# Partner plan terms

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These terms (the “Partner agreement”) apply to the Customer who subscribes to the Partner plan to integrate WYRLO into its own products and services and provide them to its customers (the End clients). They supplement the terms of use, the terms of sale and the data processing agreement, and are accepted when subscribing to the plan. Online subscription to the Partner plan is not yet open.

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## 1. Definitions

- “Partner”: the Customer who has subscribed to the Partner plan (IT service provider, IT services company, AI agency, software publisher, integrator…).
- “End client”: the legal entity or professional to whom the Partner provides a solution that uses WYRLO.

- “Space”: the part of a Partner’s project reserved for the data of an End client, designated by an identifier chosen by the Partner.
- “Partner Solution”: the Partner’s product or service, sold under its brand, that integrates WYRLO.
- Other terms have the meaning given to them in the terms of use.

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## 2. Purpose

WYRLO authorises the Partner, on a non-exclusive basis and for the duration of the plan, to integrate the WYRLO API into the Partner Solution and to provide it to its End clients, under its own brand, within the limit of 50 End clients.

WYRLO does not contract with End clients, does not invoice them anything and does not contact them, except where required by law or at the Partner’s request.

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## 3. End client Spaces

- The Partner creates one Space per End client from its console. The data of each Space (zero-copy index, search, traces) is separated: a search only covers the requested Space.
- A Space’s identifier only serves to separate the data: the Partner does not put a person’s name in it.
- The Partner can suspend or delete a Space. Deletion immediately erases the End client’s index and traces; only the number of verifications for the current month is kept, without an identifier, for the invoice.
- The Partner’s console shows, per End client, the month’s usage, the status (active or not) and the measured quality.

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## 4. Brand

- The Partner presents the Partner Solution under its own brand. It is not required to mention WYRLO in its marketing communications, but it informs its End clients of the identity of WYRLO and its subprocessors in the documents relating to data protection (article 7).
- Full white labelling (API address on its own domain name, console in the Partner's colours, End clients' access to a console) is not included in the Partner plan: it falls under the plan on quote.
- The Partner only uses the WYRLO name or logo with WYRLO's written consent. WYRLO only cites the Partner as a reference with its written consent.

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## 5. Obligations of the Partner

The Partner undertakes to:

- provide, on its own, first-level support to its End clients (receiving requests, diagnosis, response), and only pass on to WYRLO the incidents it could not resolve, without personal data or document content;
- have its End clients accept terms at least as protective as WYRLO's terms of use, in particular the prohibition of data covered by articles 9 and 10 of the GDPR without masking, of unlawful or prohibited uses and of attempts at circumvention;
- enter into a contract with each End client that complies with article 28 of the GDPR, authorising the use of WYRLO as a sub-processor and of its own subprocessors;
- inform its End clients, and enable them to inform their own users, that the answers are verified, and where applicable drafted, by an AI system, and of what WYRLO does not guarantee (Artificial intelligence page);

- not present WYRLO as guaranteeing the accuracy of answers, nor make on WYRLO's behalf a commitment (availability, security, location, timeframe) that WYRLO has not made in writing;
- protect its API keys and AI provider keys, and revoke an exposed key without delay;
- pass on without delay to its End clients WYRLO's notifications (data breach, new subprocessor, API change) and to WYRLO their instructions and their requests to exercise their rights;
- comply with the limits of the plan and the terms of use.

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## 6. Obligations of WYRLO

WYRLO undertakes to:

- provide the service in accordance with the terms of use and the public documentation, with no availability commitment (no SLA);
- provide second-level support to the Partner only, by email at contact@wyrlo.io, with no guaranteed response time;
- keep each End client's data separated in its Space;
- inform the Partner at least 30 days in advance of any new subprocessor, at least 3 months in advance of any incompatible change to the API, and within 48 hours of any data breach affecting its End clients.

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## 7. Price and invoicing

The price (per active End client per month, by tier), the volume included in a shared pool, the overage and the consolidated invoice are set out in article 7 of the terms of sale. The Partner freely sets its own prices to its End clients.

Terms of sale

## 8. Personal data

- For its End clients' data, the Partner in principle acts as processor for each End client, and WYRLO as sub-processor of the Partner. WYRLO's data processing agreement applies, in particular its article 2.
- The Partner informs its End clients of the use of WYRLO and its subprocessors (WYRLO's public list), as required by article 28 of the GDPR.
- End clients' data belongs to them; WYRLO only uses it to provide the service, never to train an AI model.

Data processing agreement  Subprocessors

## 9. Liability

- The Partner is solely liable to its End clients for the Partner Solution and for the commitments it has made to them.
- WYRLO's total liability to the Partner is limited to the sums paid by the Partner for the plan during the twelve months preceding the event giving rise to liability (100 euros during the trial), except in the event of gross negligence or wilful misconduct. WYRLO is not liable for indirect damage.
- The Partner indemnifies WYRLO against any claim by an End client based on a commitment the Partner has made beyond this Partner agreement or on a failure by the Partner to meet its obligations.

## 10. Term and end

- The Partner agreement applies for the whole duration of the Partner plan, which can be cancelled under the terms of sale.
- At the end of the Partner plan, the Partner deletes the End client Spaces beyond the limits of its new plan. Failing that, WYRLO may delete them 30 days after the end of the plan, after notifying the Partner by email at least 15 days in advance. The Partner informs its End clients in good time.
- Before the end, the Partner may request in writing a copy of the traces still kept for each of its End clients, in a machine-readable format, in order to hand them over.
- Either party may terminate the Partner agreement in the event of a serious breach by the other, not remedied 30 days after formal notice by email.

## 11. Miscellaneous

The articles of the terms of use on intellectual property, changes to the terms (30 days' notice by email), governing law and disputes apply to the Partner agreement. Beyond 50 End clients, or for full white labelling, the plan on quote applies, with signed specific terms.