

# Product Specific Terms (PST) Listings



Last Updated: March 31st, 2023

Insofar as and to the extent that the subject matter of an Order includes the use of the SaaS Product **Listings**, such use shall be subject to these PST which are deemed an integral part of such Order.

Capitalized terms used but not defined in this PST have the meanings given to them in the Agreement.

## 1. PRODUCT-SPECIFIC RIGHTS & OBLIGATIONS

1.1. **Listings** within the meaning of these PST means the SaaS Product "Listings" as described in the Agreement.

1.2. **Data Specifications.** Customer may add Corporate Locations to Listings allowing the Customer or Authorized Users to administer Corporate Location Data through Listings. Corporate Location Data must meet the specifications required by Uberall and/or the Publication Partners. Customer can add, alter or delete Corporate Location Data through the API or in the SaaS Product as available. Uberall reserves the right to reject Corporate Location Data if it does not comply with the above mentioned requirements.

1.3. **Publication Partner Independence.** Customer acknowledges that Uberall has no responsibility for, or control over the Publication Partners and their use of the Corporate Location Data once submitted to them, and Uberall expressly disclaims liability therefor, including specifically their

- (a) usage of Corporate Location Data;
- (b) particular ranking of any Corporate Location Data as a result of a search or query;
- (c) accuracy or contents of Corporate Location Data published; or
- (d) acceptance and/or publication of Corporate Location Data and/or any changes thereto.

The Corporate Location Data may, in sole discretion of the Publication Partner(s), be de-listed for whatever reason.

1.4. **Verification.** Uberall or the Publication Partners might require a verification process for which the Customer or an Authorized User must reply to inquiries of Uberall and/or a Publication Partner

("Verification"). Customer shall provide Uberall with the appropriate email address(es) for Verification requests to be sent to Customer and/or Authorized Users and ensure any necessary consents of Customer and/or Authorized Users to all email communication on the Verification thereto. Customer shall take any necessary actions or required in Verification emails and/or forward Verification emails to the email address provided by Uberall for that purpose within five (5) business days. Failure to complete the Verification process may delay or prohibit the fulfillment of Listing.

1.5. **Listings Add-Ons.** In the event that the SaaS Product Listings as agreed upon in the Order also includes at least one "Listing Add-On" as described in the Agreement, the Corporate Location Data may also include additional data specifically required for the Listing Add-On ("**Add-On Data**"). Customer hereby agrees that Uberall may transmit Add-On Data to its third party suppliers. Add-On Data provided by Customer will be cleansed and enriched by third party suppliers. UB will then make such cleaned and enriched Add-On Data available to the Client. Client is responsible for verifying the cleansed and enriched Add-On Data in order to ensure that Add-On Data is correct. Any Liability for Add-On Data that has not been verified by Customer shall be solely with Customer. Customer hereby agrees that it may have to interact with the respective third party supplier, e.g. in case they encounter difficulty retrieving Add-On Data. Customer hereby agrees that all Corporate Location Data provided by Customer to UB belongs to Customer, and UB will own all cleansed and enriched Add-On Data produced based on such Corporate Location Data.

## **2. LIABILITY**

Uberall shall not be liable for any failure to publish Corporate Location Data and or any decision made by Publication Partners to reject, modify or de-list Corporate Location Data. Customer acknowledges that Uberall cannot guarantee that the Corporate Location Data can be published with all/any selected Publication Partners, to the extent such publication is prevented by reasons beyond Uberall's control, including in particular, but not limited to (i) space restrictions, (ii) the incompatibility of the Corporate Location Data with the Publishing Partners' applications, (iii) the use by Publishing Partners of sources other than Uberall, (iv) the Publication Partners's publication and update cycles, and (v) the inability of for Uberall to locate certain Corporate Locations. Uberall shall not be liable for any failure to advertise or publish, but Uberall will cooperate with Publication Partners in this respect.

## **3. MISCELLANEOUS**

- 3.1. Hierarchy.** In any event of a conflict between the provisions of these PST and any part of the Agreement directly referenced in the Order other than the Order itself, these PST shall prevail but only with respect to the respective conflict.
- 3.2. Changes.** Subject to and in compliance with the respective provisions of the Agreement, this PST, either individually or together with other parts of the Agreement, may be updated or amended by Uberall at any time.