



PARTOO TERMS AND CONDITIONS

(Enterprise Customers)

This Terms and Conditions and its exhibits (hereinafter, the “**T&C**”) together with the Order Form or Business Proposal signed by the Customer constitute the contract (hereinafter, the “**Contract**” or “**Agreement**”) that will govern the relationship between Partoo’s contracting entity identified in the Annex 1 of this T&C or Business Proposal signed by the Parties (“**Partoo**”) and its customers with more than fifteen (15) points of interest (“**POIs**”) (hereinafter, “**Enterprise Customers**” or individually the “**Customer**”). Partoo and Customer are each individually referred to herein as a “**Party**,” and collectively as the “**Parties**”.

Partoo offers its customers an interface to manage the visibility and e-reputation of their points of interest efficiently and easily, through a Software-as-a-Service (SaaS) type solution.

Customer wishes to use the Services as set forth under this Agreement.

Customer has obtained all the information it could require and received all presentations it could wish in order to have a clear understanding of the Services and to validate that said Services are suited to its organization, needs and objectives.

By accepting this T&C, by (i) executing a Business Proposal, Order Form and/or amendment that references this T&C; (ii) paying the fees defined in an invoice that refers to this T&C; or (iii) clicking a box indicating acceptance of Partoo’s terms and conditions, the Parties agree to the terms of this document, which governs Customer’s use and access to Partoo Applications and/or Services. If the individual is accepting this Agreement on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions. In this case, the term “**Customer**” shall refer to such entity and its affiliates. Otherwise, if the individual accepting this Agreement does not have such authority or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use Partoo Applications and/or Services.

IN WITNESS WHEREOF, the Parties hereby confirm and agree that the Agreement is effective between Customer and Partoo as of the date identified as “**Effective Date**” in the Business Proposal or Order Form executed by both Parties and that all terms and conditions have been agreed to:

1. DEFINITIONS

The capitalized terms used herein shall be defined below, whereby words defined in the singular shall have the same meaning when used in the plural. Terms not defined in this Section are so defined in the applicable Exhibit.

“**Affiliate Company**” means entities that control, are controlled by and/or are under common control of Customer and/or Partoo. “**Control**” means an entity who owns, direct or indirectly, at least 50% of the outstanding voting rights or equity securities of the entity in question. When the Agreement refers to the “**Customer**”, such reference shall also extend to its Affiliate Companies provided that the corresponding Order Form or Business Proposal has been executed.

“**Agreement**” means the contract entered into by and between the Parties and composed of: (i) the Order Form or Business Proposal, as applicable; (ii) these terms and conditions; (iii) any Exhibits attached hereto; and (iv) any other Order Form executed by the Parties. The words « hereof », « herein », « hereunder » and « hereby » refer to the Agreement as a whole and not to any particular provision of the Agreement.

“**Business Proposal**” means the ordering document that outlines the specific details of the Agreement entered between the Parties, issued by Partoo.

“**Confidential Information**” means non-public information of any of the Parties and its Affiliated Companies.

“**Customer Brands**” means the trademarks, trade names, domain names, logos (figurative, semi-figurative), product names, slogans, registered and in the process of registration of which Customer is the sole holder.

“**Customer Content**” means all the information, business data, merchant information or the content that is made available by or on behalf of Customer in connection with the Services or the use of the Partoo Applications, such as merchant name, telephone number, address, merchant description, menu, photos, events, hours of operation, and any other information that Parties may elect to include in the future.



“**Documentation**” means texts, videos, articles, graphical documentation and/or documents in any kind of format provided by Partoo to Customer by any means, which describe the features, functions and operations of the Partoo Applications and Services.

“**Effective Date**” means the effective date as set forth in the Order Form or Business Proposal.

“**Force Majeure Event**” means any event or circumstance which is beyond the reasonable control of the Parties including fire, flood, earthquake, epidemic or other similar event, any strike or other industrial action or dispute, failure or malfunction of a utility service, transport network or computer or communications network or service, change in law or regulation (or the act of any Government or regulator) resulting in a Party no longer being able to provide or receive the Services in full or in part, or a civil commotion or disorder, riot, invasion, war or act of terrorism, or any other circumstance beyond the Parties’ control.

“**Onboarding Services**” means the services provided by Partoo to Customer as described in Exhibit A “Description of Services” of this Agreement.

“**Order Form**” means the ordering document that outlines the specific details of the Agreement entered between the Parties and to which this T&C refers to. The Parties acknowledge and agree that each duly executed Order Form shall constitute a legally binding agreement between them. By entering into an Order Form hereunder, an Affiliate Company agrees to be bound by the terms of this Agreement as if it was an original party hereto. Any Order Form signed by both Parties will become a part of this Agreement and are incorporated herein by reference as. To the extent any provision of a future Order Form conflicts with any provision set forth elsewhere in these T&C, the provision set forth in the Order Form will control. In case of contradiction between different Order Forms, the most recent document shall prevail over the older ones.

“**Partoo Applications**” means the applications developed, owned and/or licensed by Partoo, which can be accessed and run in SaaS mode.

“**Point of Interest**” or “**POI**”: means each physical location through which the Customer exercises the economic activities related to its scope of business.

“**Publisher**” means the entity that owns, operates or manages a Publisher Site.

“**Publisher Site**” means the social media websites, search engines, online business directories, mobile apps or other online platforms, owned, operated or managed by Publishers that distribute Customer’s business listing information; Customer Content; and/or any other merchant information.

“**Services**” means the Onboarding Services and the recurring services provided by Partoo via the Partoo Applications as described in Exhibit A “Description of Services”. The Services chosen by Customer as of the Effective Date are identified in the Order Form or Business Proposal.

“**Term of the Agreement**” means the sum of the “Initial Period” with the successive “Renewal Periods”, as set out in Section 5 of this T&C.

“**Usage Data**” means Partoo’s technical logs, data and learnings about Customer’s use of Partoo Applications and/or Services, including but not limited to the frequency of User logins, location of User logins and User behavioral data, such as the features used.

“**User**” means the Customer’s personnel who has access to the Partoo Applications in the context of the Services or any other person to whom the Customer has granted access.

2. RIGHTS GRANTED

2.1. Right to Access and Use. During the Term of the Agreement and for the purposes stated hereof exclusively, Partoo grants Customer and its Affiliate Companies (if applicable) a personal, non-exclusive, and non-assignable (except as permitted under Section 12.1 “**Assignment**”) right to access and use the Partoo Applications and the Services identified in the Order Forms and/or Business Proposal, for managing its visibility and reputation online. Customer shall be responsible for all use of Partoo Applications and/or Services by itself, its Users, its Affiliate Companies, distributors, franchisees and by any third persons acting on Customer’s or Affiliate Company’s behalf.

2.2. Limitation on Rights. Customer will not: (i) copy, adapt, alter, modify, improve, translate or create derivative works of the Partoo Applications and/or the Services, (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Partoo Applications and/or the Services; (iii) use Partoo Applications and/or Services to store or transmit any malware, or for any unlawful or



fraudulent purpose, (iv) sell, resell, license, sublicense, distribute, rent or lease the Partoo Applications and/or Services; (v) bypass or breach any security device or protection used by Partoo Applications and/or Services; (vi) provide any third party access to the Partoo Applications and/or the Services on behalf of any third party, except as it may be specifically stated in an Order Form or otherwise approved by Partoo in writing. Customer may use, and may also authorize its Users to access or use the Partoo Applications and/or Services solely on behalf of Customer and its Affiliated Companies.

3. SERVICES

- 3.1. **Obligations of Partoo.** Partoo will provide to Customer access to the Partoo Applications and the Services listed under the Order Form and/or Business Proposal in accordance with this Agreement and in a consistent way with the industry standards, the general customs and practices and the Exhibit B “SLA”.
- 3.2. **Continuous Development.** Customer acknowledges that Partoo reserves the right to continually develop, deliver and provide to Customer ongoing innovations, changes and improvements to the Partoo Applications and/or Services in the form of new features, functionalities, and efficiencies. However, Partoo undertakes, in these circumstances and where applicable, to maintain a level of services at least equivalent to the level of service of the previous version.
- 3.3. **Use of the Services.** The Services will be based upon the Customer Content provided by Customer or on behalf of Customer to Partoo. Therefore, Partoo will not be able to provide the Services to Customer without the complete, exhaustive, updated and accurate information communicated to Partoo in a timely manner. Customer shall assist and cooperate with Partoo if additional information is needed to provide the Services. In addition, Customer agrees that it will only make available Customer Content that it knows to be true, and which relates to its own business and will be solely responsible for any adverse effect that any Customer and/or third-party delay or instruction may have on the performance of the Services.
- 3.4. **Minimum specifications.** In order to access to and use the Partoo Applications and/or Services, Customer shall comply with the minimum specifications included in the Documentation (i.e., maintain versions of the internet browsers requested by the Publishers). Customer shall be responsible for ensuring that their systems and connectivity meet the necessary compatibility requirements of Partoo Applications and Services. Customer will be solely responsible for the specified connectivity of Customer’s location(s) to the internet. As such, Partoo will in no event be held responsible for the quality, speed, or any interruption of the means of communication (in particular the Internet network) and API connections, between Partoo Applications and the technical infrastructure of Customer. Unless expressly agreed between the Parties, in no event will Partoo be liable for the cost or replacement of substitute services.
- 3.5. **Publisher Sites.** Customer acknowledges and agrees that: (i) all Customer Content and, in general, the provision of the Services, shall be subject to the Publisher’s quality standards, character limits, and other applicable content policies, and that any such content may be rejected or modified, in whole or in part, by a Publisher at any time in its sole discretion to comply with said policies and standards; (ii) the location, appearance and/or display of any Customer Content may change at any time whatsoever; (iii) Partoo does not and cannot guarantee the display of the Customer Content on any Publisher Site; and (iv) the Publisher Sites may change their policies and conditions at any time, Partoo cannot therefore commit to any performance obligation with regard to the recovery of local reviews and/or messages. However, Partoo commits to make its best efforts to ensure: (i) that the Customer Content sent by the Customer is transmitted to the Publisher Sites as quickly as possible; and (ii) the recovery of all reviews and/or messages on Partoo Applications in real time.

During the Term of the Agreement, the list of Publisher Sites may vary. Therefore, if Partoo negotiate new partnerships with Publishers to assure the provision of the Services, Customer Content will be transmitted to this Publisher Sites without additional cost, provided that this partnership is negotiated based on a free diffusion package.

- 3.6. **Feedback.** If Customer gives Partoo feedback regarding improvements or operations of the Partoo Applications, Services and/or support (together, "**Feedback**"), Partoo may use this feedback without restriction or obligation. All Feedback is provided "AS IS" and Partoo will not publicly identify Customer as the source of such feedback without Customer's permission. Partoo has not agreed to and does not agree to treat as confidential any Feedback provided by Customer, and nothing in this Agreement or in the Parties’ dealings arising out of or related to this Agreement will restrict Partoo’s right of use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer.



- 3.7. Usage Data.** Partoo reserves the right to collect, analyze, and utilize Usage Data for the purposes of enhancing, optimizing, and maintaining the quality and performance of its Applications and/or Services. Partoo is committed to handling Usage Data in accordance with industry best practices, applicable privacy laws and other applicable regulations, as outlined in the Agreement.
- 3.8. Publisher's Rights on Customer Content.** Customer acknowledges that some Services may need the provision of Customer Content to Publishers for use and publication, and that such Publishers may require nonexclusive, perpetual, irrevocable, royalty-free, unlimited use rights, or a subset of such rights, with respect to such Customer Content, including, but not limited to, rights to publish and syndicate such Customer Content.
- 3.9. Access Credentials.** Customer is responsible for creating, and when necessary, deactivating the Users accounts. Customer will safeguard and ensure that all Users safeguard the login information, passwords, security protocols, and policies through which Users access the Partoo Applications (the "**Access Credentials**"). Customer will be responsible for all acts and omissions of Users. Customer will promptly notify Partoo if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.
- 3.10. Level of Services.** Partoo represents, warrants and covenants that the Services shall meet or exceed industry standards and shall be subject to the Service Level Agreement ("SLA"), attached hereto as Exhibit B.

4. FINANCIAL TERMS

- 4.1. Fees.** The fees in this Agreement are based upon the requests, specifications and quantities agreed upon by the Parties and may be adjusted in the event of modifications to these elements. Customer shall pay the fees regardless of which Customer's Affiliated Company receives the Services.
- 4.2. Number of POIs.** The Fees of the Services are based on the number of POIs and/or the price bracket as defined in the Business Proposal and/or Order Forms. This number of POIs or the chosen price bracket constitutes the Customer's minimum commitment during the Term of the Agreement. Therefore, the Fees may only be reviewed on an annual basis should the number of POIs increase.

During the ongoing period, either Initial Term or Renewal Period, Customer shall only increase the number of POI initially defined in the executed Order Forms and/or Business Proposal. Such increase shall not entail any immediate augmentation on the fees paid by Customer if it does not exceed the five percent (5%) of the initial number of POIs stated in the Agreement. In this case, Partoo will operate the update of the fees at the next renewal date of the Contract. On the contrary, if the total increase on the number of POIs during the term of the ongoing period (Initial Term or Renewal Period, as applicable) is equal or above five percent (5%) it shall entail the execution of an Order Form or amendment including the corresponding additional fees to be immediately paid by Customer.

- 4.3. Payment Terms.** Customer shall pay the Fees due to Partoo upon receipt of the invoice, except as otherwise provided in and in accordance with the payment schedule set forth in the Order Forms and/or Business Proposal. Any invoices not disputed within fifteen (15) days from the date of receipt will be deemed undisputed and due. Any portion of the fees that is not paid when due, will accrue interest at a rate of three times the legal interest rate from the due date until the date of full payment. In case of late payment, Customer shall pay Partoo a fixed indemnity of forty (40) euros, to cover Partoo's debt collection costs. Provided that the cost incurred by Partoo is higher than the fixed indemnity, Partoo may request the reimbursement of any additional cost, upon receipt of reasonable supporting evidence of said additional costs.
- 4.4. Annual Price Review.** Commencing on the Effective Date and during the Initial Term, Partoo agrees not to apply any price review of the Fees. Notwithstanding the above, the Fees of the Services will be increased, thereafter, once a year upon the anniversary of the Effective Date, based on the below formula: " **$P = P* (S/S*)$** "

P = the new unity price following review and before any applicable discount;

P* = the unity price before review and before any applicable discount;

S = the latest Syntec index published at the date of the review;

S* = the latest Syntec index published at the day of the previous review (for the first review, S* = the latest index published during the month of signature if the Agreement).

If S is less than S*, the S/S* ratio will be considered equal to 1.



- 4.5. Discounts.** Any price discount, reduction or promotion applied to the Fees detailed in the Order Forms or Business Proposal (as applicable) shall be valid only during the Initial Term of the Agreement or the period on which the discount was initially applied. From the first or next Renewal Period, Partoo will automatically invoice the total amount of the Fees, without the application of any price reduction.
- 4.6. Taxes.** The fees exclude, and Customer will be responsible for, all sales (including VAT), use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services which will be paid by Customer. For clarity, Partoo is solely responsible for taxes assessable against it based on its income, property, and employees. If Partoo has the legal obligation to pay or collect any tax, duty or charge for which Customer is responsible under this Section, Partoo will invoice Customer and Customer will pay that amount unless Customer provides Partoo a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.7. Expenses.** At the Customer's request and with Partoo's prior approval, the latter shall engage in the necessary travel arrangements in connection with the provision of Services. Accordingly, Customer will reimburse Partoo for any travel and out-of-pocket expenses incurred by Partoo, provided that Customer has approved such expenses in writing.

5. TERM AND TERMINATION

- 5.1. Term of the Agreement.** This Agreement shall commence on the Effective Date indicated in the Order Form or Business Proposal and shall continue in effect for the term agreed by the Parties on such documents (hereinafter the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive periods of one (1) year (each, a "Renewal Period") except if a Party decides to terminate the Agreement by providing the other Party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Period (as applicable).
- 5.2. Automatic Extension by Order Form.** The Parties agree that the execution of an Order Form may entail an automatic extension of the term of the ongoing period of the Agreement (Initial Term or Renewal Period, as applicable) in order to meet the Unified Date, as detailed in such Order Form or amendment.
- 5.3. Termination.** Partoo may terminate this Agreement, effective immediately if the Customer materially breaches the Agreement and does not substantially cure such breach within thirty (30) days of receiving written notice from the non-breaching Party.
- 5.4. Effects of Termination.**
- 5.4.1. Survival of the Agreement.** Upon termination or expiration of this Agreement, for any reason, (i) Partoo will cease to provide the Services to Customer; (ii) the rights granted to Customer under this Agreement will be automatically revoked, so that Customer will no longer have the rights to access and use the Partoo Applications and Services; (iii) the amounts owed by Customer will become immediately due and payable; (iv) upon termination due to Partoo material breach, Partoo will reimburse Customer any pre-paid but unused fees; and (v) Sections 8 and 11 will survive any expiration or termination of this Agreement.
- 5.4.2. Return of Customer Content.** Upon termination of the Agreement for any reason and during the 30 day-period following said termination and upon Customer's request, Partoo will return to Customer the Customer Content, free of charge, under an exploitable format. Partoo may request from Customer to acknowledge that Customer Content has been retrieved; Customer agrees to comply with such request without undue delay. Upon Customer's request, Partoo shall promptly provide Customer with a destruction certificate.
- 5.5. Suspension of Services.** At any time during the term of this Agreement, Partoo may suspend access to Partoo Applications and any or all Services for the following reasons: (i) immediately in the event of a threat to the security or technical integrity of Partoo Applications and/or the Services; (ii) within fifteen (15) days' after the expiration of the payment term agreed upon by the Parties in the event that any amount due under this Agreement is not received by Partoo within such due date; or (iii) breach or violation by Customer of any applicable statutes, laws or regulations.

6. WARRANTIES

- 6.1. General Representations.** Each Party hereby represents and warrants: (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction or organization; (ii) that the execution and performance of the Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii)



that the Agreement, when executed and delivered, will constitute a valid and binding obligation for the Parties and will be enforceable against them in accordance with these terms. Each Party represents and warrants that it will comply with all applicable laws and regulations.

- 6.2. **Partoo Warranties.** Partoo warrants that: (i) the Services rendered will substantially comply with the Services descriptions set out in Exhibit A “Description of Services”, Exhibit B “SLA” and any Documentation related to the Services; (ii) it will maintain a product-trained and knowledgeable personnel capable of providing the Services; and (iii) it will make all necessary corrections and modifications to fulfil the foregoing warranty without additional cost to Customer.
- 6.3. **Customer Warranties.** Customer warrants that: (i) it will access and use the Partoo Applications and/or Services in accordance with the terms of the Agreement and the applicable laws and regulations; and (ii) it will report to Partoo any deficiencies in the Partoo Applications and/or Services within thirty (30) days of the later of the completion of the Onboarding Services.
- 6.4. **Disclaimers.** Except as expressly provided herein, the Partoo Applications and/or Services are provided on an “as is” and “as available” basis without warranty of any kind apart from the provisions of this Agreement and its Exhibits. Partoo therefore disclaim any and all implied or statutory warranties, including all implied warranties of title, merchantability, noninfringement, compliance with any applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality, fitness for a particular purpose, error-free or uninterrupted operation and any warranties arising from a course of dealing, course of performance or usage of trade. Partoo shall have no liability for any Publisher Site, including their availability or any change in the Publisher Site, for any decision by a Publisher to reject or modify any content submitted by Customer, or for any other decision, change or other action described in section 3.5 (“Publisher Site”) of this Agreement. To the extent that a Party may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. PROPRIETARY RIGHTS

- 7.1. **Ownership of Proprietary Rights.** Partoo has and shall have sole and exclusive ownership of all right, title, and interest in the Partoo Applications and Services and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, and intellectual property rights pertaining thereto). To the extent that any third-party software is provided herein, Customer agrees that it shall only use such software in conjunction with the Partoo Applications and/or the Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of any such third-party software and that it shall not attempt to obtain or create the source code from the object code of any such software provided to it pursuant to the Agreement, unless explicitly permitted by applicable and mandatory law. Customer acknowledges that it will not use the Partoo Applications and/or the Services or any third-party software for any illegal purpose or activity.
- 7.2. **Feedback.** Feedback will not be considered Customer’s Confidential Information, intellectual property, or its trade secret and Partoo may use such Feedback as stated in Section 3.6.
- 7.3. **Usage Data.** Usage Data constitutes confidential and proprietary information of Partoo. Customer acknowledges and agrees that all Usage Data generated or collected through the use of Partoo Applications and/or Services shall be and remain the exclusive intellectual property of Partoo. Therefore, Customer shall not reproduce, distribute, disclose, or otherwise make available the Usage Data to any third party without the prior written consent of Partoo. Customer shall not use the Usage Data for any commercial, competitive, or unauthorized purposes.
- 7.4. **Customer Content.** Customer reserves all right, title and interest in Customer Content and only grants Partoo the right to use and reproduce Customer Content to perform the Services. Customer is solely responsible for all obligations with respect to the accuracy, quality and legality of Customer Content without the ability to incur the liability of Partoo. In case of any inaccuracy, error or non-compliance of the Customer Content regarding the Publishers’ guidelines, Partoo shall modify said information in order to render it correct or appropriate. In addition, Customer grants Partoo, its Affiliate Companies and the Publishers, if applicable and during the Term of the Agreement, a worldwide, nonexclusive, irrevocable, royalty-free, unlimited, sublicensable license to use, reproduce, prepare derivative works of, display and distribute the Customer Content in each case only to the extent required by such Publisher.

8. CONFIDENTIALITY



- 8.1. Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (hereinafter, the “**Disclosing Party**”) to the other party (hereinafter, the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or which under the circumstances surrounding disclosure ought to be treated as confidential, or would be reasonably obvious to the Receiving Party to constitute confidential information because of legends or other markings, by the circumstances of disclosure, or the nature of the information itself, including, without limitation. On this behalf, it constitutes Confidential Information in particular but not limited to : the Customer Content; the terms and conditions of this Agreement; past, current, future or proposed hardware or software products, components thereof or improvements thereto; business forecasts and procurement requirements; marketing strategies, pricing, customer lists, financial results, plans, requirements, processes and technology relating to the foregoing products, components or improvements; the research and development activities; and computer programs, source code, data files, design, layout and associated documentation.
- 8.2. Protection of Confidential Information.** Other than in the performance of this Agreement, neither Receiving Party or Receiving Party’s agents, employees, or subcontractors, during the term of this Agreement, in any fashion, form or manner, either directly or indirectly, shall use, divulge, communicate or disclose to any person, firm or entity any Confidential Information. Receiving Party will protect the confidentiality of Confidential Information with the same degree of care as it uses for its own similar information, but in no event less than reasonable care. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party. However, Partoo may disclose Confidential Information solely for the provision of the Services to its Affiliated Companies, its Affiliated Companies’ employees and its sub-contractors as further indicated in the Agreement.
- 8.3. Exclusions.** The foregoing confidentiality obligations shall not apply to any particular portion of the Confidential Information when the Receiving Party can prove by documentation reasonably acceptable to Disclosing Party that the Confidential Information: (i) is already known to Receiving Party prior to disclosure by Disclosing Party; (ii) is or becomes a matter of public knowledge through no fault of Receiving Party; (iii) is, to the knowledge of the Receiving Party, rightfully received from a third party by Receiving Party without a duty of confidentiality; (iv) is independently developed by Receiving Party; (v) is disclosed under operation of law; (vi) is disclosed by Receiving Party with the prior written approval of Disclosing Party; (vii) is independently developed by the Receiving Party ; or (viii) is part of the Customer Content.
- 8.4. Compelled Disclosure.** Subject to what is set forth in the Section above, the Receiving Party may disclose Confidential Information to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 8.5. Continuing Obligations.** Until the Parties mutually and in writing acknowledge that the reasons for this obligation of confidentiality no longer exists, the obligations under this Section 8 will continue and survive the termination or expiration of this Agreement for five (5) years.
- 8.6. Remedies.** The Parties acknowledge that any actual breach of this Section 8 will constitute immediate, irreparable harm to the other Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

9. DATA PRIVACY OBLIGATIONS

- 9.1.** The Parties will comply with the applicable legislation related to the processing of personal data and, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”) and any other applicable legislation under the provisions of Section 12.2.
- 9.2.** The Parties shall take all necessary precautions and implement any measure required to preserve the confidentiality and security of personal data and, in particular, to prevent them from being distorted, damaged or communicated to unauthorized third parties.



- 9.3. The Parties respectively undertake to provide the persons concerned with the information necessary to exercise their rights of access, rectification, and deletion in accordance with the applicable legislation on the protection of personal data and the GDPR.
- 9.4. **Sub-Contracting.** Partoo reserves the right to sub-contract any or all of the Services, including the use of sub-processors, provided that Partoo remains fully responsible under this Agreement for the performance of any such sub-processors. For the purposes of the Services and subject to the provisions of the Agreement, Customer is the Data Controller, and Partoo is Data Processor.

10. LIMITATION OF LIABILITY

The Customer acknowledges and agrees that the limitations set forth in this Section are fundamental elements of the negotiation between the Parties, and Partoo would not enter into this Agreement without such limitations.

- 10.1. **Disclaimer of Indirect Damages.** In no event shall either Party be liable for any indirect, consequential, special, punitive, or incidental, loss or damages, including but not limited to damage in respect of loss of profits, revenue, data, loss of reputation and/or business opportunity and/or anticipated savings, interruption of service, loss of goodwill, however caused. In addition, each Party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers. This disclaimer applies regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise, and irrespective of the legal theory or cause of action.
- 10.2. **Limitations on Liability.** Subject to what is stated in Section 10.3 below, Partoo's maximum aggregate liability under this Agreement during a calendar year will not exceed, all grounds and damages combined, the total amount of fees received by Partoo during the twelve (12) month period prior to the first date on which the liability arose. Moreover, in no event shall Partoo have liability for any Publishers Site, including but not limited to their availability or any change in said sites or platforms; for any decision made by a Publisher regarding the rejection, modification, deletion, etc., of the Customer Content; or for any other decision, change or other action as stated in Section 3.5 ("Publisher Site") of this Agreement. If the Customer fails to invoke Partoo's contractual liability within 18 months from the occurrence of the damage, the Customer will be deemed to have waived the right to rely on the possible contractual breach.
- 10.3. **Exceptions.** Nothing in this Agreement limits or excludes a Party's liability: (i) for damages arising from the infringement of intellectual property rights, as per Section 7 ("Proprietary Rights"); (ii) in case of death or personal injury; and (iii) for losses suffered as a result of gross negligence or willful misconduct.

11. INDEMNIFICATION

- 11.1. **Customer Indemnity Responsibilities.** For the purposes of this Agreement and subject to the provisions of this Section, the following circumstances will be collectively referred to as "**Customer Indemnity Responsibilities**": (i) the use or modification of the Partoo Applications and/or Services by Customer or any User outside the scope of any right granted by Partoo or in breach of this Agreement; (ii) the combination, operation or use of the Partoo Applications and/or Services with other software, hardware or technology not provided by Partoo if the claim had not arisen but for said combination, operation or use; and (iii) the Customer Content.
- 11.2. **Customer Indemnity Obligation.** Subject to the remaining provisions of this Section, Customer will defend Partoo and its Affiliated Companies and each of its and their respective officers, directors, employees, contractors and agents from and against any suit or cause of action arising out of or in connection with any of the aforementioned Customer Indemnity Responsibilities. Customer will indemnify and hold Partoo harmless against damages finally awarded by a court of competent jurisdiction against Partoo or its Affiliated Companies or any settlement amount agreed by Customer to be paid, and related expenses reasonably incurred by Partoo in any such suit or cause of action (including reasonable attorney fees), provided that they result from or arise out of: (i) any breach of Customer's representations and warranties in this Agreement; (ii) the Customer Content; or (iii) Customer's failure to comply with its obligations under any and all laws, rules or regulations applicable to Customer under this Agreement
- 11.3. **Indemnification Procedure.** In order to be indemnified, the indemnified Party shall : (i) promptly notify the indemnifying Party in writing of such suit or cause of action; (ii) give all reasonable assistance and cooperation in such defense; and (iii) give sole control of the defense and any related settlement negotiations to the indemnifying



Party with the understanding that the indemnifying Party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified Party, without consent.

- 11.4. Infringement.** If any of the Partoo Applications and/or Services is or is likely to become the subject of any infringement-related claim, then Partoo will, at its expense and in its discretion: (i) procure for Customer the right to continue using the Partoo Applications and/or Services; (ii) put in place its best efforts to resolve the infringement as soon as possible; (iii) modify the infringing technology or material so that they become no longer infringing and functionally equivalent; or (iv) terminate this Agreement as to the infringing Partoo Applications and/or Services upon 30 days' written notice and reimburse Customer for any pre-paid but unused fees.
- 11.5. Exclusive Remedy.** The provisions of this Section state the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party with respect to any and all third-party claims described in this Section.

12. GENERAL

- 12.1. Assignment.** This Agreement cannot be assigned or transferred by a Party without the prior written consent of the other Party; provided, however, that Partoo may assign or transfer this Agreement to one of its Affiliated Companies, or to a person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business. Any attempted assignment or delegation in violation of this Section will be null, void and of no effect.
- 12.2. Publicity.** The Parties agree that Partoo shall be entitled to refer to the existence of this Agreement, the fact that Customer is a customer of Partoo and to use Customer Brands for that purpose.
- 12.3. Insurance.** Partoo declares having subscribed to adequate insurance ("*responsabilité civile professionnelle*") to cover all of its liabilities further to the provision of the Services as set forth under this Agreement. Promptly upon Customer's written request for same, Partoo will provide Customer the certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. Partoo shall maintain insurance coverage during the Term of this Agreement. This Section does not replace or otherwise amend, in any respect, the limitations on Partoo's liability as set forth under Section 10 ("Limitation of Liability").
- 12.4. Waiver.** Waiving the implementation of any stipulation in this Agreement or not applying such stipulation can in no case be considered as a waiver of the application of any other stipulation or the stipulation in question in other circumstances.
- 12.5. Relationship of the Parties.** Each Party is an independent contractor of the other Party. Nothing herein will constitute a partnership between or joint venture by the Parties or constitute either Party as the agent of the other.
- 12.6. No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Partoo has no obligations to any third party, including any User and/or subprocessors by virtue of this Agreement.
- 12.7. Force Majeure.** Any failure to perform or delay in the performance of any duties or obligations of either Party will not be considered a breach of this Agreement if such failure or delay is caused by a Force Majeure Event. The affected Party will endeavor to notify by written the other Party without undue delay, under the circumstances. The affected Party shall resume performance as soon as reasonably possible. Each Party shall be entitled to terminate the Agreement in case the force majeure event persists for sixty (60) days following prior written notice to the other Party.
- 12.8. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, order forms, proposals, business proposals, understandings, and communications, whether written or oral. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Partoo's Order Forms) is void. This Agreement may be amended only by a written document signed by both Parties.
- 12.9. Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to".
- 12.10. Modification of T&Cs.** Partoo reserves its right to modify, amend, or update these T&C at any time without prior notice. Any changes will be effective immediately upon posting on Partoo's website. It is the responsibility of the Customer to regularly review these T&C to stay informed about any modifications.



The continued use of the Services; the execution of any Other Form and/or amendment referring to these T&C; or the payment of fees included in an invoice that refers to the new version of the T&C; constitutes acceptance of the revised terms. Partoo encourages Customers and/or Users to check the T&C regularly for updates.

- 12.11. Order of Priority of Contractual Documents.** In the event of conflict or ambiguity between these general terms and conditions and the content of any Exhibit, and except as otherwise set forth herein, the Parties agree that the documents will apply in the following decreasing order of priority: (a) Order Forms; (b) Business Proposal; (c) these general terms and conditions, and (d) the Exhibits.
- 12.12. Electronic Signature.** The Parties acknowledge and agree to use electronic signature as a means of signature of any contractual documentation (Order Forms, Business Proposals, amendments, etc.).
- 12.13. Partoo Contracting Entity, Notices, Governing Law, and Venue.** The Partoo entity entering into this Agreement; the address to which Customer should direct notices, consents, and approvals by hand, courier or by certified or registered mail under this Agreement; the law that will govern the Agreement and apply in any dispute or lawsuit arising out of or in connection with this Agreement (without reference to its conflicts of law principles); and the courts that have jurisdiction over any such dispute or lawsuit, depend on the Customer's domicile as stated in Annex 1 "Partoo Contracting Entities, Notices, Governing Law, and Jurisdiction" of these T&C, Order Form or Business Proposal, as applicable .

Exhibits: The following exhibits which are referred to herein and annexed hereto are incorporated into and made a part of this Agreement ("**Exhibits**"):

- Exhibit A – "Description of Services"
- Exhibit B – "Services Level Agreement" ("SLA")



ANNEX 1

Partoo Contracting Entities, Notices, Governing Law, and Jurisdiction

Country / Region of Customer	Contracting Entity	Address for Notices	Governing Law	Courts with exclusive jurisdiction
Spain - Portugal	LOCALOO HAZTE VER, S.L.	Rambla de Catalunya, 33, 08007 Barcelona, Spain	Spanish	Courts of Barcelona
France, Italy and other European countries	PARTOO SAS	190 Rue Championnet, 75018 Paris, France	French	Commercial Courts of Paris
Middle East and Africa	PARTOO SAS	190 Rue Championnet, 75018 Paris, France	French	Commercial Courts of Paris
Brazil	PARTOO BRASIL INTERNET LTDA	5966, Avenida Nove de Julho, Jardim Paulista, CEP 01.406-902, SAO PAULO, SP BRASIL	Brazilian	Courts of Sao Paulo
Colombia	PARTOO SAS	190 Rue Championnet, 75018 Paris, France	French	Commercial Courts of Paris
Mexico and other LATAM countries	PARTOO MEXICO SA de Capital Variable	Calle Oaxaca 96, oficina 204 C, Ciudad de México, México	Mexican	Courts of City of Mexico
USA and Canada	PARTOO SAS	190 Rue Championnet 75018 Paris, France	French	Commercial Courts of Paris
India	PARTOO SOFTWARE PRIVATE LIMITED	B Wing, Level 7, The capital, G block BKC, Behind ICICI Bank, Plot C70, Bandra East, Mumbai, Mumbai City, Maharashtra, India, 400051	French	Commercial Courts of Paris
Other Asian and Pacific Region countries	PARTOO SAS	190 Rue Championnet 75018 Paris, France	French	Commercial Courts of Paris



EXHIBIT A

Description of Services

Partoo undertakes to provide Customer the services individualized in the Order Form or Business Proposal, duly executed by both Parties and subject to the provisions of this Exhibit.

1. DEFINITIONS

The capitalized terms used in this Exhibit shall have the meanings set out below, whereby words defined in the singular shall have the same meaning when used in the plural.

“**Custom Fields**” means the data fields that can be configured by the Customer Support at the Customer’s request, related to the specific activity of Customer and that will be added in Partoo’s database apart from the standard Customer Content (i.e. addresses, business hours, photographs, etc.).

“**Customer Support**” means the team designated by Partoo to provide Customer (and its Users, if applicable) with the assistance and technical guidance as outlined in the provisions of this Exhibit and the Agreement. The Customer Support will employ its best efforts to assist the Customer in effectively using Partoo Applications and/or Services and in identifying and rectifying issues.

“**Duplicates**” means two separate business listings from Google Business Profile referring to the same POI.

“**Facebook Post**” means the publications on a Facebook business page allowing local businesses to highlight news, offers and events directly on Facebook.

“**Google Post**” refers to a temporary publication on a Google Business Profile listing that allows local businesses to communicate new information, highlight new offers and events directly in Google Search and Google Maps.

“**Internal Repository**” means the Customer’s internal database containing all the reference information regarding its POIs.

2. ONBOARDING SERVICES

During the first weeks of the Initial Term, Partoo will provide the Customer with an onboarding process that will aim to familiarize with and prepare the Customer for the proper utilization of Partoo Applications and/or Services.

The Customer Support will assure:

- The technical and manual handling of the Customer’s POIs based on the information gathered and sent by Customer to Partoo;
- If applicable, the retrieval of the business listings and the manual processing of said listings;
- The operational implementation of Partoo Applications and Services; and
- An onboarding session to guide the Customer through the functionalities and features of Partoo Applications and Services.

The Customer Support will assist the Customer throughout the Term of the Agreement. The Customer Support will be the Customer’s preferred point of contact throughout the Term of the Agreement and can be reached via the Partoo Applications (chat) or email associated to the User account, in accordance with the provisions of Partoo’s SLA.

2.1.1. Duplicate management on Google Business Profile

During the first months of the Term of the Agreement, the Customer Support shall work on identifying and processing Duplicates. After Customer’s verification and confirmation, Partoo shall communicate to the Publisher’s support team the list of duplicates to be deleted or merged.

2.1.2. Store Locator Onboarding

The onboarding of the Store Locator service will be conducted taking into consideration the following stages:

- **Definition** of the design and content of the Store Locator;
- **Development** and integration of the Store Locator; and
- **Training of Users** at the local level (see details in Section “Associated Services”).



The Store Locator project's schedule and delivery date will be mutually agreed between the Parties. This schedule will take into consideration the specific requirements discussed by the Parties during the kick-off meeting. The Parties therefore acknowledge and accept that the project delivery in a complete and timely manner relies on the efforts of both Parties and, in particular, on the cooperation of the Customer and the fulfilment of its obligations according to the deadlines previously defined.

The Store Locator's design will be customized to align with the Customer's branding, while the core functionality will always remain unaltered. Partoo shall accept up to three rounds of feedback and/or reviews before the finalization of the Store Locator's mock-up. Once approved by Customer, the Store Locator's mock-up cannot be modified.

In addition, following the development phase, the Customer shall have the opportunity to provide feedback on the staging environment provided by Partoo for up to three iterations. However, during the review of the staging environment, Partoo will not be able to add additional elements or functionalities not previously requested by Customer and agreed between the Parties during the mock-up phase.

3. RECURRING SERVICES

The Parties agree that for the provision of the Services, Partoo needs to be assigned as manager of the related Google Business Profile. This condition is an essential requirement, without which Partoo will not be able to provide the Services in accordance with the provisions of the Agreement.

3.1. Presence Management

The Presence Management service facilitates the diffusion and automatic update across the Publishers Sites of the information regarding Customer's POIs or Customer Content.

Presence Management will allow the Customer to:

- **Update information:** simple update of Customer Content and POIs information via Partoo Applications, Excel files, or through an API connection linked to the Internal Repository.
- **Monitor updates:** Track the real-time diffusion of Customer Content and POIs information across the Publisher Sites. Generate integration reports in Excel format directly from Partoo Applications.
- **Measure impact:** Monitor statistics related to your Google Business Profile listings, including views, searches, and internet user interactions. Evaluate the Return on Investment (ROI) of the Partoo Applications and Services and the amplification of Customer's brand's visibility.

The Customer Support will provide Customer with advice in strategy and e-visibility optimization. Moreover, at the beginning of the Agreement Initial Term or Renewal Period, as applicable, the Customer Support will present an overview of the previous period and areas for improvement to be considered for the future.

Provided that the Customer has communicated the Customer Content to Partoo as stated in the terms and conditions of the Agreement, such Customer Content shall be transferred to the Publishers with the frequency and within the deadlines defined by each Publisher.

Customer may decide to protect specific fields or Custom Fields so that only certain types of Users can edit them.

3.1.1. Customer Content that can be transmitted to Publishers

Within the framework of Presence Management, Partoo shall transfer the following Customer Content to the Publishers:

- POI's name;
- Address (street number, postal code, city, country);
- GPS coordinates of the POIs;
- Email & phone number;
- Opening & exceptional hours;
- Description of the POIs;
- Categories (type of activity);
- Photographs (including logos and cover picture);
- POI's code and register number (if applicable);



- Website URL;
- Social media URL;
- Booking links.

Also, Partoo commits to transfer specific information or Customer Content to Google, such as:

- Google Attributes
- Google More Hours
- Google Services
- Google Menus

The Customer acknowledges and accepts that the Customer Content listed above may be modified whenever additional information is necessary and/or useful for the provision of the Services. Partoo's liability shall not be engaged regarding such modifications, according to the T&Cs dispositions.

3.1.2. Google Posts, Facebook and Instagram Posts

The Customer will be able to create and broadcast in mass (in real time or by scheduling in advance) Google Posts, Facebook and Instagram Posts from Partoo Applications on all selected POIs.

3.1.3. Custom Fields

Apart from the Customer Content listed in section 3.1.1 above, Customer shall be able to diffuse Custom Fields through Partoo Applications.

Custom Fields are accessible via API using the documentation posted online.

3.2. Review Management

The Review Management service helps businesses to effectively handle and enhance their online reputation by encouraging, managing, and responding to reviews related to the corresponding POIs, received through the Publisher Sites connected to this Service.

Review Management will allow the Customer to:

- **Aggregate, filter and answer to reviews:** access to the reviews published on the Publisher Sites, filter them based on POIs rating, date, platform, or keywords, and reply to reviews.
- **Receive automated reports:** under Customer's choice, receive reports via email on a daily, weekly or monthly basis and email notifications in case of negative reviews.
- **Analyze its e-reputation:** access e-reputation key metrics through the Partoo Applications.
- **Boost the reviews:** utilize the Review Booster service to gather more reviews.

3.2.1. Review Management Publishers

The Publishers connected to Review Management are Google Business Profile and Facebook. Customer can also subscribe to TripAdvisor as a supplement option for an additional cost.

For Google Business Profile, Partoo shall retrieve the reviews in a real time basis, provided that Customer is not using another review management solution connected also in real time. If so, Partoo shall be only able to retrieve the reviews every twenty-four (24) hours.

With regard to Facebook and TripAdvisor, Partoo shall fetch the reviews every twenty-four (24) hours.

3.2.2. Review Management Response Features

Review Management includes four (4) different response features from which the Users shall choose:

- **Manual Reply:** Users write their own response in the free text field and publish them.



- **Reply Templates:** Users have access to predefined response templates with dynamic tags, that can be freely modified before publishing them. The Reply Templates may be defined by the Customer or taken from a list of examples directly proposed by Partoo.
- **Auto Reply:** this feature allows Users to automatically reply to reviews without comments (and reviews with comments under Customer's request) using pre-selected templates based on the score of the review while respecting a natural reply delay (between 10 min and 3 hours).
- **Assistant AI:** this feature allows Users to answer to reviews with responses proposed by an artificial intelligence tool and that can be modified before being published by the User and under the latter's prior consent.

The Parties agree that Partoo cannot be held responsible for the content of the answers provided to the reviews, especially but not limited to any errors, inaccuracies, mistakes, or discrepancies between the reviews published by the Internet users and the answers provided by Customer and/or the Users, mainly under the framework of Auto Reply feature.

3.2.3. Review Booster

The Review Booster service is an incentive solution integrated to Review Management that submits review requests via SMS invitations sent to Customer's clients or via QR codes, reviews that shall be posted on Google Business Profile.

The SMS invitations of Review Booster can be sent through Partoo Applications and Partoo's API and are limited to 100 SMS for API use or 50 SMS for manual use per month, per POI. The Customer is the sole responsible for collecting its client's consent for using and processing their name, telephone number or any other personal data that this SMS invitations may engage.

The QR code will be available in PDF format or as a sticker, prior Customer's request and with a maximum of 2 stickers per POI, which will redirect to the corresponding POI's Google Business Profile listing. The QR code stickers may be customized with the Customer's logo and colours. The QR code stickers shall be printed only once a year (even in case of increase of the number of POIs) and delivered to the address defined in the Order Form or Business Proposal, except otherwise agreed between the Parties. Partoo shall make only one (1) delivery of QR code stickers per POI and cannot be held responsible for the return rate applied by the post service, if any.

3.3. Messages

The Messages service is a message monitoring solution that centralizes messages relating to the Customer's POIs and sent by Internet users through the Publisher Sites connected to this Service or through Customer's website. For the provision of this Service, "**Conversation**" shall refer to an exchange on a Publishers' Site or the Customer's website (Partoo Chat) between the Customer and an Internet user and for each POI (if local). A Conversation shall be considered closed 24 hours after the last message sent in the conversation (whether sent by the Customer or the Internet user).

This Service will allow the Customer to:

- **Centralize Conversations:** the messages sent through the Publisher Sites and Partoo Chat (SMS) will be centralized on Partoo Applications, including messages with photographs or images.
- **Reply to messages:** Customer will be able to respond to messages directly from Partoo Applications.
- **Manage Conversations:** the Service enables the Customer to access to an unread message section, to receive notifications when receiving new messages, to filter the messages by status or POI, and to assign Conversations to Users.

The Publishers connected to Messages are Google Business Profile, Facebook and Instagram. Depending on the region and/or country, some Customers would have the possibility to connect WhatsApp to this Service for an extra fee that shall be directly invoiced by Meta.

To use Messages, the customer must activate the Google Messages module on his Google Business Profile account.

3.3.1. Partoo Chat

The Partoo Chat is an instant messaging widget added to the Customer's website that will enable the latter to receive requests from Internet users via its website and directly to Partoo Applications. The Customer will be able to choose within different messaging channels to integrate to the Partoo Chat among the ones offered by Partoo and compatible with this Service. The Customer will be able to reply to the Internet user request from the Partoo Applications and the Internet user will receive the reply through the applicable messaging channel.

3.3.2. Partoo Missed Calls



The Partoo Missed Calls service is a call deflector solution that redirects the missed calls of the Customer, according to customer-defined parameters, to SMS messages.

Partoo Missed Calls is an option of the Messages service and cannot be therefore subscribed by the Customer independently. Subscribing to this option will entail an additional cost for the Customer, that shall be invoiced by Partoo according to the terms of the Business Proposal or Order Form signed between the Parties.

3.3.3. Chatbot JIM

JIM is Partoo's chatbot, designed to automate responses within the Messages service, available only in certain regions, and powered by external artificial intelligence models. Opting for this feature will incur additional fees based on the AI provider.

Customer shall choose the POIs for which this Chatbot will be activated. Once activated, all conversations for the selected POI will be automated. To provide relevant answers, the Chatbot uses POIs' data (such as, opening hours, URLs, addresses, and descriptions); and documents provided by the Customer (such as, Q&As) and filled out within the Partoo Applications. Customers can also give the Chatbot additional instructions, including: tone of voice, objectives, and any other relevant guidance, through a prompt that can be edited from Partoo Applications.

The provisions of this section do not apply to Conversation Starters, which are considered as pre-set responses.

3.4. Feedback Management

The Feedback Management service is a comprehensive survey management solution designed to streamline the Customer's surveys.

Feedback Management will allow the Customer to:

- **Create and send surveys:** Partoo shall generate a survey per Customer, that will be sent by Customer through its own emailing solution to the end user or customer, under its own responsibility;
- **Collect and organize data:** survey responses and related data will be efficiently collected and organized by Partoo and offered to Customer;
- **Answer** to the end user or customer: Customer shall be able to answer to the person who replied to the survey directly on the Review Management page. This response can be manually drafted or chosen from a suggestion proposed by an artificial intelligence model.

This Service includes a dashboard enriched with anonymized analytics retrieved from the surveys. Additionally, Feedback Management will allow Customer to download anonymized raw data in an Excel file. Partoo's liability shall not be engaged regarding the data collected by Customer under this Service.

3.5. Store Locator

The Store Locator service is an automatic broadcasting solution of the essential Customer Content related to the POIs, defined in Section 3.5.2. below. Such broadcasting is facilitated through dedicated POIs pages integrated with a mapping system. The Store Locator service offers the Customer a choice of three predefined service subproducts (hereinafter, "**Store Locator Subproducts**"), as detailed in Section 4.5.1. The Customer shall select their preferred service category upon entering into this Agreement.

The Customer will have the option to update the Store Locator once a year on the anniversary date of the Effective Date of the Agreement, by incorporating additional components from the available options within the Partoo offering, as previously agreed between the Parties.

The Store Locator does not include cartography management on the Customer's website. The costs associated with cartography, such as those for Google Maps or Open Street Map/Here, are the Customer's sole responsibility and should be contracted directly with the chosen mapping provider.

The Customer acknowledges and accepts that the price of the Store Locator may vary taking into consideration the number of POIs to be referred and the languages requested by Customer.

3.5.1. Store Locator Subproducts

Partoo proposes the Customer three different predefined subproducts of the Store Locator service, as described herein, and from which Customer shall choose upon the signature of the Agreement. The chosen service category will define the Customer Content broadcasted, functionalities, and pricing applicable to the service rendered during the term of this Agreement.

- i. **Store Locator:** customized Store Locator provided to Customer containing all the functionalities offered by Partoo in the framework of the Store Locator service. The Store Locator features the following components:



- **Homepage:** the homepage will include (i) search functionality, (ii) location identification, (iii) specific filters, (iv) POI's operational status filter (open or closed), (v) a list and map of the POIs, and (vi) a region, department, and city filter.
 - **Individual pages for each POI:** the individual pages will include: (i) a breadcrumb trail, (ii) the main POI's information, and (iii) a main menu with a set of sections agreed between the Parties during the mock-up phase.
 - **Geographical page:** geographical pages will include: (i) a breadcrumb trail, (ii) search functionality, (iii) location identification, (iv) specific filters, (iv) POI's operational status filter (open or closed), (v) a list and map of the POIs, and (vi) a region, department, and city filter. (ii) the regional POI's information.
 - **Index page:** page that identifies all the Customer's POIs, sorted by predefined categories.
- ii. **Store Locator Light:** simple Store Locator provided to Customer containing the basic functionalities offered by Partoo in the framework of the Store Locator service. The Store Locator Light features the same components as the Store Locator but with a simplified header, without the footer of Customer's domain and with a limited number of sections integrated in each of the individual pages. This category is only proposed by Partoo in certain regions.
- iii. **Store Listing:** a single home page containing only a simplified header, the logo of the Customer, the list of the POIs with CTA buttons and its related information (direction, phone number, etc.).

3.5.2. Customer Content diffused via the Store Locator

Within the framework of the Store Locator service, Partoo shall diffuse the following Customer Content provided by Customer (but not limited to):

- Customer's company name;
- Address;
- Phone number;
- Opening hours; and
- Email.

3.5.3. Custom Fields

Apart from the Customer Content defined in the previous Section, the Store Locator can also diffuse Custom Fields as previously agreed between the Parties.

4. ASSOCIATED SERVICES

4.1. Dashboards

Subject to certain conditions and only upon prior agreement of both Parties, Partoo shall make available to the Customer dashboards to present specific information related to the Customer Content, collected through the connected Services and/or displayed in Partoo Applications. The specific information, other specificities, functionalities and characteristics of such dashboards will depend on the commercial conditions of the Contract, as defined in the corresponding Business Proposal or Order Form and previously agreed between the Parties.

4.2. Partoo Connector

Subject to certain conditions and only upon prior agreement of both Parties, Customer shall subscribe to the associated service Partoo Connector, for a fee to be agreed between the Parties. This Service will allow Customer to retrieve, visualize and analyze data and information related to the other Services of Partoo, through the display of specific dashboards and reports.

The specific characteristics of the Partoo Connector, data to be displayed, security measures to respect and commercial conditions will be defined previously by the Parties in the Business Proposal and/or Order Form.

4.3. Competitive Benchmark



Subject to certain conditions and only upon prior agreement of both Parties, Customer may subscribe to the Competitive Benchmark service, a functionality that will allow Customer to track and compare its Google ranking and e-reputation with those of its competitors. In order to provide this Service, Customer shall identify the POIs to be included in the analyze, the list of competitors to compare and the keyword of the comparison.

The specific characteristics, required information, data to be displayed, quantity of competitors, process to modify these elements and commercial conditions will be defined previously by the Parties in the Business Proposal and/or Order Form.

4.4. Training and Support

Partoo will assist the Customer in training its teams through various formats, such as videos, white papers, articles, FAQs, and a webinar specifically tailored for the Users.

The Support Service will meet with the Customer at a predetermined periodicity agreed in writing between the Parties, which shall not be more frequently than once per quarter. The main objective of such meeting will be to show the Customer the results and impact of Partoo Applications and/or Services on search engine optimization (SEO).

In the event that the expenses relating to travel are greater than €150 excluding VAT, these will have to be paid by the Customer. If the Customer wishes to invite the Customer Success Manager to other training events, the Customer shall be invoiced by Partoo up to one thousand five hundred euros (€1,500) excluding tax per event, including travel expenses.

4.5. Duplicate Management

As stated in Section 2.1.1. of this Exhibit, the Customer Support shall identify and process Duplicates during the Customer's onboarding. Under the Customer's request, this Service can also be performed by Partoo once a year, on the anniversary date of the Effective Date of the Agreement.

Moreover, at any time during the Term of the Contract, the Customer can send Partoo a list of identified Duplicates. Partoo will then request Google Business Profile support team to address these Duplicates promptly.

4.6. User Management

Partoo grant the Users access to the Partoo Applications and Services according to the roles and permissions indicated by Customer. These permissions will allow or prevent Users from modifying certain fields.

4.7. Connection to the Customer's Internal Repository

For Presence Management and Store Locator services, Partoo offers the Customer the possibility to update the Customer Content synced through these services by linking their Internal Repository to the Partoo database using FTP or API.

For automated updates, two options are available:

- **Option 1:** The Customer can utilize Partoo external API, documented at the link: https://developers.partoo.co/rest_api/v2/. The Customer is responsible for technical developments using the API, and will have free and unlimited access throughout the Term of the Contract. As defined in the document attached above, Partoo assures an API availability rate of 99% per year. If any modification of Partoo's external API may affect the Customer's integration, Partoo will notify them in advance.
- **Option 2:** Under the Customer request, Partoo can develop an automatic flow (API or FTP) for daily data retrieval from the Customer's Internal Repository. Initial integration costs up to €2,000/year/API, excluding VAT. Additional maintenance due to modifications requested by or technical problems regarding to the Customer exceeding 2 days/year incurs €700/day, excluding VAT. Partoo-managed automatic flow changes shall ensure proper function and data recovery.

Partoo shall not be liable for the quality and completeness of the data contained in the Customer's Internal Repository, which must include at least the necessary information to be transmitted to the Publishers or to be published in the Customer's website (e.g., POI's names, addresses, opening hours, telephone numbers).

4.8. Other technical settings and integrations

Partoo shall be able to add Custom Fields to allow the Customer to use Partoo Applications and/or Services as the main data source for their store information.

Partoo shall grant Customer with a self-service access to Partoo Iframes to allow the Customer to integrate the Partoo Applications into their internal management interface.



4.9. Telephone numbers & WhatsApp accounts

Some of the Services or Publishers may engage the supply of a telephone number to be provided by Partoo. The Customer acknowledges and accepts that those numbers may exceptionally change during the Contract Term. Moreover, Partoo shall recover the telephone numbers provided to the Customer upon expiry or termination of the Contract.

Where applicable, any WhatsApp account associated with a phone number provided by Partoo under the framework of the Services will be deactivated upon termination or expiration of the Agreement.



EXHIBIT B

Partoo Service Level Agreement (SLA)

Partoo's services are proposed through a "multi-tenant" solution which implies common management practices for all the customers using Partoo Applications and/or Services. This structure prevents Partoo from following specific key performance indicators (hereinafter, "KPIs") per customer.

Furthermore, Partoo will not undertake commitments on SLAs which are not its own as:

- Its economic model only integrates the cost of management of its own SLAs;
- The control and monitoring that Partoo carries out are based on the indicators of level service defined in this SLA;
- The calculation and the follow-up of such indicators are standardized and cannot be followed on a client-by-client basis.

The services provided by Partoo to Customer will be tracked and measured through the following KPIs:

- a. **Availability of Partoo Applications and/or Services;**
- b. **Incident Resolution Time:**
 - i. Guaranteed Response Time; and
 - ii. Guaranteed Recovery Time.

1. Definitions

The capitalized terms used in this SLA shall have the meanings set out below, whereby words defined in the singular shall have the same meaning when used in the plural.

"**Critical Event**" means the impossibility to connect to Partoo Applications and/or Services for technical reasons, or the impossibility to use the main functions of said Applications and/or Services.

"**Incident**" means any Critical Event and Non-Critical Event.

"**Non-Critical Event**" means the partial malfunction of Partoo Applications and/or Services, such as the impossibility to use the secondary functionalities of the Applications like the use of a filter, the download of reviews, etc.

"**Support Periods**" means the local Support Service working days from Monday to Thursday from 10.00 am to 06.00 pm (CET), and Fridays from 10.00 am to 04.30 pm (CET).

2. Availability of Partoo Applications and/or Services

2.1. Minimum Availability Requirement

Partoo will make every reasonable effort to ensure the availability of its Applications and/or Services, with an Annual Uptime Percentage of at least 99%, throughout the Term of the Agreement.

<u>Availability and incident resolution time of Partoo Applications and/or Services</u>	
Minimum weekly availability rate	99,00%
Minimum monthly availability rate	99,00%
Minimum annual availability rate	99,00%

2.2. Client Support



Partoo undertakes to provide the Customer with online support during the Support Periods from the Applications, as well as by email. In the latter case, the Customer will submit their request for assistance to support@partoo.fr by including all information necessary to allow Partoo to respond effectively, including, in particular:

- i. a detailed description of the Incident;
- ii. information on the time and duration of the Incident; and
- iii. as well as a description of attempts to resolve the Incident when it occurred.

At all events, Partoo reserves the right to requalify the performance level indicated by Customer.

3. Incident Resolution Time

Should Customer note an Incident while using Partoo Applications, it shall report it as stated in Section 2 of this SLA.

Partoo measures the Incident Resolution Time KPIs as follows:

- i. Guaranteed Response Time; and
- ii. Guaranteed Recovery Time.

Partoo undertakes to comply with the KPIs set forth under this section, provided that they do not apply to non-reproducible incidents.

3.1. Guaranteed Response Time

The “Guaranteed Response Time” indicates the time between the Incident report or the submission of a support request and the first response provided by Partoo.

Partoo shall provide a Guaranteed Response Time as follows:

- 24 hours for a Critical Event;
- From 24 to 72 hours for any Non-Critical Event.

3.2. Guaranteed Recovery Time

The “Guaranteed Recovery Time” indicates the resolution time after the first level response provided by Partoo; being understood, this only applies if the incident is attributable to Partoo. Unlike the Guaranteed Response Time, the Guaranteed Recovery Time is a commitment of results and not means.

The Guaranteed Recovery Time predominates over the Guaranteed Response Time. This value is expressed in working days* and is defined according to the severity of the Incident.

Partoo commits to the following Guaranteed Recovery Time:

- One (1) working day for any Critical Event counting from the reporting of the Incident;
- Five (5) working days for any Non-Critical Event, counting from the reporting of the Incident.

** Working days correspond to the Support Service local business days as stated in Section 1 of this SLA.*

4. Restrictions

This SLA does not apply to performance or availability issues:

- i. due to factors beyond the reasonable control of Partoo (for example, a natural disaster, war, acts of terrorism, riots, government action, or a failure of a network or device not part of Partoo's data centres, including on the Customer's site or between the Customer's site and Partoo's data center);



- ii. that have their origin in any Publisher's Sites, third parties websites, or resulting from the use of services, hardware, Customer's API or any other software not provided by Partoo, including, but not limited to, problems resulting from insufficient bandwidth, connexion problems, or any incident, malfunction, dysfunction, etc.;
- iii. if the Customer use Partoo Applications and/or Services against the terms and conditions of the Agreement and/or any recommendation duly communicated by Partoo;
- iv. that occurs during or in connection with the use of evaluation, pre-commercial, beta or trial version of any of the Services, features or software (as defined by Partoo);
- v. due to unauthorized actions or lack of action, if any, by the Customer or any of the Users, or by its employees, representatives, contractors or suppliers, or any person who accesses Partoo Applications and/or Services using Customer's passwords or devices, or in any other manner resulting from Customer's failure to adhere to appropriate security practices;
- vi. due to Customer's failure to comply with all configuration requirements;
- vii. resulting from incorrect entries, instructions, or arguments (for example, requests for access to non-existent files);
- viii. resulting from Customer's attempts to execute operations beyond the prescribed quotas or a limitation imposed by Partoo because of suspicion of abusive behaviour;
- ix. arising out of Customer's use of the Service's outside of applicable Support Periods;
- x. that concern licenses reserved but not paid at the time of the Incident;
- xi. that concern any incident, malfunction, dysfunction or connexion problem with any Publisher's API or any Publisher's delay related to the upgrade of its integration with Partoo's API.
- xii. with regards to the first three (3) months of a new service functionality.
- xiii. due to any incident, malfunction, or dysfunction related to the publication or retrieval of information on a Publisher Site.

5. Penalties

In the event that Partoo does not respect the Guaranteed Recovery Time of a Critical Event, the Customer may request the application of penalties for each full day of delay that occurs, as stated hereof. These penalties shall be paid to the Customer in the form of a credit note, to be credited against the next invoice, or of a refund in the event that the contract is terminated for any reason whatsoever, excluding the Customer's failure to comply with the Agreement and subject to the Customer not owing any previous invoice.

Penalties are calculated according to the formula below:

$P = M \times R / 100$, where:

P = Penalties

M = monthly amount paid by the Customer for the subscription (i.e. subscription N for the current year divided by 12)

R = Number of full days of delay

Under no circumstances shall the total penalties under this Agreement exceed twenty percent (20%) of the total annual fees paid or payable by Customer.

Penalties must be requested from the Supplier by registered letter with acknowledgement of receipt within a maximum period of fourteen (14) days from the day on which the Critical Event should have been resolved, on pain of foreclosure.