



## PARTOO RESELLER TERMS AND CONDITIONS

This Reseller Terms and Conditions and its exhibits (hereinafter, the “**Reseller T&Cs**”) together with the Order Form signed by the Reseller constitute the contract (hereinafter, the “**Reseller Agreement**” or “**Agreement**”) that will govern the relationship between Partoo’s contracting entity (hereinafter, “**Partoo**”) and the reselling entity (hereinafter, “**Reseller**” or the “**Partner**”), both identified in the Order Form. Partoo and Reseller are each individually referred to herein as a “**Party**,” and collectively as the “**Parties**”.

### WITNESSETH

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 type solution.

Reseller has obtained all the information it could require and received all presentations it could desire in order to have a clear understanding of the Services. Reseller wishes to supplement its service offering with the Partoo Services.

Reseller approached Partoo in order to discuss the terms and conditions of the distribution of the Services to its Customers and in particular the terms and conditions according to which Partoo:

- i. grants to Reseller the right to distribute to its customers and potential customers the right to access and use the Partoo Applications/Services, in the Territory;
- ii. grants to Reseller the right to access and use the Partoo Applications/Services for the purposes hereof;
- iii. provides the Services to Customers, as a subcontractor of Reseller.

By accepting these Reseller T&C, the Partner agrees to be bound by them through any of the following actions:

- i. signing an Order Form, or amendment that refers to the Reseller T&Cs; or
- ii. paying an invoice that references the Reseller T&Cs.

If you're accepting these Reseller T&C on behalf of a company or other legal entity, you confirm that you have the authority to bind that entity and its affiliates to this Reseller Agreement. In that case, “Reseller” refers to the company and its affiliates.

If you do not have this authority, or if you do not agree to these Terms, you must not accept them and may not distribute or resell Partoo’s Applications or Services.

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective as of the date set forth above 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 with of Reseller 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.

“**Annual Baseline**” means the minimum number of Points of Interest (POIs) agreed upon by the Parties for each contract year under this Agreement, defined in the Order Form. The Annual Baseline serves as the reference quantity for determining invoicing, reconciliation, and potential adjustments based on the actual number of POIs activated during the relevant year and may be adjusted upward in accordance with the reconciliation mechanisms described in this Reseller Agreement.

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

“**Customer**” means any natural person or legal entity to which Reseller distributes, under the terms of a Customer Agreement, a right of access and use of one or more Services and/or the Partoo Applications for use by Customer and Users.

“**Customer Agreement**” means any contract concluded between Customer and Reseller, with the purpose of Reseller providing the Services via the Partoo Applications.



“**Customer Content**” means all the information, business data, merchant information or 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 Reseller and/or Customer by any means, which describe the features, functions and operations of the Partoo Applications and Services.

“**Effective Date**” means the date defined in the Order Form and since when the Services can be distributed by the Reseller.

“**Onboarding Services**” means the services provided by Partoo to Customer or Reseller, as applicable, as described in Exhibit B “Description of Services” of this Agreement.

“**Partoo Applications**” or “**Applications**” means the applications developed and owned by Partoo or licensed by Partoo, which can be accessed and run in SaaS mode, and of which the right to access and use are distributed by Reseller.

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

“**Point of Interest**” or “**POI**”: means each location publicly accessible through which the Customer exercises the economic activities as part of its scope of business.

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

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

“**Reseller Agreement**” means this reseller agreement composed of (i) the Reseller T&C, (ii) any exhibits attached hereto, and (iii) the Order Form. The words « hereof », « herein », « hereunder » and « hereby » refer to the Reseller Agreement as a whole and not to any particular provision of the Reseller Agreement.

“**Services**” means the Onboarding Services and the services provided by Partoo, and Reseller where applicable, to the Customer via the Partoo Applications as described in Exhibit B “Description of Services” and Exhibit C “SLA” and the associated Documentation.

“**Territory**” refers to the territory(ies) where Customer is based to which Reseller distributes the rights of access and use of Partoo Applications and Services, as defined in the Order Form.

“**Term of the Agreement**” means the sum of the “Initial Period” with the successive “Renewal Periods”, as set out in Section 11.

“**User**” means the Customer’s personnel who has access to the Partoo Applications in the context of the supply of the Services.

## 2. THE RIGHTS GRANTED TO RESELLER

Partoo acknowledges that it has the rights and powers to grant Reseller the rights below. Such rights are granted for the sole purposes of this Agreement.

**2.1 Rights of Access and Use.** Partoo grants Reseller, in the Territory, and for the purposes hereof exclusively, a personal, non-exclusive, and non-assignable right (i) to access and use the Partoo Applications and the associated Documentation, during the entire Term of the Agreement, for the purposes of marketing and distributing said rights of access and use with its Customer and potential customer, (ii) to provide support services to its Customers, and (iii) to make a reasonable number of copies of the Documentation for internal use only.

### 2.2 Distribution Rights.

**2.2.1 Terms of Distribution.** Partoo grants Reseller, in the Territory, a personal, non-exclusive and non-assignable right to distribute the right of access and use of the Partoo Applications and Services to its Customers and potential customers for internal use by the Customer in connection with the management of their visibility and e-reputation. In this respect, Reseller will proceed with their marketing, at its own expense, using materials, tools, means of communication, and methods of its choice, on condition that these do not harm the brand image of Partoo, its Applications and/or Services. Reseller will conclude a Customer Agreement with each Customer, wherein all subjects and terms required pursuant to Exhibit A shall be included.

**2.2.2 Distribution by Partoo.** Partoo retains the right to directly market to its own customers and potential customers the rights of access and use of Partoo Applications and Services, but also to concede any distribution license to any third-party reseller of its choice, without Reseller’s ability to claim any exclusivity in this respect. The Parties, however, wish to set the



conditions of this distribution: Partoo may offer its services directly (i) without restriction, to its existing customers, in the form of an extension of the scope of the services already provided, (ii) to Reseller's Customers within the scope of its service offering that would not be covered by this Agreement, where applicable, at the request of Customer or on direct request of Partoo and (iii) to any potential customer, except for the direct marketing of Services to any qualified opportunity declared by Reseller and accepted by Partoo.

**2.3 Rights of Reproduction.** Partoo grants Reseller, in the Territory, a personal, non-exclusive, and non-assignable right to reproduce the Partoo Brands within its commercial documentation, promotional pamphlets, partner catalogue, and/or on its website(s), exclusively. Any other reproduction of the Partoo Brands by Reseller must have been previously authorized in writing by Partoo. Partoo also grants Reseller, within the conditions and limits set out in this section and/or in accordance with any written instructions from Partoo, the right to reproduce any presentation of the Partoo Applications and Services with which it has been exclusively provided beforehand by Partoo.

**2.4 Limitation on Rights.** Reseller 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; and (iv) bypass or breach any security device or protection used by Partoo Applications and/or Services. Notwithstanding the foregoing, Reseller may use, and may also authorize the Customers and its Users, to access or use the Partoo Applications and/or Services solely on behalf of Customer and its Affiliated Companies, as set out in the applicable Customer Agreement.

### 3. SERVICES

**3.1 Obligations of Partoo.** From the Effective Date, Partoo shall provide the Services to the Customers mentioned in the Order Form, that have signed a Customer Agreement and since the corresponding POIs are activated. The Services shall be provided taking appropriate care and diligence and according to the terms of this Agreement; Exhibits B and C; the applicable regulations, the general standard practice of the industry; and provided that Partoo Applications and/or Services can be accessed and used by Customer. Partoo disclaims all liability and indemnification obligations for any harm, damages or interruption of Services caused by any third-party providers.

**3.2 Continuous Development.** Throughout the Term of the Agreement, Partoo reserves the right to make changes and improvements to the Partoo Applications and Services, to offer them and provide them to Reseller and/or Customer in the form of new functionalities and/or new version(s), without additional cost to Reseller. Partoo undertakes, however, where applicable, to maintain a level of service at least equivalent to the level of service of the previous version. Should Partoo create new products and/or services with functionalities not covered by this Agreement and if Reseller would wish to sell these, the Parties shall sign an amendment or Order Form formalizing the extension of the scope of the Services distributed by Reseller and the conditions of this extension. For all intents and purposes, Partoo reserves the right to use, sample, collect, and compile the Customer Content in an aggregated and anonymized form, for the purposes of improving the Services only.

**3.3 Use of the Services.** Partoo shall provide the Services on the basis of the information that will have been communicated by Reseller. It is therefore required for the Reseller to provide to Partoo complete, exhaustive, and accurate information regarding the Customer, within the time frame which it has been given. To access and use the Services appropriately, Reseller (for the requirements of its task) and Customer (for compliant and optimal use of the Services) must comply with the specifications and requirements communicated by Partoo. In this respect, Partoo will in no event be held responsible for the quality, speed, or any interruption in the means of communication (in particular the Internet connection) between Partoo Applications and the technical infrastructure of Customer or Reseller. In no event will Partoo be liable for the cost or replacement of substitute services. If a malfunction in the Partoo Application is detected, Customer and/or Reseller will report said malfunction to Partoo according to the conditions described in the Exhibit A and C, respectively. Reseller may not in any case allow its sub-contractors to access and use the Partoo Applications without the prior, written agreement of Partoo. Reseller will be solely responsible for its sub-contractors, if applicable, and their access and use of the Partoo Applications and/or Services where applicable.

**3.4 Publisher Site.** Reseller acknowledges, agrees and informs Customer that: (i) all Customer Content 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; (ii) the location, appearance and/or display of any Customer Content may change at any time whatsoever; and (iii) Partoo does not and cannot guarantee the display of the Customer Content on any Publisher Site.

**3.5 Publisher's Rights on Customer Content.** Reseller and 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.



**3.6 Customer Content.** Reseller reserves all rights relating to the information communicated to Partoo and the Customer Content, as applicable. In this respect, Reseller is and remains solely responsible for any and all obligations with respect to the accuracy, the completeness, and the legality of Customer Content, without the ability to incur the liability of Partoo.

**3.7 Security - Access Credentials.** Each Party shall implement the relevant security measures, particularly administrative, technical, physical, and logical, in accordance with the applicable law and industry standards, to protect Customer Content against loss and alteration.

**3.8 Access Credentials.** Reseller acknowledges and agrees that: (i) Customer is responsible for creating, and when necessary, deactivating the Users accounts; (ii) Customer shall 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**”); and (iii) Customer will ensure that the Users and members of their staff respect this requirement and will be held accountable for any failure by Customer in this respect. Reseller and/or Customer will inform Partoo, without delay, in the event of loss, unauthorized use of Access Credentials, or any other proven or suspected security breach.

**3.9 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 C.

**3.10 Learning.** Prior to any distribution, Reseller undertakes to acquire and maintain the competence necessary required by Partoo during the entire term of this Agreement. To do this, Reseller must participate in the learning provided by Partoo and obtain the relevant certifications, where applicable

## 4. WARRANTIES

**4.1 General Representations.** Each Party represents and warrants that: (i) they are duly incorporated and registered in accordance with the applicable laws of the country of incorporation or registration; (ii) the signatories have the power to sign this Agreement in their name and on their behalf; (iii) they have any capacity and power to enter into this Agreement in its name, on its own behalf and on behalf of its Affiliate Companies, where applicable (in which case it is guaranteed the compliance of the Affiliate Companies with the provisions of this Agreement); and (iv) the signature and execution of this Agreement does not breach or violate any contractual or legal provision that may be applicable to them.

**4.2 Partoo’s Warranties.** Partoo represents and warrants that : (i) it has the rights and titles enabling it to grant Reseller all of the rights referred to in Section 2 above during the Term of the Agreement; (ii) it will maintain a product-trained and knowledgeable staff capable of rendering the Services; (iii) the Services will be provided in accordance with the laws and regulations applicable to Partoo; (iv) it will take all necessary remedial actions to fulfill the foregoing warranty without additional cost to Reseller, it being understood that in case of malfunctions detected during the Onboarding Services, Reseller shall notify Partoo of such malfunction within sixty (60) days at the latest, as of the completion of said Services; and (v) that the Partoo Applications and Services will substantially conform with the Exhibit B (“Description of Services”) and applicable Documentation.

**4.3 Reseller’s Warranties.** Reseller represents and warrants that : (i) it has obtained authorization from Customer to disclose and provide Partoo, its Affiliate Companies, and its sub-contractors with the Customer Content for the purposes of this Agreement and the Customer Agreement; (ii) it will access and use the Partoo Applications in accordance with this Reseller Agreement, but also with all applicable laws and regulations; (iii) it shall not take any action or make any statement, whether public or private, which may cause damage to the image of Partoo and its Affiliate Companies, its Applications, its Services, and its Brands.

**4.4 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 Exhibit B and C. 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 Reseller, or for any other decision, change or other action described in section 3.4 (“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.

## 5. CONFIDENTIALITY

### 5.1 Confidentiality

**5.1.1 Confidential Information.** The Parties acknowledge that, through the execution of this Agreement, each Party will have access to the confidential information of the other Party or to the confidential information of third parties that the disclosing Party is required to keep confidential. In this respect, a Party (“**Receiving Party**”) must consider as confidential information (hereinafter “**Confidential Information**”) all non-public information of a Party and its Affiliate Companies (“**Disclosing Party**”), relating to the activities of one of the Parties and of its Affiliate Companies, including, but not limited



to, the information on its organization, commercial, technical, strategic, and fiscal practices, its know-how, its manufacturing secrets and processes, its methods, drawings, plans, models, tools, demonstrations and displays, its learning materials, its Applications and the associated Documentation, the deliverables resulting from its execution of its obligations under this Agreement, its interfaces/API, any personal data, and Customer Content. Each Party acknowledges that the Confidential Information communicated to it by the other Party is and shall remain the exclusive property of the Party (or its Affiliate Companies) or the third party in question.

**5.1.2 Limitations of Use of the Confidential Information.** Each Party undertakes throughout the entire term of this Agreement and the five (5) years following its expiration or termination, for whatever reason : (i) to only use the Confidential Information for the purposes of performance of this Agreement; (ii) to only communicate the Confidential Information to the members of its staff or those of its Affiliate Companies, or those of its sub-contractor(s), where applicable and only when this information is essential for enabling their intervention; (iii) not to disclose to third parties, in any form, directly or indirectly, the Confidential Information, except with the prior, written agreement of the other Party; (iv) to provide the same degree of care to protect the Confidential Information of the other Party as that used to protect its own Confidential Information; (v) not to invoke any intellectual property, file a patent application or other intellectual property title, that includes in any manner whatsoever the other Party's Confidential Information; (vi) to return or destroy all Confidential Information in its possession upon request from the Disclosing Party, providing its corresponding proof if request.

**5.1.3 Exceptions.** The stipulations of Section 5.1.2 shall not apply to Confidential Information : (i) already in the possession of the Receiving Party prior to its communication from the Disclosing Party; (ii) in the public domain other than by breach of one of the Parties of the other's rights; (iii) legitimately obtained by one of the Parties from a third party not bound to the other Party by a duty of confidentiality with regard to such information; (iv) of which the disclosure is mandatory under any law or regulation, or decided by a court of competent jurisdiction which is applicable to it (subject to informing the Disclosing Party thereof in advance); or (v) approved for communication or disclosure by the Disclosing Party without any limitation.

## 6. DATA PRIVACY OBLIGATIONS

**6.1** 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 12.14.

**6.2** 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.

**6.3** 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.

**6.4 Sub-Contracting.** Partoo reserves the right to sub-contract all or part of the Services to third parties, it being understood that Partoo shall be solely responsible, under this Agreement, for the performance of the Services entrusted to its sub-contractors.

**6.5 Data Processing Agreement or "DPA".** The Parties agree that Partoo's Data Protection Agreement ('DPA'), attached as an Exhibit, applies to the provision of the Services. However, given the Reseller's status as acting on behalf of its own end customers, the DPA applies mutatis mutandis according to the following rules of interpretation:

- i. Redefinition of roles: for the purposes of this Agreement, the Reseller acts as a Processor (within the meaning of Article 28 of the GDPR) acting on the instructions of its end customers who are Data Controllers. Consequently, Partoo acts as a sub-processor vis-à-vis the Reseller;
- ii. Terminology: any reference to the term 'Customer' or 'Data Controller' in the DPA shall be understood as referring to the Reseller, acting as an authorised intermediary. Partoo's obligations to the Client in the DPA shall therefore be performed vis-à-vis the Reseller.

Furthermore, the Reseller warrants to Partoo (i) that it has a valid contract with each Customer authorising it to subcontract the performance of the Services; (ii) that the instructions given to Partoo via the Customer Agreement comply with the instructions received from the Data Controller.

## 7. FINANCIAL TERMS AND CONDITIONS

**7.1 Fees.** In compensation for the rights granted and the provision of services by Partoo, Partoo shall invoice, without any offset or deduction, the fees referred to in the Order Form. These fees were determined on the basis of the requests, specifications, and quantities agreed between the Parties, and may be adjusted in the event of modifications of these parameters. The fees paid by Reseller would be no less than the minimum guaranteed annual commitment mentioned in



such Order Form, the Annual Baseline, and shall be adjusted based on changes in the Syntec index and the relevant calculation formula, where appropriate and as defined herein

**7.2 Payment Terms.** Reseller will pay the fees to Partoo in accordance with the payment schedule and manner defined in the Order Form. 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, calculated on the amount including taxes of the invoice in question, from the due date until the date of full payment. In addition, the Reseller shall pay Partoo a fixed indemnity of forty (40) euros, to cover Partoo's debt collection costs. If the cost incurred by Partoo is higher than the fixed indemnity, Partoo may request the reimbursement of (and Reseller shall promptly pay) any additional cost, upon receipt of reasonable supporting evidence that Partoo has incurred such additional costs.

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

**7.4 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, such Fees will be increased, thereafter and once a year upon the expiration of the Initial Term, based on the below formula:

$$P = P^* (S/S^*)$$

- P = the new price following review;
- P\* = the price before review;
- 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).

**7.5 Discounts.** Any reduction, discount, or promotion applied to the rates detailed above will only be valid during the Initial Term. The Parties agree that starting from the first Renewal Term, Partoo will automatically bill the total amount of the Fees, without any reductions on the rates.

**7.6 Taxes.** The Fees exclude, and Reseller 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. 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 Reseller is responsible under this Section, Partoo will invoice Reseller and Reseller will pay that amount unless it provides Partoo a valid tax exemption certificate authorized by the appropriate taxing authority.

**7.7 Travel Expenses.** Reseller will reimburse Partoo for any travel and out-of-pocket expenses incurred by Partoo in connection with the provision of Services, subject to prior written validation by Reseller.

## 8. LIABILITY

Each Party is liable for any direct damage caused to the other Party arising from a breach of its obligations under this Agreement within the limits set out in this section.

**8.1 Disclaimer of Indirect Damages.** In no event shall either Party be liable for indirect damages, in particular any damage related to the loss of profits or earnings, loss of business, business opportunity or anticipated savings, harm to reputation, or incurring liability vis-à-vis third parties. In addition, each Party shall not be liable for, nor required to indemnify the other Party in respect of, any harm, damages, or service interruptions resulting from third-party hosting providers that are neither Partoo's subcontractors nor sub-processors.

**8.2 Vicarious Liability.** Reseller acknowledges and agrees that any act or omission by the Customers or Users in connection with access to and/or use of the Partoo Applications, Services, and Partoo Brands that would be in conflict with the provisions of this Agreement shall be considered a breach hereof by Reseller.

**8.3 Limitation on Liability.** Subject to the provisions of this Section, Partoo's maximum aggregate liability under this Agreement during a calendar year will not exceed, all grounds and damages combined, the total amount of sums received by Partoo during the twelve (12) month period prior to the first date on which the liability arose. In no event shall Partoo have liability for any Publishers' website or platform, including their availability or any change in said sites or platform; for any decision by a Publisher to reject or modify any Customer Content; or for any other decision, change or other action as stated in Section 3.4 ("Publisher Site") of this Agreement.



**8.4 Exceptions.** Nothing in this Agreement limits or excludes a Party's liability in the event of (i) death or personal injury, (ii) damages resulting from gross negligence, or wilful misconduct, or (iii) legal action for infringement of rights of a third party under the conditions referred to in Section 9 below.

## 9. INTELLECTUAL PROPERTY

**9.1 Partoo's Proprietary Rights.** Partoo has and shall have sole and exclusive ownership of all right, title, and interest in the Partoo Applications and Services, Partoo's API and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, and intellectual property rights pertaining thereto). Moreover, Partoo is the sole holder of the intellectual property rights (included but not limited to trademarks, copyrights, and other protected rights) on : (i) all the components of the Applications (including interfaces, API developed by Partoo for the purposes hereof), settings and configurations performed by Partoo in connection with the Services, upgrades and improvements made to the Applications by Partoo in accordance with the stipulations of Section 3.2 above; (ii) Partoo's API; (iii) the Documentation; (iv) Partoo Brands and any other brand, logo, name (registered or unregistered) integrated and/or associated with said Applications and/or Services; and (v) the learning media and their content regardless of the language, format, and communication media (paper, digital, e-learning, etc.); together referred to hereinafter as the "**Proprietary Rights**".

**9.2 Limit of Reseller's Rights.** Except as set forth under Sections 2.1 to 2.3, Reseller shall refrain in particular, directly or indirectly, with or without charge, voluntarily or due to negligence, from:

- (i) copying or duplicating the Proprietary Rights;
- (ii) adapting, altering, enhancing, modifying, translating, creating any derivative work from the Proprietary Rights;
- (iii) decompiling, disassembling, reverse engineering, or trying to obtain or to discover the source code of any of the components of the Partoo Applications and/or Services. In this respect, Reseller agrees that no stipulation in this Agreement could be interpreted as granting the right to obtain or use such source code;
- (iv) unless with the specific express authorization of Partoo, allowing any third party (other than Customer and its Affiliate Companies) to access the Partoo Applications and Services and to use these on behalf of a third party, regardless of the terms of this sharing;
- (v) using the Proprietary Rights for its own internal purposes, unless a separate agreement has been entered into between Reseller and Partoo for this purpose; and
- (vi) accessing and using the Proprietary Rights for any other purpose than those referred to in this Agreement.

## 10. MUTUAL INDEMNIFICATION

**10.1 Partoo Indemnity.** Subject to the remaining provisions of this Section 10, Partoo defends Reseller against any action or claim from a third party initiated against Reseller or against Customer on the grounds that one or more Proprietary Right(s), used according to the provisions of this Agreement, infringe any patent, copyright, or trademark or other proprietary right. In this respect, Partoo will indemnify and hold Reseller (or Customer) harmless against damages finally awarded by a court of competent jurisdiction against Reseller (or Customer) or any settlement amount agreed by Partoo to be paid, and related expenses reasonably incurred by Customer in any such suit or cause of action (including reasonable attorney fees).

**10.2 Infringement.** In the event that one or more Proprietary Right(s) would be deemed an infringement of a third party's intellectual property rights, or, according to Partoo, would likely be the subject of a claim or action resulting from the violation of a third party's rights, outside of any non-compliant use by Reseller, Partoo may, at its sole discretion and expense: (i) procure the right for Customers to continue using the Services; (ii) replace or modify the Service so that it is non-infringing and functionally equivalent; or (iii) terminate the affected Service upon thirty (30) days' notice and refund any pre-paid and unused fees for such Service. **Exclusion of Indemnity.** The indemnity obligations of Partoo under this Section shall not apply if the alleged infringement arises, in whole or in part, from: (i) the use or modification of one or more Proprietary Right(s) by Reseller, any Customer, or any User, outside the context of the rights granted under this Agreement; (ii) the combination, operation, or use of Partoo Applications and/or Services with other software, hardware, or technology not provided by Partoo, if the claim would not have arisen but for the combination, operation, or use; (iii) the Customer Content; or (iv) any services provided to Customer by Reseller but not falling within the scope of this Agreement; hereinafter referred to as "**Reseller Indemnities**".

**10.3 Reseller Indemnity.** Subject to the provisions of this Section 10, Reseller shall indemnify, defend and hold harmless Partoo, its Affiliates, and their respective directors, officers, employees, and agents from and against any third-party claims, liabilities, losses, and damages (including reasonable legal fees) arising out of or related to any Reseller Indemnities scenarios. . In this respect, Reseller will indemnify and hold Partoo harmless against damages finally awarded by a court of competent jurisdiction against Partoo or any settlement amount agreed by Reseller to be paid, and related expenses reasonably incurred by Partoo in any such suit or cause of action (including reasonable attorney fees).

**10.4 Indemnification Process.** In order to be indemnified, the indemnified Party shall : (i) notify the indemnifying Party promptly in writing of such suit or cause of action; (ii) reasonably cooperate and assist the indemnifying Party in such defence; and (iii) give sole control of the defence 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. Full Liability.** Except as otherwise expressly provided in this Agreement, this Section 10 sets forth the Parties' sole and exclusive obligations and remedies with respect to any third-party claim for intellectual property infringement related to the Services.

## 12. TERM AND TERMINATION

**12.1 Term of the Agreement.** The term of this Agreement, as defined in Section 1, shall commence on the Effective Date and for the initial period, both defined in the Order Form (hereinafter referred to as **"Initial Term"**). At the end of this period, the Agreement will automatically renew for additional one (1) year periods (hereinafter referred to as **"Renewal Period"**), unless terminated by one of the Parties by registered mail with acknowledgment of receipt, with minimum notice of ninety (90) days prior to the expiration of the then-current contractual period.

**12.2 Termination for Breach.** In the event that either Party breaches any material obligation, the breaching Party shall have a thirty (30) days period to cure such breach, counted from the receipt of a formal notification from the non-breaching Party notifying the breach(es) in question. If after this period the breach is not cured, the non-breaching Party may terminate the Services mentioned in this Agreement by registered mail with acknowledgment of receipt. In case of interruption, malfunction, dysfunction, delay or any other problem related to the provision of the Services caused, directly or indirectly, by any third-party provider, the Parties agree that no termination for breach can be invoked, and that the Agreement and its obligations shall be only suspended until said problem is solved by the corresponding third-party.

**12.3 Suspension of Services.** At any time during the Term of the Agreement, Partoo reserves the right, at its sole discretion, to suspend access to Partoo Applications and all or part of the Services for the following reasons: (i) immediately in the event of a threat to security and/or technical integrity of Partoo Applications and/or Services; or (ii) within fifteen (15) days, from the date of receipt by Reseller of a formal notification from Partoo, in the event that Reseller has not paid any amount due under this Agreement on its due date; or (iii) in the event of a breach or violation by Reseller, any Customer, or any User of any law or applicable regulations.

### 12.4 Effects of Termination.

**12.4.1 Survival of the Agreement.** On the effective termination date of this Agreement, for whatever reason, or upon the Agreement's expiration: (i) Partoo will cease to provide the Services; (ii) the rights granted to Reseller under this Agreement will be automatically revoked, so that Reseller will no longer have the rights authorizing it to sign new Customer Agreements; (iii) the amounts owed by Reseller will become immediately due and payable; (iv) Reseller will cease to access and use the Partoo Applications (Documentation included) and Services; and (v) Reseller will cease all distributions, to communicate to its Customers, potential customers, and others through promotional materials and/or presentations provided by Partoo and to reproduce the Partoo Brands on its website(s) and any other communication media (regardless of form). Sections 4.3, 5, 7, 8, 9, 11.4.2, 12.8, and 12.14 shall survive termination. In addition, Partoo reserves the right, once the effective date of termination of this Agreement has been reached, of contracting directly, or by intermediary with another reseller, with Customers.

**12.4.2 Return of Customer Content.** Upon termination of this Agreement, for whatever reason, Partoo shall make Customer Content available to Reseller, free of charge, under an exploitable format. Partoo will permanently and definitively delete Customer Content thirty (30) days after the termination of the Agreement (unless Reseller or Customer has asked for Customer Content to be returned within this period and if Partoo has not yet met this request). Upon request by Reseller, Partoo shall promptly provide Reseller with a certificate of destruction.

**12.4.3 Return of Partoo's Promotional Documentation.** Upon termination or expiration of this Agreement, for whatever reason, Reseller shall immediately return to Partoo any sales brochures, any marketing material, any documentation containing Confidential Information which will have been previously submitted by Partoo for the purposes hereof. Moreover, Reseller must destroy the above information and provide evidence thereof to Partoo, within a maximum period of fifteen (15) business days from the date of such termination or expiration.

## 13. GENERAL

**13.1 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. Notwithstanding the above, Partoo may assign or transfer this Agreement to a person or entity that acquires by sale, merger or otherwise, all or substantially all of its assets, stock or business.

**13.2 Insurance.** Partoo certifies that it has subscribed to adequate insurance ("responsabilité civile professionnelle"), to cover the risks and losses Partoo incurs in respect of performance of this Agreement. Partoo shall maintain insurance coverage during the Term of the Agreement and to provide Reseller with a copy of the certificate, at Reseller's initial request. It should be noted that this section does not replace or amend, in any way whatsoever, the limitations of liability set out in Section 8 above.



**13.3 Electronic Signature.** The Parties acknowledge and agree to use the electronic signature as a means of signature of any contractual documentation (this Agreement, the Exhibits if applicable, amendments, etc.).

**13.4 Notifications.** Unless otherwise provided under this Agreement, all notifications shall be made in writing and will be deemed effective as soon as it was served by courier or via registered mail with acknowledgment of receipt to the address indicated on the cover page of this Agreement, and where applicable, to any new address as notified in writing to the other Party or delivered by hand. Any notification to Partoo shall be addressed to its Legal Department.

**13.5 Waiver.** Waiving the implementation of any stipulation in this Agreement or not applying such stipulation cannot be considered as a waiver of the application of any other stipulation or the stipulation in question in other circumstances.

**13.6 Partial Invalidity.** In the event that any provision of this Agreement should be declared null or void by law, a regulation or awarded by a court of competent jurisdiction, this Agreement shall remain in force with respect to the other clauses and provisions.

**13.7 No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties. No provision herein, whether expressed or implied, shall be construed as conferring on a person or entity other than the Parties (including any Customer, User, or another employee of Reseller or Customer) any rights to enforce any provision of this Agreement.

**13.8 Non- Solicitation of Staff.** Each Party undertakes throughout the Term of the Agreement and for the twelve (12) months following its termination, for whatever reason, except with the prior written consent of the other Party, to refrain from trying to obtain the services, directly or indirectly, through an employment contract or by any other contractual means, of any person, whether an employee or not, of the staff of the other Party.

**13.9 Non- Exclusivity.** During the Term of the Agreement and in accordance with the obligations set out therein, Reseller and Partoo may use the services of any other individual or entity, whether or not a competitor of the other Party or offering services similar to those offered by the other Party, without this use being considered a breach of the provisions of this Agreement.

**13.10 Reference to Reseller's Name.** Reseller expressly authorizes Partoo to cite it as a reseller partner for its Services, to mention its company name, reproduce its trademarks and logos in the framework of its communications (press kit, commercial documentation, etc.), irrespective of the medium of reproduction (paper, digital) and the distribution channel (press, Internet network, social media and networks, etc.), for the purposes of promotion of collaboration between the Parties.

**13.11 Entire Agreement.** This Agreement constitutes the full agreement between the Parties in respect of its subject matter and supersedes all prior and concomitant contracts, agreements, and exchanges, whether written or verbal. This Agreement may only be amended by a written amendment signed by both Parties. For all intents and purposes, it should be noted that any contract, all general conditions of purchase, and other documents issued by Reseller, shall have no binding effect with regard to Partoo and shall remain ineffective.

**13.12 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) the Order Form, (b) these general terms and conditions, and (b) the Exhibits.

**13.13 Force Majeure.** Any failure to perform or delay in the performance of any duties or obligations of either Party (except for payment of sums due) will not be considered a breach of this Agreement if such failure or delay is caused by a force majeure event as defined by the applicable law. The affected Party will endeavour to notify the other Party without undue delay, under the circumstances, and shall resume performance as soon as reasonably possible. Either Party shall be entitled to terminate this Agreement in case the force majeure event persists for sixty (60) days, to which the Party shall notify the other Party by registered mail with acknowledgment of receipt.

**13.14 Governing Law.** This Agreement will be governed by the laws of France, without reference to its conflicts of law principles. In case of disagreement between the Parties with regard to the validity, interpretation, or performance of this Agreement, the Parties undertake to attempt to find an amicable solution prior to legal proceedings, without prejudice to the right of either Party to request the pronouncement of protective interim measures or to initiate any action required to prevent the application of the statute of limitations. Failing to reach an amicable agreement within thirty (30) days, the dispute will be made exclusively with the commercial courts of Paris, notwithstanding plurality of defendants or impleader.

## LIST OF EXHIBITS

The following exhibits form an integral part of the Agreement.

- EXHIBIT A – [“Essential Terms of the Customer Agreement”](#)



- EXHIBIT B – [“Description of Services”](#)
- EXHIBIT C – [“Services Level Agreement \(“SLA”\)”](#)
- EXHIBIT D – [“Data Processing Agreement \(“DPA”\)”](#)


**ANNEX 1**
**Partoo Contracting Entities, Notices, Governing Law, and Jurisdiction**

<b>Country / Region of Reseller</b>	<b>Contracting Entity</b>	<b>Address for Notices</b>	<b>Governing Law</b>	<b>Courts with exclusive jurisdiction</b>
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
Columbia	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
Other Asian and Pacific Region countries	PARTOO SAS	190 Rue Championnet, 75018 Paris, France	French	Commercial Courts of Paris