevention) configured so that this connection is not blocked.

(c) *Hardware and site are Customer's.* Customer is responsible for the hardware, disks, power, cooling, network, internet connection, physical security, and any hypervisor. Response targets in the Service Description do not apply to hardware, site, or network failures, and Company is not responsible for downtime or data loss they cause.

(d) *Operating system updates.* The Order Document records whether Company or Customer's IT staff applies operating system updates. Where Customer keeps control, Company is not responsible for issues caused by missing or conflicting updates.

(e) *Offsite backups.* Backups go to Customer's own Backblaze account under Section 4.3. Local copies alone are not an adequate backup for Customer-Hosted Hardware.

(f) *Recovery to cloud.* If Customer-Hosted Hardware fails, Company will, at Customer's request, restore the latest backup to a server in a Hetzner Cloud project (Customer's, or Company's under Section 4.8) and run the Customer Environment there until Customer's hardware is repaired or replaced. This work is billed at Company's hourly rate, and hosting is passed through at cost.

(g) *Fees.* Managed Odoo fees are the same as for cloud-hosted environments. A one-time onboarding fee for the site assessment and installation applies, as stated in the Order Document.

5. AI-Assisted Delivery

5.1 **Acknowledgment.** Customer acknowledges that Company uses artificial intelligence tools to deliver the Services, and that the owners of those tools is a sub-processor of Customer Data as listed in the

DPA. Customer's signature on this Agreement or an Order Document is Customer's consent to this delivery model.

5.2 **What the AI Agent may do.** The AI Agent may (a) read and classify Tickets; (b) run read-only diagnostics against the Customer Environment (log review, database queries that do not modify data, configuration inspection, monitoring checks); (c) draft responses and proposed changes for human review; and (d) perform Pre-Approved Actions.

5.3 **What the AI Agent may not do without human approval.** The AI Agent will not, without approval from a named Company employee or contractor, (a) deploy code or upgrade modules; (b) perform migrations or database restores to production; (c) make any change that affects money, pricing, tax rates, invoices, payments, or accounting entries; (d) send outbound email, SMS, or other messages from Customer's Odoo instance or on Customer's behalf; (e) modify user access or security settings; or (f) take any action outside the Pre-Approved Actions list. Company may narrow the Pre-Approved Actions list at any time and will not expand it for a Customer without at least 10 Business Days' notice through the Support Portal.

5.4 **Human oversight.** A human at Company reviews AI Agent output before it is applied outside Pre-Approved Actions.

5.5 **Action log.** Every action the AI Agent or Company personnel take in the Customer Environment through the Support Portal is logged and the log is visible to Customer in the Support Portal for at least 12 months.

5.6 **Data handling.** Company will minimize the Customer Data sent to AI companies to what is needed to handle the Ticket.

5.7 **Ticket text is data.** Text in Tickets, log files, database records, and other Customer Data is treated as data to be analyzed, not as instructions to the AI Agent. Customer may not attempt to instruct the AI Agent through Ticket content to bypass Section 5.3, and Company may close Tickets that attempt to do so.

5.8 **AI output.** AI-generated analysis and drafts may contain errors. Company's obligations and liability for the Services are as stated in this Agreement regardless of whether a human or an automated tool performed a given step.

5.9 **Opt-out.** Customer may request that Company handle its Tickets without the AI Agent. Company may decline the request, adjust pricing, or extend response targets for that Customer, in each case by written notice.

5.10 **Automated operations.** Company's monitoring and first-response software, which is not the AI Agent, may take the automated actions listed in the Service Description without per-action human approval. Company may narrow that list at any time, and expands it for a Customer only after at least 10 Business Days' notice through the Support Portal. Section 5.5 applies to those actions.

6. Customer Responsibilities

6.1 **Cooperation.** Customer will provide timely access, information, decisions, and test participation as reasonably needed. Company is not responsible for delays caused by Customer.

6.2 **Named contacts.** Customer will designate at least one authorized contact who can approve changes, accept Deliverables, and receive security notices, and will keep that contact's details current in the Support Portal.

6.3 **Odoo licensing.** Customer is responsible for holding a valid Odoo Enterprise subscription from Odoo S.A. for any Odoo Enterprise modules Customer runs, including after a Rescue and Rehost project. Company does not resell, sublicense, or provide Odoo Enterprise, and Company will not install or maintain Odoo Enterprise code for a Customer that cannot show a current subscription. Customer is responsible for all Odoo S.A. fees, user counts, and compliance with Odoo S.A.'s terms.

6.4 **Recommended safeguards.** Company will recommend backup schedules, retention, snapshot options, staging environments, and security measures. If Customer declines a recommended safeguard in writing (including by declining it in an Order Form or Ticket), Company is not liable for loss that the safeguard would have prevented or reduced.

6.5 **Business customer status.** Customer represents that it is purchasing the Services for business purposes and not as a consumer, and, if located outside the United States, that it is registered for VAT, GST, or the equivalent where such registration is available and will provide its registration number on request.

6.6 **Lawful use.** Customer is responsible for the content of its Odoo database, for its compliance with laws that apply to its business, and for its users' compliance with the AUP and Portal Terms.

6.7 **Security on Customer's side.** Customer will use multi-factor authentication on its Hetzner, repository, and Support Portal accounts, will not share accounts, and will promptly revoke access for departed staff.

7. Fees, Invoicing, and Payment

7.1 **Currency.** All fees are stated and payable in United States dollars.

7.2 **Subscriptions.** Managed Odoo fees are invoiced monthly in advance and are due 15 days from the invoice date. Customer authorizes Company to charge the card or bank account on file (by ACH debit or equivalent) on or after the due date if Customer has elected automatic payment on the Order Form. Customer may withdraw that authorization on 10 days' notice, after which invoices are payable by bank transfer. Managed Odoo fees include the fee for any add-on ordered for a subscription, such as the 24/7 Outage Response Add-on described in the Service Description. The Service Description may set the terms on which an add-on starts and ends, and those terms apply to the add-on in place of Section 8.2. Where a Managed Odoo fee depends on counts of companies, branches, or users, it is calculated on the highest daily count in the billing period, as the Service Description provides.

7.2a **Card on file.** Where Customer provides a payment card, Customer authorizes Company to store it with Company's payment processor (Company never stores card numbers itself) and to charge it,

without Customer being present, for amounts due under this Agreement: project milestones, Managed Odoo fees, Dormant Hold fees under Section 7.12, and approved change orders and hourly work. Company will send an invoice or written notice before each charge. Company may cap the amount it will accept by card and require bank transfer above that cap.

7.3 **Projects.** Unless the SOW states otherwise, project fees are invoiced in three milestones: 30 percent on SOW signature, 40 percent on completion of the milestone the SOW designates as the mid-point milestone (typically a successful test restore or staging cutover), and 30 percent on Acceptance. Milestone invoices are due on receipt. Company may pause work on a project while a milestone invoice is more than 5 days past due.

7.4 **Hourly work.** Work billed by the hour is invoiced monthly in arrears at the rates in the applicable Order Document, in increments of 15 minutes.

7.5 **Payment in full; bank fees.** Customer will pay each invoice in full without set-off or deduction. Customer bears all bank charges, intermediary bank fees, currency conversion costs, and payment processor fees so that Company receives the full invoiced amount. International wires should be sent with charges "OUR" or equivalent. If Company is charged a fee by its bank for any payment received, it will bill that fee to Customer and it will be due with the next invoice.

7.6 **Taxes.** Fees do not include sales tax, use tax, VAT, GST, digital services tax, or similar taxes. Customer is responsible for all such taxes except taxes on Company's net income. If Company is required to collect a tax, it will add it to the invoice. For Customers outside the United States who are registered businesses, the Services are supplied on a business-to-business basis and Customer is responsible for accounting for any VAT or GST under the reverse-charge mechanism or its local equivalent. Company's invoices will state the place of supply and a reverse-charge notice where applicable.

7.7 **Withholding and gross-up.** If any law requires Customer to withhold or deduct tax from a payment to Company, Customer will (a) increase the payment so that Company receives the full invoiced amount after the withholding, and (b) deliver to Company an official withholding certificate or receipt within 30 days of payment. If Customer's tax authority will accept a United States residency certificate (IRS Form 6166) or a treaty claim to reduce the withholding, Customer will cooperate with Company to apply the reduction, and Company will provide the certificate at Company's cost.

7.8 **Late payment.** Amounts not paid when due accrue interest at 1.5 percent per month, or the highest rate permitted by law if lower, from the due date until paid. Customer will reimburse Company's reasonable collection costs, including attorney fees, for amounts more than 30 days past due.

7.9 **Suspension for non-payment.** If any undisputed amount is more than 15 days past due, Company may, after giving at least 5 Business Days' written notice, suspend the Services, including Support Portal access and monitoring, until all past-due amounts are paid. Suspension never deletes anything in the Customer Environment, which remains in Customer's own accounts. Customer Data held in Company's own accounts (for example, under Interim Hosting or a dormant project) is deleted only on Customer's written instruction or as Section 7.12(e) or the DPA provides. Suspension does not relieve Customer of the obligation to pay subscription fees for the suspension period.

7.10 **Disputed invoices.** Customer must notify Company in writing of a good-faith dispute within 15 days of the invoice date, stating the disputed amount and reason, and must pay the undisputed portion on time. The parties will work in good faith to resolve the dispute within 30 days.

7.11 **Price changes.** Company may change Managed Odoo subscription pricing on at least 60 days' written notice, effective at the start of the next monthly period after the notice period. Project prices are fixed by the SOW.

7.12 **Dormant projects.** This Section applies when a project cannot proceed because Customer has not responded to Company or has not met a Customer dependency in the SOW.

(a) *Notices.* After 30 days without a response, Company sends a written notice describing the project's status and what it needs from Customer. After 60 days, Company sends a second notice stating that the project will move to Dormant Hold 15 days later unless Customer responds.

(b) *Excluded delays.* Days during which the project is waiting on a party outside Customer's control (for example, Odoo S.A. upgrading an Odoo Online database to a major version, or a prior provider releasing code or backups under Customer's active request) do not count toward these periods.

(c) *Dormant Hold fee.* During Dormant Hold, Company keeps the project's environments, data, and work product intact and available, and charges a monthly Dormant Hold fee equal to two times the Managed Odoo monthly fee that would apply to Customer's database at the time (calculated from its companies, branches, and internal users under the published price list), billed monthly in advance and chargeable to the card or bank account on file under Section 7.2a. The fee reflects the cost of holding environments, data, backups, and scheduled capacity for a paused project.

(d) *Ending Dormant Hold.* Customer may at any time (i) resume the project, which ends the Dormant Hold fee from the next billing date; (ii) ask Company to deliver the data and work product to date (a final export of the database and filestore, the code in Customer's repository, and the scan and build documentation), after which Company deletes its copies on Customer's written instruction; or (iii) instruct Company in writing to delete the project's data.

(e) *Non-payment of Dormant Hold.* If a Dormant Hold fee remains unpaid for 60 days after its due date, Company sends a final written notice to Customer's notice address and authorized contacts. If the fee is still unpaid 15 days after that notice, Company makes a final export of the project's data and work product available to Customer for download by a secure link for 30 days, and then deletes the project's environments and Customer Data held in Company's accounts. Otherwise, Company deletes Customer Data held for a dormant project only on Customer's written instruction.

8. Term, Termination, and Exit

8.1 **Term of the Agreement.** This Agreement starts on the Effective Date and continues until terminated under this Section. Termination of the Agreement terminates all Order Documents.

8.2 **Managed Odoo term.** Each Managed Odoo subscription runs month to month. Either party may terminate a subscription for convenience on at least 30 days' written notice. Fees for the notice period remain payable.

8.3 **Project term.** A SOW runs until the project is accepted, terminated under this Section, or abandoned under Section 8.4. Either party may terminate a SOW for convenience on 15 days' written notice. On termination for convenience by Customer, Customer pays for work performed through the termination date on a time-and-materials basis at the SOW rate, capped at the total SOW price, less milestone payments already made, and Company delivers the work in progress as-is.

8.4 **Termination for cause.** Either party may terminate this Agreement or any Order Document if the other party materially breaches it and does not cure the breach within 30 days after written notice describing the breach. Company may terminate immediately on written notice if Customer breaches the AUP in a way that creates legal or security risk for Company or other customers, or if Customer becomes insolvent or ceases business. A project is abandoned if Customer fails to provide a required input or decision for 60 days after a written request; Company may then terminate the SOW as if Customer had terminated for convenience.

8.5 **Exit assistance.** On termination or expiration of any Managed Odoo subscription or of this Agreement, Company will, within 10 Business Days and at no charge:

(a) take a final full backup of each in-scope Odoo database and filestore, confirm it is present in Customer's Backblaze B2 bucket (or deliver it to another location Customer designates), and confirm that the nightly backup job continues to run without Company;

(b) hand over all credentials, keys, and configuration that Company created for the Customer Environment, in a documented form;

(c) provide the current source of all Custom Modules and the deployment runbook for the Customer Environment; and

(d) delete Company's copy of the Hetzner API Token, remove Company's access to Customer's servers, repository, and any other Customer systems, and confirm removal in writing.

Customer will delete the Hetzner API Token in its Hetzner project and, if Customer invited Company's designated account to the project under Section 4.2(a), remove that account. Company will then revoke its own backup key and delete any copies of Customer data held in Company's systems within 30 days, unless Customer asks in writing for earlier deletion or the DPA requires otherwise. Exit assistance beyond this Section (for example, migrating to a new provider) is available at Company's then-current hourly rate.

8.6 **Effect of termination.** Customer will pay all amounts owed through the termination date. Sections that by their nature should survive (including Sections 7, 8.5, 8.6, 9, 10, 11, 12, 13, 14, and 17) survive termination.

9. Intellectual Property and Odoo Licensing

9.1 **Customer Data.** Customer owns Customer Data. Customer grants Company a limited license to access, copy, and process Customer Data only as needed to provide the Services and as permitted by the DPA.

9.2 **Odoo Community.** Odoo Community is licensed by its authors under LGPL-3. Nothing in this Agreement limits the rights Customer has under that license.

9.3 **Custom Modules.** Company licenses Custom Modules to Customer under LGPL-3, with full source code delivered to Customer's repository. This means Customer may use, modify, and redistribute Custom Modules under the LGPL-3 terms without further payment to Company. Company retains copyright and may reuse the ideas, techniques, and generic code in Custom Modules for other customers, provided Company does not disclose Customer's Confidential Information. Where a Custom Module derives from a third-party module under a different open-source license, that license governs the derived work.

9.4 **Company tooling.** Company retains all rights in its internal tools, runbooks, templates, monitoring configurations, AI Agent prompts and configurations, and know-how ("Company Tools"). To the extent Company Tools are installed in the Customer Environment and are needed to operate it, Company grants Customer a perpetual, non-exclusive, royalty-free license to keep using those installed copies for Customer's internal business, and will identify them in the exit handover. Company Tools installed in the Customer Environment that are Custom Modules fall under Section 9.3.

9.5 **Third-party components.** Odoo Enterprise, OCA modules, Python packages, and other third-party components are licensed under their own terms. Company will identify the license of each third-party component it installs when Customer asks.

9.6 **Feedback.** Company may use suggestions Customer makes about the Services without obligation.

9.7 **Marketing reference.** Company may list Customer's name and logo as a customer only with Customer's prior written consent, which Customer may withdraw at any time.

10. Confidentiality

10.1 Each party will protect the other's Confidential Information with at least the care it uses for its own confidential information, and no less than reasonable care; use it only to perform or receive the Services; and disclose it only to employees, contractors, sub-processors, and advisors who need it and are bound by confidentiality obligations at least as protective as this Section.

10.2 A party may disclose Confidential Information if required by law or court order, after giving the other party prompt notice where legally permitted, and disclosing only what is required.

10.3 These obligations last for 3 years after termination, and indefinitely for Customer Data, trade secrets, and credentials.

11. Data Protection

11.1 Company acts as a processor (or service provider) of personal data contained in Customer Data, and Customer is the controller (or business). The DPA governs that processing.

11.2 For Customers established in the European Economic Area, the United Kingdom, or Switzerland, or whose Odoo databases contain personal data of individuals in those places, the full DPA with the EU Standard Contractual Clauses (Module 2) and the UK International Data Transfer Addendum applies automatically on signature of this Agreement.

11.3 For Customers established in the United States, the US Privacy Addendum in Part B of the DPA applies.

11.4 Company will offer EU-region hosting (Hetzner data centers in Germany or Finland) on request, subject to the Order Document.

12. Warranties and Disclaimers

12.1 **Mutual.** Each party warrants that it has the authority to enter into this Agreement.

12.2 **Services warranty.** Company warrants that the Services will be performed as described in Section 3.2. Customer's sole remedy for breach of this warranty is re-performance of the deficient Services, or if Company cannot re-perform within a reasonable time, a refund of the fees paid for the deficient Services.

12.3 **Deliverables warranty.** For 30 days after Acceptance of a Deliverable, Company will correct at no charge any failure of the Deliverable to conform materially to its SOW specification, provided Customer reports the failure in writing within that period and the failure is not caused by changes made by Customer or a third party.

12.4 **Backups.** Company's backup obligation is to use commercially reasonable efforts to take backups, and to archive database transaction logs where the Service Description provides for it, on the schedule in the Service Description, and to perform test restores per Company's runbook at the stated frequency. Company does not warrant that every backup or archived log will be complete or restorable, or where the Service Description describes a safeguard that limits recovery. Customer acknowledges that the Backblaze B2 storage and the Hetzner infrastructure are operated by third parties.

12.5 **Data loss.** Company is not liable for data loss, downtime, or recovery costs.

12.6 **Odoo and third-party software.** Company does not warrant Odoo Community, Odoo Enterprise, OCA modules, Hetzner, Backblaze, or any other third-party product or service. Odoo bugs, upstream changes, and Odoo S.A. licensing decisions are outside Company's control.

12.7 **Disclaimer.** EXCEPT AS STATED IN THIS SECTION 12, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Limitation of Liability

13.1 EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM. FOR A CLAIM ARISING UNDER A SINGLE SOW, THE CAP IS THE GREATER OF THE FEES PAID UNDER THAT SOW AND THE FEES PAID IN THOSE 12 MONTHS.

13.2 **No consequential damages.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY IS LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF USE, LOSS OF DATA (EXCEPT COMPANY'S DIRECT

COST OF RESTORING DATA FROM AN AVAILABLE BACKUP), COST OF SUBSTITUTE SERVICES, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY.

13.3 **Excluded Claims.** "Excluded Claims" means (a) Customer's obligation to pay fees; (b) a party's breach of Section 10 (Confidentiality), excluding breaches involving Customer Data, which remain subject to the cap; (c) a party's indemnification obligations under Section 14; (d) a party's gross negligence, willful misconduct, or fraud; and (e) any liability that cannot be limited under applicable law.

13.4 **Basis of the bargain.** The parties agree that the fees reflect this allocation of risk and that Company would not provide the Services at these fees without it.

14. Indemnification

14.1 **By Company.** Company will defend Customer against any third-party claim that a Custom Module, as delivered by Company and used as permitted, infringes a United States patent, copyright, or trademark or misappropriates a trade secret, and will pay damages and costs finally awarded or agreed in settlement. Company has no obligation for claims arising from Odoo, OCA, or other third-party code; Customer Data; Customer's specifications; or modifications not made by Company. If a claim is made, Company may modify or replace the Custom Module or, if that is not commercially reasonable, terminate the affected Order Document and refund fees paid for the affected Custom Module.

14.2 **By Customer.** Customer will defend Company against any third-party claim arising from (a) Customer Data; (b) Customer's business, products, or use of Odoo; (c) Customer's breach of the AUP, Section 6.3 (Odoo licensing), or applicable law; or (d) a claim by Odoo S.A. relating to Customer's Odoo Enterprise subscription or lack of one, and will pay damages and costs finally awarded or agreed in settlement.

14.3 **Process.** The indemnified party must give prompt written notice of the claim, allow the indemnifying party to control the defense and settlement (provided no settlement admits fault or imposes obligations on the indemnified party without its consent), and cooperate at the indemnifying party's expense.

15. Acceptable Use and Restricted Industries

15.1 Customer will comply with the AUP. Company may refuse to enter into an Order Document with, and may terminate under Section 8.4, any Customer whose primary business falls within the Restricted Industries listed in the AUP.

15.2 Customer represents that, as of the Effective Date, its primary business is not a Restricted Industry, and will notify Company within 30 days if that changes.

16. Governing Law, Venue, and Disputes

16.1 **Governing law.** This Agreement is governed by the laws of the State of Iowa, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.2 **Venue for US Customers.** For a Customer established in the United States, the state and federal courts located in Polk County, Iowa have exclusive jurisdiction over any dispute arising out of this Agreement, and each party consents to personal jurisdiction there.

16.3 **Disputes with non-US Customers.** For a Customer established outside the United States, the parties select one of the following on the Order Form; if no selection is made, option (a) applies:

(a) **Courts.** Same as Section 16.2.

(b) **Arbitration.** Any dispute arising out of or relating to this Agreement will be finally resolved by binding arbitration administered by the American Arbitration Association under its International Arbitration Rules, by one arbitrator, seated in Des Moines, Iowa, USA, conducted in English. Judgment on the award may be entered in any court with jurisdiction. Either party may seek injunctive relief or collect undisputed fees in any court with jurisdiction without waiving arbitration.

16.4 **Informal resolution first.** Before starting litigation or arbitration (other than for injunctive relief or fee collection), a party will give the other written notice of the dispute and the parties' principals will confer in good faith for at least 30 days.

16.5 **Jury waiver.** TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY.

16.6 **Attorney fees.** In any action to enforce this Agreement, the prevailing party may recover its reasonable attorney fees and costs.

17. General Terms

17.1 **Independent contractor.** Company is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

17.2 **Non-solicitation.** During the term and for 12 months after, neither party will solicit for employment any employee or contractor of the other who worked on the Services, without the other's consent. General advertisements are not solicitation.

17.3 **Assignment.** Neither party may assign this Agreement without the other's written consent, except that either party may assign it to an Affiliate or to a successor in a merger, acquisition, or sale of substantially all its assets, on written notice. Any other assignment is void.

17.4 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disaster, war, terrorism, labor dispute, government action, internet or utility failure, or failure of Hetzner, Backblaze, or Anthropic services, provided the affected party uses reasonable efforts to mitigate. Payment obligations are not excused.

17.5 **Export and sanctions.** Each party will comply with United States export control and sanctions laws. Customer represents that it is not, and is not owned or controlled by, a person on a United States government restricted-party list, and is not located in a country subject to comprehensive United States sanctions.

17.6 **Notices.** Notices must be in writing and sent by email to the addresses in the signature block or Order Document, with a copy by courier for termination and breach notices. Email notices are effective

on the Business Day after sending if no bounce is received. Routine operational communications may be sent through the Support Portal.

17.7 **Entire agreement.** This Agreement, with its incorporated documents and Order Documents, is the entire agreement between the parties on its subject and replaces all prior proposals and discussions.

17.8 **Amendment and waiver.** Amendments must be in writing and signed (including electronically) by both parties, except that Company may update the AUP, Portal Terms, and Service Description on 30 days' notice, provided the update does not materially reduce the Services Customer has paid for. A waiver is effective only if in writing, and applies only to the specific instance.

17.9 **Severability.** If a provision is unenforceable, it will be modified to the minimum extent needed to make it enforceable, and the rest of the Agreement remains in effect.

17.10 **Counterparts and electronic signature.** This Agreement may be signed electronically and in counterparts.

17.11 **Headings and interpretation.** Headings are for convenience. "Including" means "including without limitation."

Signature Block

	KEIGHT LLC, an Iowa limited liability company	Customer: [CUSTOMER LEGAL NAME]
Signature		
Name	Mark Kladivo	
Title	Manager	
Date		
Notice email		
Notice address	109 SE 4th Street, Des Moines, IA 50309, USA	
Customer VAT / GST / ABN number (non-US)	n/a	
Dispute option for non-US Customer (Section 16.3)		[ ] Courts [ ] Arbitration