

# Terms for ezeep Cloud- and Support Services

## 1 General

These terms are part of the Terms and Conditions of ezeep.com which can be found here: <https://www.ezeep.com/terms>.

## 2 SUPPORT SERVICES

### 2.1 Scope of Support Services

Subject to the limitations set forth in these terms, we will provide you with telephone and email Support Services at our standard level of service unless we have agreed upon a different service level with you.

### 2.2 Availability

Phones and emails are answered during the times set forth in your service level. Support availability may occasionally vary from stated hours due to downtime of systems and circumstances beyond our control. Phone support requests will be handled in the order in which they are received. Email support requests will be processed within the time period stated in your service level.

### 2.3 Restrictions

- a) ezeep has no obligation to provide Support Services if your account has payments outstanding.
- b) We will provide Support Services only for the Services that you subscribed to.
- c) Support availability for a particular software or product version is subject to change at any time without notice.
- d) We may limit or terminate Support Services or may elect not to renew additional Support Services if you use the Support Services in an irregular, excessive, abusive or fraudulent manner or use the Services with third party software that is determined in our sole discretion to be incompatible. Examples of such use include a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in the User Guides, and discussion of issues that are not related to technical support.
- e) Resale or transfer of access to Support Services is strictly prohibited and will be grounds for termination or non-renewal of Services.

## 3 SERVICE LEVEL AGREEMENT

The ezeep service will be operational and available to you at least 99.9% of the time on an average and yearly basis. This ezeep SLA states your sole and exclusive remedy for any failure by us to meet the ezeep SLA.

### 3.1 Exclusions

- a) ThinPrint points out that this SLA excludes “Force Majeure” events – events outside of ThinPrint’s reasonable control. This includes actions of third parties, ThinPrint

does not control, technical aspects of the internet as such, and availability and reliability of your infrastructure, including and particularly output devices (printers, etc.) that are connected to and used through ezeep. Hardware and software in use by you can also have a negative impact on our Service and this downtime is excluded as far as any of these aspects have an impact on the Service.

- b) Any planned downtime of which ThinPrint provides 24 or more hours notice. We will use commercially reasonable efforts to schedule all planned downtime during the hours from 6pm Friday to 3am Monday CET.
- c) Any period of unavailability lasting less than 15 minutes.
- d) The ezeep SLA does not apply to any Services that expressly exclude this ezeep SLA.
- e) The ezeep SLA does not apply to accounts with past due invoices.

### 3.2 Customer Obligations

If ThinPrint does not meet the ezeep SLA, and if you meet your obligations under this ezeep SLA, you will be eligible to receive the Service Credits described below.

### 3.3 Definitions

The following definitions shall apply to the ezeep SLA:

- "Downtime" means, if there is more than a five percent user error rate. Downtime is measured based on server-side error rate.
- "Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- "Service" means the ezeep service as provided by ThinPrint to you under these Terms.

### 3.4 Service Credits

Service Credit is dispensed based on the monthly uptime percentage as follows:

- <99.9% - >=99% = 6 service credits
- <99.0% - >=95% = 25 service credits
- <95.0% = 50 service credits

Each service credit reflects one day of ezeep service that is added to the end of the service term at no charge to you.

### 3.5 Service Credit Claim

- a) In order to receive any of the Service Credits described above, you must notify us within thirty days from the time you become eligible to receive a Service Credit. Failure to comply with this requirement will forfeit your right to receive a Service Credit.
- b) The aggregate maximum number of Service Credits to be issued by us to you for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of your term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

## 4 PAYMENTS, REFUNDS AND CANCELLATIONS

### 4.1 Billing & Payments:

- a) You must be authorized to use the payment method that you provide us with.

- b) You authorize us to charge you for the Services using your payment method and for any paid feature of the Services for which you sign up or use.
- c) You must keep all information in your billing account current. You may change your payment method at any time.
- d) If ezeep is unable to successfully charge your credit card or payment account for fees due, ezeep reserves the right to revoke or restrict access to your infrastructure and content and the Services, delete your stored content and infrastructure, or terminate your account.
- e) We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services.
- f) We may bill you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription Services.
- g) All Services automatically renew for a consecutive interval, which is identical to the initial term, unless cancelled by either Party in accordance with the regulations in these Terms. We may bill you simultaneously for more than one of your prior billing periods.
- h) Based on the country stated in invoice, fees are billed in Euros or US Dollars.
- i) Payments are due to us by the date stated on the invoice.
- j) If payment is not received by us on the due date, your account may be frozen, inaccessible, and all infrastructure may be turned off until all outstanding payments have been received and processed.

## 4.2 Fees

- a) The fees applicable for the Services are available on the Website and/or in ezeep's then-current and applicable published price list or order form. You shall be responsible for any taxes, including, but not limited to, sales, use, gross receipts, and ad valorem taxes, duties or similar charges imposed on the Software or Services, and for all other charges (for example, data charges and currency exchange settlements).

In addition to any fees we charge, you may still incur charges incidental to using the Services, for example, charges for Internet access, data roaming, and other data transmission charges.
- b) We'll notify you in advance, either through the Services or to the email address you have most recently provided to us, if we change fees applicable to the Services to which you subscribed. If there's a specific length and price for your Services offer, that price will remain in force for that time. After the offer period ends, your use of the Services will be charged at the new price. If your use of the Services is on a periodic basis (for example, monthly) with no specific length, we'll notify you of any price change at least 30 days in advance.
- c) If you don't agree with fee changes, you must cancel and stop using the Services.

## 4.3 Cancellation

- d) If you decide to cancel the Services, you must provide such notice via email to [hello@ezeep.com](mailto:hello@ezeep.com) or a written letter to Cortado Inc. d/b/a ezeep, Inc. 3858 Walnut St, Suite 130, Denver, CO 80205, USA prior to the conclusion of your current service period, whether monthly, yearly, or otherwise. If you cancel, your Services end (a) at the end of your current Services period or, (b) if we bill your account on a period basis, at the end of the period in which you cancelled. If you fail to cancel as required, we will automatically renew the Services for the same term and will charge

your payment information on file with us commencing on the first day of the renewal term.

#### 4.4 Refunds

- e) Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable. This includes accounts that are renewed. If you have paid to use the Services and we terminate the Services without cause or materially downgrade the functionality of the Services, we will provide you with a pro rata refund of any pre-payment.

### 5 SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

- a) We reserve the right to temporarily suspend or terminate your access to the Services at any time in our sole discretion, without incurring liability of any kind to you for:
  - (i) your actual or suspected violation of our terms;
  - (ii) your use of the Services in a manner that may cause ezeep to have legal liability or disrupt others' use of the Services;
  - (iii) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account;
  - (iv) scheduled downtime and recurring downtime;
  - (v) use of excessive storage capacity or bandwidth;
  - (vi) unplanned technical problems and outages; or
  - (vii) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- b) If your access to the Services is suspended or terminated, you may no longer have access to the content or infrastructure managed with the Services.
- c) If, in ezeep's determination, the suspension might be indefinite and/or ezeep has elected to terminate your access to the Services, ezeep will use commercially reasonable efforts, to notify you through the Services. We may also terminate the contract for any reason by providing you 30 days advance notice.

### 6 CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.

- f) By registering with an ezeep service, you understand that we may use your email address to send you communications or information regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) where you agree, promotional information and materials regarding ThinPrint's products and services, via electronic mail.