



PARTOO TERMS AND CONDITIONS

(Enterprise Customers)

This Terms and Conditions and its exhibits (hereinafter, the “**T&C**”) together with the Contractual

Order Form or the 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 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) signing a Contractual Order Form, Business Proposal and/or amendment; (ii) executing an Order Form that references this T&C; (iii) paying the fees defined in an invoice that refers to this T&C ; or (iv) clicking a box indicating acceptance, the Parties agree to the terms of this T&C, 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 Contractual 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 Contractual Order Form, Order Form or Business Proposal has been executed.

“**Agreement**” means the contract entered into by and between the Parties and composed of: (i) the Contractual 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 before the implementation of Contractual Order Forms.

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

“**Contractual 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.

“**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 Contractual Order Form or Business Proposal.

“**Force Majeure Event**” means any event or circumstance which is beyond the reasonable control of the Parties including any circumstance beyond the Parties’ control, 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.

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

“**Order Form**” means an ordering document specifying the Services to be provided by Partoo to Customer, including any amendment and supplements thereto. 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 an Order Form conflicts with any provision set forth elsewhere in this Agreement (whether Contractual Order Form or T&C), the provision set forth in the Agreement 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 Contractual Order Form, the following Order Forms 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 log-ins, location of User log-ins 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 Contractual Order Form, the following Order Forms, or the 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 Contractual Order Form and Order Forms 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. **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.
- 3.8. 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.
- 3.9. 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 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 or Contractual Order Form (or following 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 Contractual Order Form, Business Proposal or latest Order Form. 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 Contract. 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) equal or above five percent (5%) 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 Contractual Order Form, following Order Forms 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).

- 4.5. Discounts.** Any price discount, reduction or promotion applied to the Fees detailed in the Contractual Order Form, Order Form or Business Proposal (as applicable) shall be valid only during the Initial Term of the Agreement. From the first 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 Contractual Order Form and shall continue in effect for the term agreed by the Parties on said Contractual Order Form, the following Order Forms or Business Proposal (hereinafter the “**Initial Term**”). Thereafter, the Agreement shall automatically renew for consecutive 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) 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.**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 particularly 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.
- 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") ; (iii) in case of death or personal injury; and (iv) for losses suffered as a result of gross negligence or willful misconduct.

11. MUTUAL 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. **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 Contractual Order Forms or any other Order Form) is void. This Agreement may be amended only by a written document signed by both Parties.

12.8. 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".



12.9. 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.

12.10. 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) Contractual Order Form or Business Proposal; (b) any other Order Form; (c) these general terms and conditions, and (d) the Exhibits.

12.11. Electronic Signature. The Parties acknowledge and agree to use electronic signature as a means of signature of any contractual documentation (Contractual Order Forms, Order Forms, Business Proposals, etc.).

12.12. 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 or Contractual Order Form, 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")
- Exhibit C – Data Processing Agreement ("DPA")



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