



EXHIBIT A

Essential Terms of the Customer Agreement

Partoo shall only provide the Services to Customer if Reseller has signed a Customer Agreement with its Customer. In this respect, Reseller undertakes to ensure that each Customer Agreement addresses the following mandatory terms referred to below.

Partoo declares, and Reseller acknowledges and accepts, that the presence of these stipulations in the Customer Agreement, as well as compliance throughout the term of this Agreement, is an essential term for the provision of the Services to Customer.

- (1) Customer acknowledges and accepts that Partoo is a third party to the Customer Agreement and, to this end, Customer may not under any circumstances claim from Partoo the provisions of the Customer Agreement, which binds Customer to Reseller;
- (2) Customer grants Reseller, so that Reseller in turn grants Partoo, the right to use, sample, collect, and compile Customer Content in an aggregate and anonymized format for the purposes of this Agreement and for the purposes of improving the Services exclusively;
- (3) Customer shall protect the Confidential Information which will be provided by Reseller (Partoo confidential information, such as the Documentation, included), at least as strictly as it protects its own confidential information, and at least under the terms of this Agreement, it being understood that the access credentials to the Partoo Applications are considered confidential information;
- (4) Customer must acknowledge and expressly accept that Partoo and its licensors are the exclusive owners and shall remain sole holders of intellectual property rights (copyright, trademark law, etc.) on : (i) the Partoo Applications and Services; (ii) all the Documentation; (iii) the developments and improvement made to the Partoo Applications during the term of the Customer Agreement, where applicable; (iv) learning media, information and their content; and (v) the Partoo Brands. Customer acknowledges and accepts in this regard, that under the Customer Agreement it will only be granted a right to access and use (to the exclusion of any other right) and only during the term of the Customer Agreement;
- (5) In the case of an action or claim from a third party against Customer, on the grounds that Partoo Applications and Services used by it would infringe its intellectual property rights, it is the responsibility of Partoo to ensure its defense, provided that Customer : (i) notifies Reseller in writing and as soon as possible of the action brought or the claim made against it; and (ii) cooperates and assists Reseller in the preparation of its defense;
- (6) Should the violation of a third party's intellectual property rights (Partoo included) be the fault of Customer, it will be up to Customer to ensure the defense and to indemnify the third party concerned, particularly by paying any damages which Customer may be ordered to pay as a result of this violation or settlement compensation for which payment will have been agreed in the context of a settlement agreement in this respect. Customer undertakes in this respect to hold the third party harmless of any liability arising out of any third-party action or claim;
- (7) Customer must grant to Reseller and its sub-contractors (Partoo and its Affiliate Companies included) the right to reproduce and use Customer Content, as defined in this Agreement, for the needs and for the purpose of the Customer Agreement;
- (8) Customer must strictly comply with all the laws and regulations applicable within the context of the Customer Agreement, and in particular its access to and use of Partoo Applications (developments and improvements included when applicable), the associated Documentation, and the Partoo Brands;
- (9) Customer shall not access and use the Partoo Applications for any purposes other than internal management of online visibility and e-reputation (for example: resale, the concession of user rights, etc.);
- (10) Customer shall not, directly or indirectly, whether free of charge or at a cost, voluntarily or due to negligence, allow or perform the following actions: (i) adapt, alter, improve, modify, translate, or copy the Partoo Applications or Services, create any derivative work from the Partoo Applications or Services; (ii) appropriate or duplicate any content of the Partoo Applications or Services; (iii) reverse engineer, disassemble, or decompile the Partoo Applications or Services; (iv) try to obtain or to discover the source code of any of the components of the Partoo Applications and/or or Services; (v) introduce software or agents or automated scripts into the Partoo Applications and/or Services in order to create multiple accounts, generate automated services, requests and demands, or gather data on the Partoo Applications; (vi) blur or obscure any page or part of the Partoo



Applications and/or Services; or (vii) make the Partoo Applications available to any third party, external to Customer's employees, representatives, Users; (vii) use the Partoo Applications and/or Services for purposes other than the internal management of its online visibility and e-reputation, actions for which it shall assume full liability in the event of breach;

- (11) Customer must strictly comply with the technical specifications and pre-requisites (referred to in the Documentation) enabling Customer to access and use the Partoo Applications and/or Services under optimal conditions;
- (12) Customer must cooperate actively, during the Onboarding Services and during the provision of the Services, and provide the requested information in a clear, complete, exhaustive and timely manner;
- (13) Customer undertakes to make any requests for assistance to Partoo or Reseller in a clear, complete and exhaustive manner;
- (14) Customer undertakes to communicate the information requested by Reseller and/or Partoo within the agreed deadlines for a provision of the Services in accordance with the provisions of the Customer Agreement;
- (15) Customer shall assume full responsibility for the accuracy, completeness, and comprehensiveness of Customer Content and the deadlines which will be provided to Reseller and Partoo, where applicable;
- (16) Customer shall not communicate Partoo's Brands and company name without having sought prior written authorization to do so;
- (17) In the event of detecting a dysfunction or problem in Partoo Applications and/or Services, at the time of their use, Customer undertakes to notify such dysfunction to Reseller immediately, using the ticketing tool or communication channel stated by the Customer Agreement;
- (18) Customer shall undertake and accept all terms and conditions of Exhibit D "Service Level Agreement", which terms shall be replicated in the Customer Agreement, provided that Partoo shall not be bound by any service level agreement other than those set forth herein.