

Additional Terms for ezeep Cloud and Support Services

The following additional terms and conditions apply to the ezeep cloud and support services. They do not affect the provisions of the General Terms and Conditions.

1. General

These conditions are part of the general terms and conditions of ezeep.com, which are published here: <https://www.ezeep.com/terms>

2. Support Services

2.1 Scope of the Support Services

Subject to the limitations set forth in these Terms, and unless an agreement has been made to provide a different level of service, we will provide support services to you by email and telephone as part of our standard service.

2.2 Availability

- a) Emails will be answered at the times specified in the agreed service level. It may happen that support availability differs from the stated times due to circumstances beyond our control.
- b) Inquiries will be answered in the order in which they are received.
- c) Requests by email are processed within the response time guaranteed in the agreed support level.

2.3 Restrictions

- a) ThinPrint is not obligated to provide support if your account is in default.
- b) We provide support only for the ezeep services you have booked.
- c) The availability of support for a particular software or product version may change at any time without prior notice.
- d) We reserve the right to limit or terminate support or not renew access to the Services if support is abused, excessive, or fraudulent, or if ezeep Services are used in conjunction with software that we classify as incompatible. Examples of such support usage are high number of support requests for already solved problems or general operation questions, repeated questions about information available in our documentation, and discussions unrelated to the ezeep Services.
- e) Resale or transfer of access to the Support Services is prohibited and is grounds for termination or non-renewal of the ezeep Services.

3. Service Level Agreement

The ezeep service has an annual average uptime of at least 99.8%. This ezeep SLA includes all claims for compensation for any failure by us to comply with the ezeep SLA.

3.1 Exceptions

- a) Force Majeure events which are beyond ThinPrint's control are excluded. This includes actions of third parties that ThinPrint does not control, technical aspects of the Internet, and the availability and reliability of your infrastructure, especially your output devices, such as printers, used by ezeep. Your hardware and software may also have a negative impact on ezeep services and downtime resulting from this is also excluded from these SLAs.
- b) Planned downtimes will be announced at least 7 days in advance. In order to minimize the constraints placed on our customers by scheduled downtimes, ThinPrint will make every effort

necessary to minimize the number of scheduled downtimes. The number of scheduled downtimes will be limited to four (4) annually. Planned downtimes will only occur on weekends between Saturday 8 pm and Monday 6 am Central European Time (CET).

- c) Acutely necessary downtimes to fix security-critical problems, provided that they have been announced at least 12 hours in advance.
- d) Unavailability of less than 15 minutes.
- e) The ezeep SLAs are not applicable to ezeep Services that explicitly exclude the SLAs.
- f) The ezeep SLA does not apply to accounts in default.

4. Obligations of The Customer

If ThinPrint fails to meet the availability obligations of this SLA, and you have met your obligations set forth in this SLA, you will be entitled to Service Credits.

4.1. Definitions

The following definitions apply to the ezeep SLA:

"Downtime" means a user error rate greater than 5%. Downtime is determined based on the server-side error rate.

"Monthly Uptime Percentage" means the number of minutes in a calendar month minus the number of minutes in which there was downtime in the same month divided by the number of minutes in the calendar month.

"Service" means the ezeep service as provided by ThinPrint.

4.2 Service Credits

Service Credit are determined based on Monthly Uptime Percentage as follows:

- <99.8% - >=99% = 6 service credits
- <99.0% - >=95% = 25 service credits
- <95.0% = 50 service credits

Each service credit represents an additional day of ezeep service added to the end of that service period at no charge.

4.3 Claiming Service Credits

a) To claim the above service credits, you must notify us within 30 days after a claim arises.

Otherwise, service credits cannot be granted.

b) The maximum sum of all service credits granted within a calendar month cannot exceed 15. Service credits cannot be exchanged for money.

5. Payment, Refunds and Termination

5.1 Invoice & Payment

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

b) You authorize us to charge the payment method provided for the services.

c) You are obliged to keep all payment information up to date. You can change the payment method at any time.

d) If we are unable to bill your credit card or payment account for the fees incurred, we reserve the right to restrict or revoke access to your infrastructure and content and the ezeep services, delete your content and infrastructure, and terminate your account.

e) We may bill: (a) upfront; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription to a service.

- f) We may charge amounts up to the amount you approve, and we will notify you in advance if there are any changes to recurring debits.
- g) All services will automatically renew for a period identical to the initial period as long as neither you nor we exercise our right to cancel as described in these Terms. We may make simultaneous debits for multiple prior billing periods.
- h) Based on the country specified in the invoice, charges will be billed in Euro or US dollar.
- i) Payments are due at the time indicated on the invoice.
- j) If payments are not received by the due date, we reserve the right to restrict or revoke access to your infrastructure and content and the ezeep Services or delete your content and infrastructure until we have cleared any outstanding payments.

5.2 Fees

The fees due for each service are available on our website and/or ezeep's then-current and applicable price list or order form. You are responsible for any additional taxes and fees (e.g., value added tax, customs duties, data fees, or exchange rate fees).

In addition to the fees we charge, there may be other fees associated with the use of the services over which we have no control. E.g., fees for internet access, data roaming and other data transfer fees. We will inform you in advance if we change the fees for the services you have booked. This information can be communicated either through the services or by sending an email to the email address provided by you. If there is a fixed contract period and price for the booked ezeep service, the price will not change before the expiration of the agreed time. After the expiration of the agreed time, the services will be charged with the new price. If the services are used on a recurring basis (e.g., monthly) without a fixed duration, we will inform you about price changes at least 30 days before they take effect.

If you do not agree to a price change, you must cancel and stop using the services.

5.3 Cancellation

If you decide to cancel the Services, you must notify us prior to the end of the current service period by email to hello@ezeep.com or letter to ThinPrint Inc. d/b/a ezeep, Inc. 3858 Walnut St, Suite 130, Denver, CO 80205, USA.

In the event of termination, the services will terminate either

- (a) at the end of the current service period
 - (b) or if we bill your account periodically, at the end of the period in which the termination occurred.
- If you fail to cancel as required, the services will automatically renew, and your payment method will be charged for the new service period.

5.4 Refunds

All services are paid in advance for the selected service period (monthly, annually or otherwise agreed). There is no general right to a refund. This includes accounts that have been renewed. If we stop providing a service you have paid for without cause, or provide that service with substantially reduced functionality, we will refund paid fees on a pro-rata basis.

6. Suspension and Prohibition of The Use of The Services

- a) We reserve the right, at any time, to temporarily suspend or permanently prohibit access to the Services if at least one of the following reasons applies:
 - (i) the violation or suspected violation of these terms

- (ii) use of our services in a manner that could either create legal liability for us or interfere with others' use of the Services
 - (iii) the suspicion or detection of malicious software, viruses or other malicious code by you or your account
 - (iv) planned downtimes and recurring downtimes
 - (v) excessive use of storage or bandwidth capacity, especially very large print jobs far in excess of reasonable usage, such as activities that are indistinguishable from cyberattacks
 - (vi) unplanned technical problems and failures, or
 - (vii) if you have ceased doing business or are in bankruptcy or similar proceedings.
- b) If your access to the services is suspended or prohibited, you may no longer access the content or infrastructure of the services.
- c) If ezeep determines that the suspension or prohibition is indefinite, ezeep will take commercially reasonable steps to notify you. We may also prohibit use of the Services without cause upon 30 days' prior notice.

7. Consent to Electronic Communication and Advertising

By registering for an ezeep service, you allow us to send you emails with information about that service. These emails may include communications of

- (a) information about your use of the services, including notices of violations in use,
- (b) updates, and
- (c) if you consent, promotional information and materials regarding ThinPrint's products and services.

Issued: September 2021