

Product Specific Terms (PST)

Insights & Analytics



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 **Insights & Analytics** 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. **Insights & Analytics** within the meaning of these PST means the SaaS Product Insights & Analytics as described in the Agreement.

1.2. **Reports and Analytics Data.** The SaaS Product Insights & Analytics allows Customer to view and/or access various reports and analytical visualizations ("**Reports**") created based on Customer Data and/or data of Uberall and/or third parties. Customer consents to the use of Customer Data for this purpose. In the event and to the extent Customer Data has been used for the creation of Reports, Customer's ownership of such Customer Data shall remain unaffected. In the event and to the extent that data sets and/or visualizations were created on the basis of aggregated and/or anonymised Customer Data, the Parties agree that Uberall is the sole owner of the created data.

1.3. **Recommendations.** In the event and to the extent that the Reports contain recommendations regarding the use of the SaaS Products, Customer Data and/or other potential actions of Customer, the Parties acknowledge that such recommendations shall solely be considered as non-binding visualizations and/or demonstrations of potential activities or modification. Customer acknowledges that Customer shall have the sole responsibility for any business decision or other decision made based on such recommendations. Uberall shall not be liable for any business decision or other decision made by Customer based on such recommendations. The Parties agree that the SaaS Product Insights & Analytics does not include any consulting services or comparable other Professional Services or services.

2. MISCELLANEOUS

2.1. **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.

2.2. **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.