Partoo Service Level Agreement (SLA)

Partoo's services are proposed through a "multi-tenant" solution which implies common management practices for all the customers using Partoo Applications and/or Services. This structure prevents Partoo from following specific key performance indicators (hereinafter, "**KPIs**") per customer.

Furthermore, Partoo will not undertake commitments on SLAs which are not its own as:
- Its economic model only integrates the cost of management of its own SLAs;
- The control and monitoring that Partoo carries out are based on the indicators of level service defined in this SLA;
- The calculation and the follow-up of such indicators are standardized and cannot be followed on a client-by-client basis.

The services provided by Partoo to Customer will be tracked and measured through the following KPIs:
a. **Availability of Partoo Applications and/or Services**;
b. **Incident Resolution Time**:
    i. Guaranteed Response Time; and
    ii. Guaranteed Recovery Time.

1. Definitions

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

"**Critical Event**" means the impossibility to connect to Partoo Applications and/or Services for technical reasons, or the impossibility to use the main functions of said Applications and/or Services.
"**Incident**" means any Critical Event and Non-Critical Event.
"**Non-Critical Event**" means the partial malfunction of Partoo Applications and/or Services, such as the impossibility to use the secondary functionalities of the Applications like the use of a filter, the download of reviews, etc.
"**Support Periods**" means the local Support Service working days from Monday to Thursday from 10.00 am to 06.00 pm (CET), and Fridays from 10.00 am to 04.30 pm (CET).

2. Availability of Partoo Applications and/or Services

2.1. Minimum Availability Requirement

Partoo will make every reasonable effort to ensure the availability of its Applications and/or Services, with an Annual Uptime Percentage of at least 99%, throughout the Term of the Agreement.

Availability and incident resolution time of Partoo Applications and/or Services	
Minimum weekly availability rate	99,00%
Minimum monthly availability rate	99,00%
Minimum annual availability rate	99,00%

2.2. Client Support

Partoo undertakes to provide the Customer with online support during the Support Periods from the Applications, as well as by email. In the latter case, the Customer will submit their request for assistance to support@partoo.fr by

including all information necessary to allow Partoo to respond effectively, including, in particular:
  i.   a detailed description of the Incident;
  ii. information on the time and duration of the Incident; and
  iii. as well as a description of attempts to resolve the Incident when it occurred.

At all events, Partoo reserves the right to requalify the performance level indicated by Customer.

3.   Incident Resolution Time

Should Customer note an Incident while using Partoo Applications, it shall report it as stated in Section 2 of this SLA.

Partoo measures the Incident Resolution Time KPIs as follows:
  i.   Guaranteed Response Time; and
  ii. Guaranteed Recovery Time.

Partoo undertakes to comply with the KPIs set forth under this section, provided that they do not apply to non-reproducible incidents.

3.1. Guaranteed Response Time

The "Guaranteed Response Time" indicates the time between the Incident report or the submission of a support request and the first response provided by Partoo.

Partoo shall provide a Guaranteed Response Time as follows:

- 24 hours for a Critical Event;
- From 24 to 72 hours for any Non-Critical Event.

3.2. Guaranteed Recovery Time

The "Guaranteed Recovery Time" indicates the resolution time after the first level response provided by Partoo; being understood, this only applies if the incident is attributable to Partoo. Unlike the Guaranteed Response Time, the Guaranteed Recovery Time is a commitment of results and not means.

The Guaranteed Recovery Time predominates over the Guaranteed Response Time. This value is expressed in working days* and is defined according to the severity of the Incident.

Partoo commits to the following Guaranteed Recovery Time:

- One (1) working day for any Critical Event counting from the reporting of the Incident;
- Five (5) working days for any Non-Critical Event, counting from the reporting of the Incident.

Working days correspond to the Support Service local business days as stated in Section 1 of this SLA.

4. Restrictions

This SLA does not apply to performance or availability issues:

  i.   due to factors beyond the reasonable control of Partoo (for example, a natural disaster, war, acts of terrorism, riots, government action, or a failure of a network or device not part of Partoo's data centres, including on the Customer's site or between the Customer's site and Partoo's data center);
  ii. that have their origin in any Publisher's Sites, third parties websites, or resulting from the use of services, hardware, Customer's API or any other software not provided by Partoo, including, but not

limited to, problems resulting from insufficient bandwidth, connexion problems, or any incident, malfunction, dysfunction, etc.;

iii. if the Customer use Partoo Applications and/or Services against the terms and conditions of the Agreement and/or any recommendation duly communicated by Partoo;

iv. that occurs during or in connection with the use of evaluation, pre-commercial, beta or trial version of any of the Services, features or software (as defined by Partoo);

v. due to unauthorized actions or lack of action, if any, by the Customer or any of the Users, or by its employees, representatives, contractors or suppliers, or any person who accesses Partoo Applications and/or Services using Customer's passwords or devices, or in any other manner resulting from Customer's failure to adhere to appropriate security practices;

vi. due to Customer's failure to comply with all configuration requirements;

vii. resulting from incorrect entries, instructions, or arguments (for example, requests for access to non-existent files);

viii. resulting from Customer's attempts to execute operations beyond the prescribed quotas or a limitation imposed by Partoo because of suspicion of abusive behaviour;

ix. arising out of Customer's use of the Service's outside of applicable Support Periods;

x. that concern licenses reserved but not paid at the time of the Incident;

xi. that concern any incident, malfunction, dysfunction or connexion problem with any Publisher's API or any Publisher's delay related to the upgrade of its integration with Partoo's API.

xii. with regards to the first three (3) months of a new service functionality.

xiii. due to any incident, malfunction, or dysfunction related to the publication or retrieval of information on a Publisher Site.

5. Penalties

In the event that Partoo does not respect the Guaranteed Recovery Time of a Critical Event, the Customer may request the application of penalties for each full day of delay that occurs, as stated hereof. These penalties shall be paid to the Customer in the form of a credit note, to be credited against the next invoice, or of a refund in the event that the contract is terminated for any reason whatsoever, excluding the Customer's failure to comply with the Agreement and subject to the Customer not owing any previous invoice.

Penalties are calculated according to the formula below:

$P = M \times R /100$, where:

P = Penalties

M = monthly amount paid by the Customer for the subscription (i.e. subscription N for the current year divided by 12)

R = Number of full days of delay

Under no circumstances shall the total penalties under this Agreement exceed twenty percent (20%) of the total annual fees paid or payable by Customer.

Penalties must be requested from the Supplier by registered letter with acknowledgement of receipt within a maximum period of fourteen (14) days from the day on which the Critical Event should have been resolved, on pain of foreclosure.