EXHIBIT A

Description of Services

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

1.   DEFINITIONS

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

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

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

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

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

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

"**Internal Repository**" means the Customer's internal database containing all the reference information regarding its POIs.

2.   ONBOARDING SERVICES

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

The Customer Support will assure:

- The technical and manual handling of the Customer's POIs based on the information gathered and sent by Customer to Partoo;

- If applicable, the retrieval of the business listings and the manual processing of said listings;

- The operational implementation of Partoo Applications and Services; and

- An onboarding session to guide the Customer through the functionalities and features of Partoo Applications and Services.

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

2.1.1. Duplicate management on Google Business Profile

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

2.1.2. Store Locator Onboarding

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

- **Definition** of the design and content of the Store Locator;

- **Development** and integration of the Store Locator; and

- **Training of Users** at the local level (see details in Section "Associated Services").

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

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

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

3. RECURRING SERVICES

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

3.1. Presence Management

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

Presence Management will allow the Customer to:

- **Update information**: simple update of Customer Content and POIs information via Partoo Applications, Excel files, or through an API connection linked to the Internal Repository.
- **Monitor updates**: Track the real-time diffusion of Customer Content and POIs information across the Publisher Sites. Generate integration reports in Excel format directly from Partoo Applications.

- **Measure impact**: Monitor statistics related to your Google Business Profile listings, including views, searches, and internet user interactions. Evaluate the Return on Investment (ROI) of the Partoo Applications and Services and the amplification of Customer's brand's visibility.

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

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

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

3.1.1. Costumer Content that can be transmitted to Publishers

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

- POI's name;

- Address (street number, postal code, city, country);

- GPS coordinates of the POIs;

- Email & phone number;

- Opening & exceptional hours;

- Description of the POIs;

- Categories (type of activity);

- Photographs (including logos and cover picture);

- POI's code and register number (if applicable);

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

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

- Google Attributes

- Google More Hours

- Google Services

- Google Menus

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

3.1.2. Google Posts, Facebook and Instagram Posts

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

3.1.3. Custom Fields

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

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

3.2. Review Management

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

Review Management will allow the Customer to:

− **Aggregate, filter and answer to reviews:** access to the reviews published on the Publisher Sites, filter them based on POIs rating, date, platform, or keywords, and reply to reviews.

- **Receive automated reports:** under Customer's choice, receive reports via email on a daily, weekly or monthly basis and email notifications in case of negative reviews.
− **Analyze its e-reputation:** access e-reputation key metrics through the Partoo Applications.
− **Boost the reviews:** utilize the Review Booster service to gather more reviews.

3.2.1. Review Management Publishers

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

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

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

3.2.2. Review Management Response Features

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

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

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

3.2.3. Review Booster

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

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

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

3.3. **Messages**

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

This Service will allow the Customer to:

- **Centralize Conversations:** the messages sent through the Publisher Sites and Partoo Chat (SMS) will be centralized on Partoo Applications, including messages with photographs or images.

- **Reply to messages:** Customer will be able to respond to messages directly from Partoo Applications.

- **Manage Conversations:** the Service enables the Customer to access to an unread message section, to receive notifications when receiving new messages, to filter the messages by status or POI, and to assign Conversations to Users.

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

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

3.3.1. Partoo Chat

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

3.3.2. Partoo Missed Calls

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

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

3.3.3. Chatbot JIM

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

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

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

3.4. **Feedback Management**

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

Feedback Management will allow the Customer to:

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

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

3.5. **Store Locator**

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

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

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

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

3.5.1. Store Locator Subproducts

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

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

- **Homepage**: the homepage will include (i) search functionality, (ii) location identification, (iii) specific filters, (iv) POI's operational status filter (open or closed), (v) a list and map of the POIs, and (vi) a region, department, and city filter.

- **Individual pages for each POI**: the individual pages will include: (i) a breadcrumb trail, (ii) the main POI's information, and (iii) a main menu with a set of sections agreed between the Parties during the mock-up phase.

- **Geographical page**: geographical pages will include: (i) a breadcrumb trail, (ii) search functionality, (iii) location identification, (iv) specific filters, (iv) POI's operational status filter (open or closed), (v) a list and map of the POIs, and (vi) a region, department, and city filter. (ii) the regional POI's information.

- **Index page:** page that identifies all the Customer's POIs, sorted by predefined categories.

ii. **Store Locator Light:** simple Store Locator provided to Customer containing the basic functionalities offered by Partoo in the framework of the Store Locator service. The Store Locator Light features the same components as the Store Locator but with a simplified header, without the footer of Customer's domain and with a limited number of sections integrated in each of the individual pages. This category is only proposed by Partoo in certain regions.

iii. **Store Listing:** a single home page containing only a simplified header, the logo of the Customer, the list of the POIs with CTA buttons and its related information (direction, phone number, etc.).

3.5.2. Customer Content diffused via the Store Locator

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

- Customer's company name;

- Address;

- Phone number;

- Opening hours; and

- Email.

3.5.3. Custom Fields

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

4.   **ASSOCIATED SERVICES**

4.1. Dashboards

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

4.2. Partoo Connector

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

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

4.3. Competitive Benchmark

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

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

4.4. Training and Support

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

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

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

4.5. Duplicate Management

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

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

4.6. User Management

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

4.7. Connection to the Customer's Internal Repository

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

For automated updates, two options are available:

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

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

4.8. Other technical settings and integrations

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

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

4.9. Telephone numbers & WhatsApp accounts

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

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