Managed Odoo Service Description and Service Level Agreement

This Service Description is incorporated into the Master Services Agreement between KEIGHT LLC, an Iowa limited liability company ("Company") and Customer (the "MSA"). Capitalized terms not defined here have the meanings in the MSA. Company may update this document under MSA Section 17.8.

1. Overview

Managed Odoo is a monthly subscription under which Company operates Customer's self-hosted Odoo instance on Customer's own Hetzner Cloud infrastructure. Company handles the operational work (backups, monitoring, patching, alert response) and provides a block of hours each month for small fixes and questions. Customer keeps ownership of the server, the code, and the data.

2. Definitions

"**Alert**" means an automated notification generated by Company's monitoring when a check fails.

"**Business Hours**" means 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excluding United States federal holidays.

"**Direct Emergency Line**" means the telephone number assigned to Customer under Section 7.6(h).

"**Incident**" means an unplanned event that degrades or interrupts the Managed Instance.

"**Managed Instance**" means the Odoo production instance, its database, filestore, and the VM(s) listed on the Order Form.

"**Response**" means a human or AI Agent acknowledgment in the Ticket that includes an initial assessment or a request for information. Response is not resolution.

"**Runbook**" means Company's internal operating procedures for the Managed Instance, a copy of which is kept in Customer's repository.

"**Peak Counts**" means the counts of companies, branches, and internal users used for a monthly invoice under Section 11.2a.

"**Outage Response Add-on**" means the optional 24/7 outage response service described in Section 7.6.

"**Small-Fix Hours**" means the block of hours included in the monthly fee under Section 6.

"**Staging Copy**" means the non-production copy of the Managed Instance described in Section 4.7.

3. Included Services

Each month, for the Managed Instance, Company provides:

Area	What Company does
Hosting operations	Operating system security updates; PostgreSQL and Odoo dependency updates; reverse proxy and TLS certificate renewal; disk, memory, and worker tuning; log rotation

Backups	Daily database and filestore backups, and continuous archiving of the database's transaction logs for point-in-time recovery, to a Backblaze B2 bucket in Customer's own account, configured and monitored by Company (Section 4)
Staging	One neutralized Staging Copy of the Managed Instance on Customer's server where the server has at least 8 GB of memory, refreshed on request (Section 4.7)
Monitoring	Uptime, HTTP response, disk, memory, CPU, PostgreSQL health, backup job success, transaction-log archiving for point-in-time recovery, TLS expiry, scheduled action (cron) health, outbound mail queue failures (Section 5.1)
Alerting	Company receives Alerts 24 hours a day. Customer receives Alert summaries by email if elected on the Order Form
Incident response	Response and work toward resolution under the priorities in Section 7, and around-the-clock Priority 1 Response where Customer orders the Outage Response Add-on (Section 7.6)
Small-Fix Hours	The monthly block under Section 6
Odoo minor updates	Application of Odoo point releases for the installed major version on a schedule agreed in the Support Portal, after a test on a copy. Major version upgrades are a separate SOW
Security	SSH key-only access; firewall; MFA on Company's access paths; quarterly access review; removal of Company personnel access within one Business Day of role change
Reporting	Monthly summary sent to Customer: uptime, Alerts and Incidents, backups taken and tested, updates applied, Small-Fix Hours used, included, and carried forward (Section 6.2a), and the daily counts of companies, branches, and internal users with the Peak Counts for the billing period (Section 11.2a)

4. Backups

4.1 **Schedule and retention.** Unless the Order Form states otherwise: database dump and filestore sync at least once every 24 hours; retention of 30 daily restore points, each kept for 30 days and then removed automatically by the bucket's lifecycle rule. No weekly or monthly restore points are kept.

4.1a **Point-in-time recovery.** In addition to the daily restore points, Company continuously archives the database's transaction logs to the same bucket. This allows the database to be restored to a moment Customer chooses within the most recent 29 days, up to the most recent archived log, and not only to a daily restore point. Point-in-time recovery applies to the database; the filestore (attachments) is restored from the daily sync nearest to the chosen moment. If archiving to the bucket fails while the server's disk is nearly full, the server stops keeping the unarchived logs so that production keeps running; point-in-time recovery then has a gap from that moment until the next daily base backup, and Company's monitoring raises a Priority 1 Alert (Section 5.2).

4.2 **Location and ownership.** Backups are stored in a Backblaze B2 bucket in Customer's own Backblaze account, encrypted at rest, and billed to Customer directly. Customer grants Company a key limited to

that bucket for configuring, monitoring, and test restores. Customer holds full control of the bucket and may download any backup at any time. The backup job runs on the Customer Environment and keeps running if the Managed Odoo subscription ends. If Company detects failing uploads (for example, a lapsed Backblaze payment), it notifies Customer promptly. Backblaze holds the backups under Customer's own agreement with it and may delete them under its terms, for example after non-payment; Company has no relationship with Backblaze regarding Customer's account and cannot recover backups Backblaze has deleted.

4.3 **Test restores.** Company performs a test restore of the most recent backup to a non-production location at least monthly and records the result in the monthly report. This is the "tested restore per the runbook" referred to in MSA Section 12.4.

4.4 **Region.** Backups are stored in the Backblaze region that Customer selects when it creates its own Backblaze account. Company suggests US East by default, and an EU region on request.

4.5 **Limits.** Backups cover the Managed Instance only. They do not cover third-party services (email provider, payment processors, external file stores) or data Customer keeps outside Odoo.

4.6 **Restores on request.** Customer may request a restore, including a restore to a chosen moment under Section 4.1a, through the Support Portal. Restores to a non-production copy count against Small-Fix Hours. Restores to production require written approval from a Customer authorized contact and are performed by a human at Company.

4.7 **Staging Copy.** Where the server that runs the Managed Instance has at least 8 GB of memory (RAM), the monthly fee includes one Staging Copy of the Managed Instance, run on that server in the Customer Environment, so that Customer can test changes and updates without affecting production. Company builds it from a backup and neutralizes it by switching off outgoing email, scheduled actions, payment providers, and the other outside connections covered by Odoo's neutralization and the Runbook; Customer tells Company about any other integration that should be switched off. Company refreshes the Staging Copy from the latest backup when Customer asks in the Support Portal. Time spent setting up and refreshing the Staging Copy counts against Small-Fix Hours. The Staging Copy shares the server's resources with production; if it needs more disk or memory than the server has, Company tells Customer in a Ticket before any change to the server.

5. Monitoring, Alerting, and Maintenance

5.1 **Monitoring interval.** A watcher server that Company runs outside Customer's network, separately from Company's other monitoring, checks every minute that the Odoo service answers over HTTPS (including Odoo's database health check where the installed version provides one) and that its TLS certificate is valid. Company's other monitoring also checks uptime, HTTP response and TLS expiry from outside Customer's network every 5 minutes, and checks disk, memory, CPU, PostgreSQL health, backup job success, transaction-log archiving, pending security updates, scheduled action (cron) health and outbound mail failures every 15 minutes.

5.2 **Alert handling.** Company triages Alerts during Business Hours and on a best-effort basis outside them, and around the clock for Priority 1 Alerts where Customer has ordered the Outage Response Add-

on (Section 7.6). An Alert opens a Ticket automatically, or updates the open Ticket for the same Incident. An Alert that the Managed Instance is down, that its disk is critically full, that its TLS certificate has expired, or that point-in-time recovery is at risk (transaction logs waiting more than 2 hours to be archived, or logs removed under Section 4.1a) is Priority 1. For Priority 1 Alerts, Company's paging system notifies Company's on-call person by text message and telephone call, at any time where Customer has ordered the Outage Response Add-on and otherwise during Business Hours.

5.2a **Automated first response.** When a Priority 1 Alert is raised, Company's systems may run a read-only diagnosis of the Managed Instance and then take only the following actions, each limited in number per Incident and per hour and each recorded in the Ticket: (a) restart the Odoo service; (b) restart or reload the web server (reverse proxy), after checking that its configuration is valid; (c) restart the web server so that it re-issues an expired TLS certificate; and (d) when the disk is at least 95 percent full, delete rotated (old) log files of the operating system, Odoo and the web server, and Odoo session files, older than a set number of days (at least 3), from a fixed list of locations. Deleting session files signs out users who have been idle for that period. These actions are limited to the services and files listed; the database, the filestore and the backups are left as they are. Any other step is taken by a person at Company. Customer authorizes these actions as part of the Managed Odoo service.

5.3 **Scheduled maintenance.** Company will give at least 48 hours' notice in the Support Portal of maintenance that requires downtime, and will schedule it outside Customer's Business Hours where practical. Emergency security patches may be applied with shorter notice, with a Ticket explaining why.

5.4 **Customer notification.** Company will notify Customer's authorized contact of any Incident that affects the Managed Instance for more than 15 minutes, and will post a short post-incident summary in the Ticket for Priority 1 Incidents.

6. Small-Fix Hours

6.1 **Block.** The monthly fee includes Small-Fix Hours of 2 hours for each company plus 15 minutes for each internal user in the Managed Instance, pooled across the Managed Instance. The Order Form states the resulting hours on its date; for each billing period, the hours follow the Peak Counts used for that period's monthly invoice (Section 11.2a).

6.2 **What counts.** Time spent on Customer requests other than the included operations in Section 3: configuration questions, small code fixes, report tweaks, user access changes, data corrections, restores to copies, and investigation of application behavior. Time spent responding to Incidents caused by the Customer Environment or by third parties also counts. Time spent on Incidents caused by Company's own error does not count.

6.2a **How usage is measured.** Small-Fix Hours used are taken automatically from the time Company's personnel log on Customer's Tickets (the timesheet entries on each Ticket); they are not recorded separately by hand. Each Ticket shows the time logged on it, and Customer can see that time in the Support Portal. Time spent on an Incident caused by Company's own error is logged on the Ticket but is not counted against Small-Fix Hours or billed (Section 6.2). The monthly summary (Section 3) shows, for the billing period, the Small-Fix Hours used, the hours included, and the hours carried forward (Section 6.4).

6.3 **AI Agent time.** Time the AI Agent spends on read-only diagnostics and Pre-Approved Actions is not charged against Small-Fix Hours. Human review and human-performed work is charged.

6.4 **One-month carry-forward.** Small-Fix Hours left unused at the end of a monthly billing period (Section 11.2) carry forward to the next billing period only, where they are used first and form part of the block for Section 6.5. Carried-forward hours left unused at the end of that next period expire. Small-Fix Hours have no cash value, and any unused hours end with the subscription.

6.5 **Overage.** Work beyond the block, measured from the time logged on Tickets under Section 6.2a, is billed at the overage rate on the Order Form, in 15-minute increments, invoiced monthly in arrears. Company will warn Customer in the Ticket before exceeding the block, and will not exceed it by more than 2 hours without Customer's approval.

6.6 **Not small fixes.** Work estimated at more than 8 hours, new modules, integrations, major version upgrades, and de-Enterprise projects are quoted separately by SOW.

7. Support Hours, Priorities, and Response Targets

7.1 **Support hours.** Business Hours. Outside Business Hours, Company monitors Alerts and responds to Priority 1 Tickets on a best-effort basis, or within the target in Section 7.6 where Customer has ordered the Outage Response Add-on.

7.2 **Priority definitions and targets.**

Priority	Definition	Response target (during Business Hours)	Update frequency
P1	Managed Instance unavailable to all users, or data loss in progress, or security incident affecting Customer Data	1 Business Hour (1 hour at any time with the Outage Response Add-on, Section 7.6)	Every 4 Business Hours until resolved or downgraded
P2	A core business function (invoicing, orders, manufacturing, or as agreed) is unavailable or materially impaired for multiple users with no workaround	1 Business Day	Every Business Day
P3	Any other request: single-user issues, questions, small fixes, cosmetic issues, requests with a workaround	3 Business Days	As progress is made

Company assigns priority based on these definitions and may re-classify a Ticket with an explanation. Customer may ask for a review of the classification.

7.3 **Clock rules.** The Response clock starts when the Ticket is created in the Support Portal, or when an email to Company's designated support address from a contact of Customer registered with Company is received by Company's ticket system (not by phone, text, or email sent to any other address), runs only

during Business Hours, and pauses while Company is waiting for Customer information, approval, or access (MSA Section 4.5). Section 7.6(c) sets the clock for Priority 1 Incidents under the Outage Response Add-on.

7.4 **Resolution.** Company does not commit to resolution times, because resolution often depends on Odoo, third parties, or Customer decisions. Company will work P1 Incidents continuously during Business Hours until resolved.

7.5 **Uptime target.** For a Managed Instance that runs on a Hetzner Cloud server in Customer's Hetzner project, or on Interim Hosting under MSA Section 4.8, Company targets 99.9 percent availability of the Odoo service in each calendar month. Availability is the percentage of minutes in the month during which the Odoo login page responds to Company's external checks (Section 5.1), excluding Excluded Downtime.

(a) **Excluded Downtime** means: scheduled maintenance announced under Section 5.3, and emergency security maintenance under that Section; outages of Hetzner, Backblaze, Cloudflare, Customer's domain or email providers, the internet, or upstream networks that Company could not reasonably have prevented; the events listed in Section 8 as not covered by the monthly fee; any pause or suspension under Section 10; and force majeure events under MSA Section 17.4.

(b) **Scope.** The target applies to the Odoo service on cloud servers operated by Company. It does not extend to Customer-Hosted Hardware (MSA Section 4.9), where Customer controls the hardware, site, and network.

(c) **Nature of the target.** The uptime target is a service commitment, not a warranty. No service credits are given, and MSA Sections 12.5 and 12.7 continue to apply. Company reports measured availability in the monthly summary (Section 3).

(d) **Support Portal.** The Support Portal itself carries a separate 99.5 percent monthly availability target under the Portal Terms.

7.6 **Outage Response Add-on.** Customer may order the Outage Response Add-on for a Managed Odoo subscription on the Order Form, or later by a Ticket from an authorized contact.

(a) **What it adds.** Company gives a Response to Priority 1 Incidents (the Managed Instance unavailable, or Customer Data at risk through data loss in progress or a security incident, as defined in Section 7.2) within 1 hour at any time, 24 hours a day, 7 days a week, including weekends and holidays. Priority 2 and Priority 3 Tickets keep the Business Hours targets in Section 7.2.

(b) **How to report a Priority 1 Incident.** Customer may report a Priority 1 Incident at any time by (i) opening a Ticket in the Support Portal with priority P1; (ii) emailing Company's designated support address from a contact of Customer registered with Company, with a subject line that begins with "P1"; (iii) calling 515-644-1400; or (iv) calling Customer's Direct Emergency Line (Section 7.6(h)). A Priority 1 Alert from Company's monitoring (Section 5.2) starts the clock in the same way. Other emails are handled as Priority 3 Tickets until Company re-classifies them under Section 7.2. A Response given by telephone counts as a Response, and Company records telephone reports and Responses in the Ticket.

(c) **Clock.** For Priority 1 Incidents under the add-on, the Response clock runs continuously. It starts when the Ticket is created, the email is received by Company's ticket system, a call to either number in Section 7.6(b)(iii) or (iv) is answered, a voicemail message left on either of those numbers states the caller's name, Customer's name and a call-back number, or the Alert is raised, whichever is first, and it pauses as Section 7.3 provides while Company waits for Customer.

(d) **Work after Response.** Section 7.4 applies to resolution, and Section 6.2 to the time spent.

(e) **Fee and start.** For each Managed Odoo subscription, per month, the greater of USD 150 or USD 7.50 for each internal user (so USD 150 covers up to 20 internal users), billed with the monthly fee on the same billing day, in advance, with no proration (Section 11.2). Internal users are counted in the same way as for the monthly fee, and each monthly invoice charges the add-on on the Peak Count of internal users used for the monthly fee on that invoice (Section 11.2a). Sales tax applies as it does to the monthly fee. When ordered with the subscription, the add-on starts on the start date (Section 11.1) and is billed from the first monthly invoice. When ordered later, the add-on starts when Company confirms in the Ticket that it is switched on, and it is first billed on the next billing day; the days before that billing day are not charged.

(f) **Ending the add-on.** Customer may end the add-on by a Ticket from an authorized contact. It then ends on the day before the next billing day, or on an earlier day Customer names in the Ticket, and it is not included on monthly invoices issued after it ends; fees already invoiced are not refunded. Company may end the add-on on 30 days' notice in the Support Portal. The add-on ends with the Managed Odoo subscription, and for a final period under a notice of termination it is billed on the same basis as the monthly fee.

(g) **Customer-Hosted Hardware.** For Customer-Hosted Hardware, Section 8 continues to apply to hardware, site, and network failures.

(h) **Direct Emergency Line.** While the add-on is in effect, Company assigns Customer a telephone number of its own, given to Customer's authorized contacts at onboarding or when the add-on is switched on, that rings Company's on-call person directly at any time. The Direct Emergency Line is for reporting Priority 1 Incidents only; other requests go through the Support Portal or email. A call to it is a report under Section 7.6(b)(iv), and the Response target and clock rules in Sections 7.6(a) and 7.6(c) apply to it as to a call to 515-644-1400. Company may change the number on notice to Customer in the Support Portal.

8. Exclusions

The following are not covered by the monthly fee and are billed separately, either by change order or at the overage rate:

- Incidents or work caused by changes made outside the Support Portal by Customer or its other vendors (MSA Section 4.6).
- Incidents caused by Customer's non-payment to Hetzner, Odoo S.A., a domain registrar, or an email provider.
- Incidents caused by Customer's revocation or restriction of Company's access.

- For Customer-Hosted Hardware (MSA Section 4.9): hardware, disk, power, cooling, network, internet connection, hypervisor, and site failures, and operating system issues where Customer's IT staff controls updates. Response targets do not apply to these. Recovery to a Hetzner Cloud server under MSA Section 4.9(f) is billed hourly.
- Odoo Enterprise licensing, subscription code, or expiration banner issues; Customer deals with Odoo S.A. directly.
- Major version upgrades, de-Enterprise projects, new modules, and integrations.
- Data cleanup, accounting reconciliation, and bookkeeping.
- Support for software on the VM that Company did not install.
- End-user training beyond answering questions within Small-Fix Hours.
- Recovery from a security incident caused by Customer credentials being compromised, beyond the initial containment steps Company takes as part of Incident response.

9. Customer Responsibilities

1. Keep the Hetzner account paid and in good standing, and keep the Hetzner API Token delivered to Company in place with the agreed permissions.
2. Keep the Odoo Enterprise subscription valid, if applicable.
3. Open Tickets through the Support Portal or by email to Company's designated support address, rather than by phone, text, or email to a personal address, so that priorities and logs apply. Where Customer has ordered the Outage Response Add-on, Priority 1 Incidents may also be reported by phone, including on the Direct Emergency Line, under Section 7.6(b).
4. Name an authorized contact who can approve production changes and restores.
5. Route all changes to the Managed Instance through the Support Portal, or notify Company in a Ticket before making them.
6. Respond to Company's requests for information or approval within a reasonable time; response targets pause while Company waits.
7. Keep a copy of every credential Company hands over, and download backups periodically.

10. Pause and Suspension

Service obligations pause under MSA Section 4.5 (access removed, including by deleting the Hetzner API Token, or Hetzner suspended) and may be suspended under MSA Section 7.9 (non-payment). During a pause or suspension, monitoring and backups may stop, no response targets apply, and fees continue.

11. Onboarding and Offboarding

11.1 **Onboarding.** Company will complete onboarding (access, monitoring, first backup, first test restore, Runbook in repository) within 10 Business Days of receiving the Hetzner API Token through the Secure Link and the other accesses listed in MSA Section 4.2. The monthly fee starts on the start date, which is: (a) for a Customer whose Odoo already runs on its own server, the signup date; (b) where Customer is moving to Company from another host under a Rescue and Rehost Statement of Work, the Cutover date (the day Customer's production Odoo goes live on the Customer Environment); or (c) if Customer's production Odoo is moved onto Company's interim servers before Cutover (MSA Section 4.8), the day

production moves onto them. Before the start date, Customer pays only the project milestones and any Interim Hosting charges under MSA Section 4.8.

11.2 **Billing date.** The monthly fee is billed each month on the same day of the month as the start date (the anniversary day), in advance, for the month that begins on that day. The first month is billed in full on the start date; no fee is prorated. In a month that has no such day (for example, the 31st), the fee is billed on the last day of that month.

11.2a **Daily counts; billing on the peak.** Company's read-only counting tool, running on the Customer Environment, automatically counts the companies, branches, and internal users in the Managed Instance every day. Each monthly invoice uses, for each of those three counts, the highest count recorded on any day of the billing period that ends on the day before that invoice's billing day (the Peak Counts); the first invoice, issued on the start date, uses the counts stated on the Order Form when the start date is the signup date, and otherwise the counts taken on the start date. If the count fails on a day, that day is skipped. If no count succeeds during a billing period, the invoice uses the most recent successful count. The Peak Counts set the monthly fee, the Small-Fix Hours under Section 6.1, and the Outage Response Add-on fee under Section 7.6(e) for the billing period the invoice covers. The invoice lists the Peak Counts next to the prices, and the monthly summary (Section 3) shows each day's counts for the period.

11.3 **Offboarding.** On termination, MSA Section 8.5 applies: final backup, credential handover, Runbook, and access removal within 10 Business Days at no charge.

12. Changes to This Document

Company may update this Service Description on 30 days' notice under MSA Section 17.8. If a change materially reduces the included services, Customer may terminate the subscription without waiting out the 30-day notice period in MSA Section 8.2, by written notice within the 30 days.