

# Product Specific Terms (PST)

## Local Social / Brand Social



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 **Local Social** or **Brand Social**, 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. **Local Social** or **Brand Social** within the meaning of these PST means the SaaS Product which, depending on market, territory or audience, is referred to as "Brand Social" or "Local Social".

1.2. **Social Media Postings.** Local Social and/or Brand Social allows Customer to create and transfer social media content as described in the Agreement ("**Social Media Postings**") to selected Publication Partners via the SaaS Product(s) for the purpose of publication. Customer shall ensure that any Social Media Posting meets any specifications required by Uberall and/or the respective Publication Partners. The Parties agree that under the Agreement the content and/or data of any Social Media Postings shall be regarded as Corporate Location Data.

1.3. **Social Ads.** In the event that the agreed use of the SaaS Product Local Social and/or Brand Social also includes the availability to book social media ads and/or paid social media postings ("Social Ads") on a Publication Partner through the SaaS Products. Customer acknowledges that the Publication Partner may charge separate fees for the publication of a Social Ad. The Parties agree that under the Agreement the content and/or data of any Social Ads shall be regarded as Corporate Location Data.

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

- (a) usage of Social Media Postings and/or Social Ads and/or respective Corporate Location Data;
- (b) accuracy or contents of Social Media Postings and/or Social Ads and/or respective Corporate Location Data published; or
- (c) acceptance and/or publication of Social Media Postings and/or Social Ads and/or respective Corporate Location Data and/or any changes thereto.

### 2. LIABILITY

2.1. Uberall shall not be liable for any failure to publish Social Media Postings and/or respective Corporate Location Data and or any decision made by Publication Partners to reject, modify or remove Social Media Postings and/or respective Corporate Location Data. Client acknowledges that Uberall cannot guarantee that the Social Media Postings and/or respective 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) incompatibility with the Publishing Partners' applications, (ii) the use by Publishing Partners of sources other than Uberall and (iii) the Publication Partners's publication and update cycles. Uberall hereby disclaims liability for any failure to advertise or publish, but Uberall will cooperate with Publication Partners in this respect.

2.2. In the event that the agreed use of Local Social and/or Brand Social also includes the availability to book Social Ads, Uberall shall not be liable for any claim arising from (a) unauthorized modification of the SaaS Product by Customer; or (b) the use of the SaaS Product in material breach of the Agreement. In the event that a third party raises claims of an alleged infringement of

intellectual property rights resulting from the Customer's use of Social Ads against Uberall or its Affiliates or service providers, Uberall may elect at its sole discretion to do one or more of the following: (i) modify, or arrange for the modification of, the Platform to render its use non-infringing; (ii) render the relevant activity non-infringing by procuring the right to exercise the relevant Intellectual Property Rights of the relevant person; (iii) suspend the Customer's use of the SaaS Products or Social Ads or parts thereof or (iv) terminate the Agreement.

**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.