Terms & Conditions

ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

The execution of this document constitutes the Client's express, full and unconditional acceptance of Arche TI's **Terms and Conditions**, as attached hereto as an appendix and also available at the following addresses:

[Termes et Conditions.](#) (PDF)

or

https://archeti.com/terms (HTML)

By signing this document, the Client acknowledges having read, understood, and accepted said Terms and Conditions without reservation. The Terms and Conditions form an integral and indivisible part of this agreement.

It is expressly specified that the following pages may contain information provided for informational or explanatory purposes only. Under no circumstances shall they replace, limit, or override the Terms and Conditions, which shall prevail in the event of any inconsistency.

Terms & Conditions

1. SERVICES PROVIDED

1.1. Distinction Between Arche TI and Odoo SA

It is expressly acknowledged that Arche TI and Odoo SA are two separate legal entities, each having distinct roles and responsibilities in connection with the provision of the Odoo software and related services.

Accordingly:

Odoo SA, a company governed by the laws of Belgium (hereinafter referred to as the "Publisher"), is the publisher of the Odoo software. The Publisher is solely responsible for the development, evolution, lifecycle, licensing pricing, and standard functionalities of the Odoo software.

Arche TI acts as a Gold Certified Partner integrator of the Odoo software for its clients. In this capacity, Arche TI provides consulting, integration, configuration, setup, training, and, where applicable, custom development services, in accordance with the scope defined in the quotation accepted by the Client.

Where required and contractually agreed upon, Arche TI may adapt standard Odoo functionalities or develop additional functionalities. Such interventions are subject to prior agreement, estimation, and separate billing.

Arche TI shall not be held responsible for the absence of certain functionalities in the Odoo software. Any reference to functionalities available in other software or assumed to be "standard" in the market shall not, under any circumstances, constitute an obligation for Arche TI to develop, adapt, or provide such functionalities, unless expressly agreed to in writing in the quotation or a contractual appendix.

1.2. Services Provided

Arche TI agrees to provide the Client with the information technology services described in the quotation or proposal document accepted by the Client (the "Quotation").

The services are performed under an **obligation of means**, in accordance with industry best practices, professional standards, and based on the knowledge, skills, and resources available at the time the services are rendered.

In consideration thereof, the Client agrees to pay Arche TI the price set out in the Quotation, together with all applicable taxes, duties, and fees, in accordance with the payment terms set forth in the Quotation and the Terms and Conditions.

1.3. Out-of-Scope Services and Change Requests

Any service, functionality, or intervention not expressly described in the Quotation shall be deemed an **out-of-scope request** relative to the initial project scope.

A **change request** includes, without limitation:

- any modification to the standard operation of the Odoo software;
- any modification, adjustment, or evolution of a custom development already performed by Arche TI.

Where the Quotation includes a block or reserve of hours (the "Contingency") intended to cover unplanned requests, any out-of-scope request or change request shall first be deducted from such Contingency. Once exhausted, additional services shall be billed at the hourly rate specified in the Quotation.

Any out-of-scope request or change request must be submitted **in writing** and approved **jointly** by Arche TI's sales department and the project manager in charge of the mandate prior to execution. Failing such prior approval, Arche TI reserves the right to refuse or defer the execution of the request.

1.4. Training

Where applicable, the Quotation specifies a number of training hours, allocated by functional area (including, without limitation, purchasing, sales, accounting, inventory, manufacturing).

These training hours are estimated based on average durations typically required for projects of similar nature and complexity at Arche TI and are provided for informational purposes only. Actual requirements may vary depending on the Client's level of preparation, involvement, and user availability.

Any additional training hours requested or required shall be billed at the hourly rate specified in the Quotation.

Any telephone call, videoconference, or email relating to the use, understanding, or operation of the Odoo software or custom developments may be considered a **training request** and billed as such.

Participation by the Client in a training session, whether conducted remotely or on-site, constitutes acceptance of both the training and its billing.

Arche TI shall not be held responsible for:

- the loss or lack of knowledge transfer within the Client's organization, including due to the temporary or permanent departure of employees;
- the forgetting of information previously provided during earlier training sessions;
- questions not asked by the Client during training sessions.

Unless expressly stated otherwise in the Quotation, Arche TI does not provide any additional documentation other than that made available by the Odoo software publisher at: https://www.odoo.com.

1.5. Hosting

1.5.1. General Provisions

Unless expressly stated otherwise in the Quotation, the Client's databases and related backups are hosted in data centers located in Montréal (Québec, Canada).

Hosting infrastructures are operated by a specialized third-party provider, **Leaseweb**, which applies industry-recognized best practices and certifications for data center operations.

Arche TI acts as an intermediary and manager of the hosting environment as part of the services provided and does not own the underlying physical infrastructure.

1.5.2. Backups and Disaster Recovery

Arche TI implements a backup policy including:

- ten (10) full backups:
    - one (1) daily backup retained for six (6) days
    - one (1) weekly backup retained for three (3) weeks
    - one (1) monthly backup retained for one (1) month.

Data is backed up on the primary environment and on a secondary server located in a separate data center.

In the event of a major incident affecting only the Client's environment:

- **RPO (Recovery Point Objective)**: twenty-four (24) hours
- **RTO (Recovery Time Objective)**: four (4) hours.

In the event of a major incident affecting an entire data center:

- **RPO**: twenty-four (24) hours
- **RTO**: twenty-four (24) hours.

These objectives constitute reasonable service targets and not absolute guarantees.

1.5.3. Security

Arche TI implements security measures consistent with generally recognized industry standards, including:

- SSL encryption using 256-bit keys;
- password protection using industry-standard hashing algorithms (PBKDF2 combined with SHA-512);
- secured systems running up-to-date Linux distributions with applicable security patches;
- data isolation through dedicated and segregated client databases.

1.5.4. Limitations

The Client acknowledges that no information system is risk-free. Arche TI does not guarantee uninterrupted availability, total absence of incidents, or perfect data restoration in all circumstances.

1.6. Bugs

1.6.1. Definition

A **bug** is defined as a malfunction or abnormal behavior of the software.

An anomaly is a behavior that deviates from:

- expected behavior; or
- functional specifications expressly defined and validated in the Quotation or contractual documentation.

Excluded from the definition of a bug:

- use cases not initially planned;
- adjustment, improvement, or modification requests;
- any out-of-scope or change request.

A bug includes, without limitation:

- unexpected error messages;
- incorrect calculations;
- behavior not compliant with validated specifications.

1.6.2. Responsibility

Arche TI shall not be held responsible for bugs or malfunctions resulting from:

- the Client's hardware, network, infrastructure, or IT environment
- bugs attributable to the Odoo Publisher
- third-party modules or applications
- developments performed by third parties
- configurations or modifications made by the Client, including via Odoo Studio.

1.6.3. Bug Management

Bugs attributable to the Publisher may be reported directly by the Client through https://www.odoo.com/help, provided the Client has an active license.

Otherwise, Arche TI's involvement shall be billable.

Custom developments are guaranteed for **thirty (30) days** following production deployment. Bugs discovered within this period shall be corrected at no additional cost. Bugs identified thereafter shall be corrected and billed at the applicable hourly rate.

1.7. Security Vulnerabilities

The Odoo Publisher periodically releases information regarding identified security vulnerabilities and corresponding fixes.

Arche TI shall not be held responsible for:

- failure or delay by the Publisher in communicating such information;
- newly discovered or undisclosed vulnerabilities;
- data breaches, intrusions, or data compromise, except in cases of gross negligence or willful misconduct by Arche TI.

The Client remains solely responsible for access management, password quality, and internal security practices.

1.8. Review, Testing, and Approval Process

At the conclusion of each service phase, the Client shall review and approve or reject deliverables within **ten (10) days**.

Failure to respond, or use of deliverables, constitutes acceptance.

Rejections must be detailed and submitted in writing. Arche TI shall have ten (10) days to correct valid issues or respond in case of disagreement.

2. OBLIGATIONS

2.1. Client Obligations

The Client agrees to:

- provide complete and accurate information required for the mandate
- designate Arche TI as its Odoo integrator
- ensure legal compliance of provided data
- remain responsible for its systems and data
- pay all services and reimbursable expenses per the Quotation and Terms and Conditions.

2.2. Arche TI Obligations

Arche TI agrees to:

- perform services professionally and in accordance with industry best practices
- comply with the accepted Quotation and specifications
- assign qualified resources to the mandate.

2.3. Payment Terms

Invoices shall be paid in accordance with the payment terms specified in the Quotation. Late payments may result in service suspension, interest charges, and refusal of additional services.

2.4. Payment Methods

Payments shall be made electronically (Interac or direct deposit). Cheque payments are accepted exceptionally and subject to a **$20.00 administrative fee**.

2.5. Work Outside Normal Business Hours

Any intervention outside normal business hours, including evenings, weekends (Saturday and Sunday), and statutory holidays, shall be billed at a **50% surcharge**, with a **minimum of three (3) hours**, regardless of actual duration.

Such requests must be submitted in writing at least **fifteen (15) days in advance**, except in justified emergency situations.

2.6. Invoice Disputes

Invoices must be disputed within **ten (10) days** of receipt. Non-payment does not constitute a valid dispute. Continued service requests imply acceptance.

2.7. Dispute Resolution

The parties agree to attempt amicable resolution in good faith before pursuing legal remedies.

2.8. Interest

Any overdue amount shall bear interest at **2.00% per month**, equivalent to **24.00% annually**, from the due date until full payment.

2.9. Security Deposit

Upon execution of this agreement, the Client shall pay a **15.00% security deposit** based on the pre-tax amount of the Quotation. This deposit is a condition precedent to service commencement and shall be applied to final invoices.

The Terms and Conditions are attached and available online at:

: https://archeti.ca/terms_conditions.pdf)