

## PARTOO SAS - GENERAL TERMS AND CONDITIONS OF SALE

Partoo.co is an Internet site owned and operated by Partoo SAS, a company with a capital of 26,212 euros, having its registered office at 157 Boulevard Macdonald, 75019 Paris France, registered with the Paris Trade and Companies Registry under number 803425404.

It can be accessed at <https://www.partoo.co>.

Partoo offers its customers an interface to manage the visibility and e-reputation of their points of interest efficiently and easily. As part of this offer, Partoo offers solutions enabling its customers (1) to be referenced on Partner sites, (2) to centralise, process and analyse their local reviews and (3) to collect more positive reviews via SMS in order to solicit end customers. In this respect, this document governs the relationship between the partoo.co website and the Partoo company, referred to as "The Supplier" and its users, referred to individually as "The Customer".

Please note that "The Customer" may choose to subscribe to one or more of the 3 solutions offered by Partoo to its customers, briefly described in the contract.

### Scope of application of the General Terms and Conditions

The purpose of the GTC is to describe the use of the Products and Data within the framework of the contractual relationship between the Supplier and the Customer. It also applies to future services ordered by the Customer. This document excludes anything to do with specific conditions of the contract.

The Contract and the General Terms and Conditions are inseparable. The two parties agree in the entirety of the two documents combined.

In the event that specific conditions in the Contract differ from the GTCs', the former shall prevail over the latter.

**With this in mind, the following has been agreed:**

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1. **Partners:** companies with which the Supplier has established an agreement authorising the Supplier to regularly deliver, in accordance with certain standards, information relating to its customers' points of interest, so that the companies can integrate them on their platform (website, mobile application, GPS). They may also be companies that benefit from solutions that facilitate the updating of content, enabling the Supplier to transmit its customers' information in a simple and effective manner. Finally, they may also be sites where the Supplier is able to retrieve reviews published on points of interest.
- 1.2. **Data:** all information about the Customer collected, entered and transmitted by the Customer to the Supplier.
- 1.3. **Internal Referential:** the Customer's database containing all the reference information relating to their points of interest.

### 2. PURPOSE

The purpose of the General Terms and Conditions is to define the conditions under which the Supplier commits to transmitting the Information and Data sent by the Customer to the Partner sites and/or the conditions under which the Supplier commits to making available to the Customer a solution for monitoring reviews and/or the conditions under which the Supplier commits to making available to the Customer a solution to support the collection of reviews. The

General Terms and Conditions are also intended to specify the Rights and Obligations of the Parties in this respect.

Partoo may adapt or modify these GTC at any time. The applicable GTC are those in force on the day the business proposal is submitted to the customer.

### 3. SOLUTIONS

#### 3.1. Presence management

##### 3.1.1. Implementation and use

The Supplier commits to accompanying the Customer throughout the contractual period. A Customer Success Manager, an employee of the Supplier, will be responsible for the operational implementation of the solution and will be the Customer's preferred point of contact throughout the duration of the Contract.

The service can be broken down into two distinct stages: operational implementation "onboarding", and the continued use of the solution during the contract period.

##### Onboarding (1st quarter):

- Technical and manual handling of the Customer's points of interest base
- Operational implementation of the service
- Initial transmission of the Points of Interest Database Data to the Supplier's Partners
- Retrieving Business listings and manually processing the Google My Business Database (if Google is included in the Contract)

- User training at a local level (see details in Article 4.1)

#### Using the solution:

- Automatic update of the information in the points of interest database at the Supplier's Partners
- Support in strategy and e-visibility optimisation on a daily basis

At the beginning of each new contract period, the Customer Success Manager will present an overview of the previous period and areas for improvement to be considered for the future.

#### 3.1.2. Transmission of Customer information to Partners

The Supplier commits to transmitting the Customer's Data to its Partners. To date, the Supplier's partners are Google (Google My Business & Google Maps), Waze, TomTom, Here, Wemap, Foursquare, Bonil (subject to eligibility), Factual, Facebook local or directories only for France such as 118000, Hoodspot, Justàcoté.

The Supplier's database containing public Data for Internet users (addresses, business hours, websites, etc.) may be made available to Partner applications and companies. For example, if the Supplier sets up a collaboration with new Partners during the contractual period, the Customer's information will be transmitted to this Partner without additional cost, provided that this partnership is negotiated on the basis of a free publication package.

In the event that the Customer transmits their Data via an Excel file complying with the standards defined by the Supplier, the Supplier commits to transmitting these Data to its Partners within 10 working days.

Partner platforms may change their graphic design, display policy and commercial policy regarding the display of content at any time and freely. The Supplier cannot therefore commit to a performance obligation with regard to the transmission of certain content and Data on certain platforms or even with regard to the transmission of Customer Information to a particular Partner. On the other hand, the Supplier commits to making its best efforts to ensure that the Data sent by the Customer is transmitted to the Partner platforms as quickly as possible.

The Customer remains responsible for the information published on the Partners' public forms before, during and after the service provided by the Supplier. They retain the possibility of modifying this information by their own means by following the indications of the Partners. In the event of termination of the Contract, the Supplier commits not to transmit any more information for the Customer and not to degrade/modify the data that will have been transmitted to the Partners within the framework of the Contract.

#### Data that can be transmitted:

The Supplier commits to using its best efforts to ensure that the Partners integrate the maximum possible amount of Data transmitted by the Customer, in particular:

- Name of the company

- Address (street number, postal code, city, country)
- Categories (type of activity)
- Phone number
- Website URL
- Business hours
- Exceptional hours
- Company logo
- Photographs of the company
- Description of the company or point of sale

#### 3.1.3. Google Posts

A Google Post is a temporary insert that can be published on a Google My Business page and allows local businesses to highlight some of their news (promotions, events ...). To date, the Google My Business APIs do not support the publication of Google Posts for businesses identified as "chains"; a "chain" being defined by Google as a brand with a network of 10 or more locations. The Supplier may nevertheless assist the Customer in the manual publication of its Google Posts; this service will then be the subject of a specific price proposal drawn up at the Client's request.

In order to benefit from this service, the Customer must transmit their contents by means of an Excel file complying with the Supplier's requirements. The latter commits to publishing them on the Customer's Google My Business files within 10 working days from the date of reception of the duly completed file.

#### 3.1.4. Duplicate management on Google My Business

"Duplicates" are defined on Google My Business as being two separate business listings referring to the same point of interest. For various reasons (SEO, user experience, Data Management...), it is in the Customer's interest for these duplicates to be identified and processed. The Supplier may accompany the Customer in this objective. To this end, the Supplier has a proprietary duplicate identification algorithm that can be used throughout the Customer's network within two (2) months of signing the Contract. Following the Customer's arbitrations on the list of identified duplicates, the Supplier will send the list of duplicates to be deleted or merged to the Google My Business support teams. This service may be performed by the Supplier once a year, on the anniversary date of the Contract, at the Customer's request. In the event that the Customer would like the Supplier to carry out additional un-duplication during the year, this service shall be invoiced at the amount of two euros (€2 excl. VAT) excluding tax per point of interest of the network, it being understood that the entire network must be included in the service. In addition, the Customer may, at any time during the contractual relationship, send a list of duplicates identified by them to the Supplier. The latter will then place a request with the Google My Business support teams to ensure their processing.

#### 3.1.5. Custom Fields

"Custom Fields" are defined as Data fields that can be configured at the Customer's request and that will

be added to the standard information in the Supplier's database (i.e. addresses, business hours, photographs, etc.)

Through its Presence Management solution, the Supplier therefore provides the Customer with an interface including two types of Data:

- Standard Data synchronised with the Supplier's Partners (business hours, telephone numbers, photographs, etc.)
- "Custom Fields", specific data related to the Customer's activity.

The Supplier may also decide to protect certain fields so that certain types of users cannot edit them. Custom Fields are accessible via API using the online documentation.

### 3.1.6. Connection to the Customer's Internal Reference Guide

The Presence Management solution proposed by the Supplier offers the Customer the possibility of updating their local Data by setting up access parameters for the managers of the points of interest on their network: central or local access to the interface. However, the Customer may prefer automated updates by connecting their Internal Reference Guide to the Partoo database via FTP or API. The Supplier may not be held liable for the quality and completeness of the Data from this Internal Reference Guide, which must include at least the Data necessary for transmission to the Partners: names of points of interest, addresses, business hours, telephone numbers. If this updating method is preferred, two operational modes can be envisaged:

- **Option 1:** The Customer will be able to write in the Supplier's database using the Supplier's external API whose documentation is accessible online via the following link: [https://developers.partoo.co/rest\\_api/v2/](https://developers.partoo.co/rest_api/v2/). The related technical developments will then be the responsibility of the Customer who will have free and unlimited access to the Supplier's API throughout the duration of the Contract. As detailed in Article 6.2 of this document, the Supplier commits to an API availability rate of 99% over the year. The Supplier is constantly evolving and may make changes to its external API. Wherever possible, the Supplier will ensure that the Customer does not have to upgrade its integration. If not, the Supplier will alert the Customer of the changes to be made with a 6 month notice.
- **Option 2:** The Customer may ask the Supplier to develop an automatic flow (API or FTP) enabling the daily retrieval of information from their "Internal Reference Guide" of Data. The development of this API will then be handled by the Supplier's technical teams. Related developments will be invoiced to the Customer up to two thousand euros (€2,000) excluding taxes per year per integrated API. This sum will be intended to cover the initial integration and updating of the API, for example in the event that the Customer makes changes requiring the

Supplier's intervention. In the event that the maintenance of the APIs developed by the Supplier involves a workload of more than 2 working days per year, due to modifications or technical problems on the Customer's side, the Supplier shall invoice each additional day of work at a rate of €700 excl. VAT per day. In the event that the Supplier makes changes to the automatic flow (API or FTP), it will ensure that it continues to function properly and that the Customer's information is recovered.

## 3.2. Review management

### 3.2.1. Retrieving the Customer's reviews from the Partners

The Supplier commits to providing the Customer with a local reviews monitoring solution that centralises reviews relating to their points of interest, published by Internet users on a Partner site, so that the Customer can respond to them more easily. To date, the Provider's Partner sites for the Review Management solution are Google My Business and Facebook. The customer can also subscribe to the option of monitoring reviews on TripAdvisor.

If the Supplier signs new partnerships during the contractual period, they will be automatically integrated into the solution made available to the Customer, at no extra cost, provided that this partnership is negotiated on the basis of a free package.

Partner platforms may change their notice policy at any time and freely. The Supplier cannot therefore commit to any performance obligation with regard to the recovery of local reviews. On the other hand, the Supplier commits to making its best efforts to centralise all reviews on the Partoo interface as frequently as possible.

### 3.2.2. Product content

The review monitoring product includes in particular:

- Sending a monthly, weekly and/or daily report (depending on each user's choice)
- Centralisation of notifications on the Partoo interface to which the Customer will have access
- User management (national manager, regional manager, store manager) to facilitate the consideration of and response to reviews
- Easier response to reviews from the Supplier's interface
- The definition of reusable and dynamic notification response templates

The programme to monitor the reviews will collect them from the Partner sites at least every 24 hours. Partner platforms may change their notice policy at any time and freely. The Supplier cannot therefore commit to a performance obligation with regard to the recovery of local reviews.

### 3.2.3. Reviews Response Templates

The Review Management Provider Solution includes an "Opinion Response Template" feature also known as "review templates". When writing a reply, users will have access to pre-written templates that they can freely modify before publishing their reply. These

models may be configured by the Customer or taken from a list of models directly proposed by the Supplier.

### 3.3. Review booster

#### 3.3.1. Sending out invitations to submit notices by SMS

The Supplier commits to making available to the Customer an incentive solution for submitting reviews via SMS invitations sent from the Supplier's interface. To date, the Review Booster solution allows you to send SMS invitations in order to post a review on Google My Business. By default, the use of the Review Booster solution is limited to the sending of 200 SMS per month, per point of interest.

Partner platforms may change their notice filing policy at any time and freely. The Supplier cannot therefore commit to a performance obligation regarding the reviews posted on the Google My Business listings.

## 4. ASSOCIATED SERVICES

### 4.1. Training and support

The Supplier will support the Customer in the awareness and training of its teams via documents offered in different formats (video, white paper, articles, FAQ...) and a webinar for users of the Partoo platform. In addition, the Supplier may participate, upon request, once a year, in the organisation of a conference or workshop with members of the Customer's network in mainland France.

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 the Supplier up to one thousand five hundred euros (€1,500) excluding tax per event, including travel expenses.

## 5. SUPPLIER COMMITMENTS AND LIABILITY

### 5.1. GDPR: application to Supplier's solutions

The Supplier confirms that it complies with the GDPR regulations (General Regulations on Data Protection)

In this respect, the Supplier collects three main types of Data, the storage and processing methods of which comply with the regulations in force:

- Public Data made available on the Partners' platforms (Addresses of the Customer's establishments, Business hours, Reviews of Internet users, etc.)
- 100% anonymised data from Google My Business (number of clicks on a page, number of calls, number of requests for directions to points of sale)
- The emails and phone numbers of the users (employees of the Client) allowing them to connect to the interface.

A user of the Provider's solutions may at any time and simply delete his or her Data by making a request either to a user with administrative rights on his or her

account, if he or she is not an administrator, or by sending an e-mail to the following address [support@partoo.fr](mailto:support@partoo.fr).

Each Party remains responsible for the steps, declarations, requests for authorisation provided for by the laws and regulations in force concerning the processing carried out within the framework of the use of the solutions, and in particular those provided for by the (EU) General Regulation on Data Protection 2016/679 of the European Parliament and of the Council of the 27th of April 2016, and the Data Protection Act of the 6th of January 1978, as amended, relating to information technology, files and freedoms.

### 5.2. Performance commitments and availability of the Supplier

The Supplier commits to maintaining the following level of performance:

- Interface/API: 99% availability of the interface and solutions over one year. Below this availability rate, a penalty corresponding to the number of days of unavailability pro rata to the duration of the Contract may be applied to the Supplier.
- Customer Support: the Supplier commits to providing the Customer with online support from the interface (chat), with an annual availability of 99%. The Supplier's Customer Care teams will be connected from Monday to Friday (excluding public holidays) from 10:00 am to 6:00 pm (CET). In case of unavailability of the teams, the request will be recorded in order to be able to contact the user at a later time. An answer will be given to every user within a maximum of 3 working days.

### 5.3. Supplier liability

Under the terms of the contract, the Supplier shall be liable under the conditions of ordinary law for damage of any kind caused by it or its staff to the Customer, their staff and their equipment. With the exception of damage resulting from fraud on the part of the Supplier, the Supplier's contractual liability shall be limited to the amount invoiced by the Supplier under the contract for the last 12 months of the services rendered.

## 6. CUSTOMER OBLIGATIONS

### 6.1. Administrative authorisation

The Customer commits to respecting, within the framework of the execution of the Contract, the legal, regulatory and ethical rules that may govern the performance of their profession.

### 6.2. Provision of Data

The Customer commits to making the elements and Data described in Article 3.1.2. available to the Supplier in an Excel file format in compliance with the standards defined and described by the Supplier, via the Supplier's interface, or via a dedicated feed. The Customer shall receive all the information necessary to correctly complete this file and to comply with certain standards essential to the Supplier's good work.

The Customer commits to updating their Data so that they correspond to the practical realities of the points of interest in their network. The Customer commits to doing their best to assist the Supplier if the latter needs additional information in order to comply with the obligations set out in Article 3 of this document.

### 6.3. Legality of the Data

The Customer commits to making available to the Supplier only lawful content, free from any infringement of public order, morality or the rights of third parties.

## 7. PRICE

### 7.1. Pricing

On the day the Contract is formed, and in the absence of a revision under the terms of Article 5.2 of this document by the Supplier, the Price shall correspond to the amount indicated in the quotation sent to the Customer and signed by the latter. Each discount is valid only for the duration of the commitment of the quotation.

### 7.2. Price Review

The Price detailed in the quotation is annual. At the time of renewal of the contractual commitment (annual or multi-year), the annual Price, set in Article 7.1, may be revised upwards. This reassessment will then be established according to the following formula:  $P = Po + (Po \times 3 \times (S - So) / So)$ .

P = revised price excluding taxes

Po = price before tax in effect before revision

S = value of the SYNTEC index for November n-1, year n being considered as the year in progress at the date of the revision.

So = value of the SYNTEC index for November n-2.

This revaluation will be limited to an increase of 3%. In case of modification of the present contract by adding a subscribed solution, the increase may exceed 3%. In case of suppression of this index for any reason whatsoever, it will be automatically substituted by a replacement index close to and related to the activity of Partoo.

If the duration of the Contract is multi-year, the Annual Price at constant perimeter will remain stable over the entire duration of the commitment.

### 7.3. Evolution of the Price relative to the evolution of the Pool of Points of Interest

Given that the Pool corresponds to all the points of interest concerned by the Contract, the terms and conditions for the evolution of the Price are as follows:

- A growth of the Pool of less than 5% during the contractual period shall not entail any additional cost for the Customer during the current year of service. The growth of the Pool will nevertheless be taken into account when invoicing for the following annual period, it being understood that the price variation will then be calculated as the product of the number of additional points of sale and the price indicated on contract signed by the Client.

- A growth of the Pool of 5% or more during the contract period will result in the creation of a new annual or multi-year Commitment Contract on the additional points of interest, whose commitment end date cannot be earlier than the commitment end date of the main Contract. The value of the Additional Contract will then be calculated as the product of (1) the number of facilities added to the initial pool, (2) the Annual Facility Price per facility as defined in the Master Agreement, and (3) the number of years of commitment.
- The Price per annum/point of interest, negotiated within the framework of the Main Contract is thus guaranteed for any additional point of interest added during the commitment period, provided that it complies with the same management procedures as the initial points of interest (contacts, updating methods, etc.).
- A decrease in the fleet during the contract period shall not result in a decrease in the value of the Contract before the end of the commitment period.

### 7.4. Method of payment

Payment of the Price is to be made in person; the Customer must send the Supplier the payment of the annual Price under the conditions indicated in the quotation transmitted (mentioned in the Contract), at the beginning of each 12-month period.

## 8. REFERENCES

The Supplier is authorised to mention its collaboration with the Customer on any communication medium, in interviews or on the list of its commercial references.

## 9. SUSPENSION OF OBLIGATIONS

In the event of a case of force majeure, the obligations of the Parties shall be suspended. By express agreement, force majeure shall include disruptions of the telecommunications network as well as any unavailability due to causes beyond the Supplier's control. If the case of force majeure persists beyond a period of sixty (60) days, the Contract may be fully terminated by either of the Parties.

## 10. TERMINATION FOR FAILURE OF A PARTY TO PERFORM ITS OBLIGATIONS

In the event of non-compliance by either of the Parties with its obligations under the Contract, the Contract may be terminated at the option of the injured party. It is expressly understood that such termination shall take place ipso jure one (1) month after the sending of a formal notice has remained wholly or partly without response.

Notice of default must be given by registered letter with acknowledgement of receipt.

By way of exception, the Supplier may decide to fully terminate the Contract and without delay in the event of a breach of Article 7.3. The Supplier shall then inform the Customer by registered letter with acknowledgement of receipt.

## **11. TERMINATION OF A CONTRACT WITH TACIT RENEWAL**

A contract with tacit renewal may be terminated if a denunciation by one of the parties is sent to the other by registered letter with acknowledgement of receipt at least ninety (90) days before the expiry of the ongoing contractual period or its renewal.

## **12. CONFIDENTIALITY**

Each Party commits to maintaining the strict confidentiality of all information concerning the other Party to which it may have access under the Contract, irrespective of the means of communication of such information. Each Party commits in particular to respecting the confidential nature of the methods, processes and expertise of the other Party of which it may become aware in the context of the execution of the general terms and conditions of sale.

Any commercial, financial or technical information that is not in the public domain is considered confidential in nature.

The party issuing the confidential information shall be deemed to be the sole holder of all rights in such confidential information. The Parties commits to using the information, Data and documents referred to herein only for the performance of their respective commitments under the Contract by or upon valid requisition by the competent authorities.

In the event of a breach of this obligation by one of the Parties, the other Party may terminate under the conditions stipulated in Article 10 hereof. Furthermore, given the personal nature of the information or data that they may communicate to each other in the context of the execution of these general terms and conditions of sale, the Parties undertake to ensure that said information or data is communicated in strict compliance with the provisions of the law of the 6th of January 1978 as amended, known as the "Data Protection Act" and more generally with the regulations in force.

## **13. TITLES**

The titles are for convenience only. In case of contradiction between the title and the body of an article, it is understood that the body of the article prevails.

## **14. ASSIGNMENT OF JURISDICTION**

The Parties intend to give exclusive jurisdiction to the Commercial Court of Paris to hear any dispute relating to the validity, interpretation, performance or breach of the Contract.