

Product Specific Terms (PST)

GB- Profile Professional Services



Last Updated: June 2nd, 2023

Insofar as and to the extent that the subject matter of an Order includes the use of the SaaS Product **GB- Profile Professional Services**, 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. Definitions

Business Day

10:00 AM to 6:00 PM CET, not including Saturday, Sunday or public holidays (depending on the registered office of the contracting entity).

Google Business Profile

Google Business Profile (“GB”) is a platform offered by Google, where businesses can manage their online presence.

Google profile

Google profile is the profile where business information such as address, name, payment methods etc. is included for each of the Customer’s Corporate Locations. Also referred to as Business profile.

Google Support

Google Support is a support service provided by GB to businesses using GB, which can be contacted by the Customer directly as well.

Google Account

Google Account(s) (Business Groups) is/are the account(s) of a business in GB enabling the user (s) of the business to manage its location(s). Each account has an account owner, who in general is a designated individual using a business email address of the Customer.

Google Guidelines

Google Guidelines refer to the GB best practices, definitions and information available on Google Business Profile Help Center.

GB API

GB API is an interface, which allows developers to build applications that interact directly with their business location information on the GB server.

Uberall Knowledge Base

Platform used by Uberall as a knowledge platform, where Uberall hosts a library of business related articles.

1.2. GB-Professional Services within the meaning of this PST means Professional Services as described in the Agreement. **GB-Professional Services** offers Customer globally a support solution for their GB management consisting of below three levels of support, if and when the letters for the (pre-existing) location is in the Latin alphabet whereby the only supported service language is English, German, French, Italian and Spanish.

- (a) First Level: Setup and Publication
 - (b) Second Level: Diagnosis and Troubleshooting
 - (c) Third Level: On Demand service
- Definitions as per Annex A to this PST apply.

1.3. First Level: Set-Up and Publication support. Uberall will ensure to claim and verify locations and support the Customer to verify and /or bulk verify accounts where applicable according to Google’s Guidelines. SaaS Product is connected to GB via an API. Customer and Uberall to comply with below mentioned obligations to enable Set-Up and publication support.

- (a) Customer Obligations
 - (i) Provide Uberall timely with all requested information

- (ii) Grant Uberall necessary permissions
- (iii) submit accurate and complete Corporate Location Data to SaaS Product
- (b) Uberall Obligations
 - (i) Organize the GB locations according to the account including folder structure setup in the SaaS Product
 - (ii) Adjust GB location for a smooth connection with the Uberall Platform.
 - (iii) Remove all duplicate, closed or inactive GB locations from the GB location groups so that the GB location groups mirror the locations in the SaaS Product
 - (iv) Reach out to Google Support on Customer's behalf to remove locations
 - (v) Request on behalf of Customer the ownership of Customer's Corporate Location

1.4. Second Level: Diagnosis and Troubleshooting.

- (a) Customer Obligations
 - (i) Customer availability to provide immediate reply to enquiries and instructions to Uberall, to confirm the accuracy of Corporate Location Data as name, address, category, Customer Corporate Location pictures and status etc..
- (b) Uberall Obligations
 - (i) frequently review the Customer Corporate Location status.
 - (ii) Take action and where required timely contact GB support when Google Profile does not mirror the Corporate Location Data in the SaaS Product.

1.5. Third Level: On Demand Service. Services not available to Customer via the SaaS Product and via GB API, but available via GB.

- (a) Customer Obligation:
 - (i) Provide detailed instructions and detailed desired outcome to

Uberall, which is sufficient for Uberall to perform the requested service

- (ii) Make timely request for service to allow sufficient time to the Uberall team provide service
- (iii) Report incorrect data within the GB Account to Google Support.
- (b) Uberall Obligations
 - (i) Inform Customer of GB's best practices related to the Customer request
 - (ii) Inform Customer of expected turnaround time to fulfill service
 - (iii) Reach out to Google Support in a timely manner and follow-up in timely manner on submitted and not resolved enquiries with GB Support

1.6. Communication and Collaboration.

Customer and Uberall to comply with following obligations at all times pertaining to GB-Professional Services First, Second and Third Level. For the avoidance of doubt, Uberall is not responsible for any support and/or service provided by Google Support.

- (a) Customer's obligation is to appoint a designated contact person(s) available during Business Days for any GB-Professional Services related enquiries who is also responsible for updating, creating and connecting Corporate Location Data in the SaaS Product
- (b) Uberall Obligations
 - (i) provide Customer access to Uberall knowledge base
 - (ii) Share knowledge with Customer on GB best practices, guidelines and risk potential.

2. Fees:

2.1. GB-Professional Services Tiers:

Depending on the number of Customer Corporate Location per Google Account, a Tier (S, M or L) ("Tier") will apply, whereby Tiers S and M and L each cover a number range. If a Customer has multiple Google Accounts, a Tier Fee will apply to each one. The Order Form indicates the applied Tier. The Customer cannot change a Tier within the Term of a Order Form, but can request to change the Tier with 30 (thirty) days notice prior to the expiry of an Initial Term, Renewal Term.

2.2. Fixed Tier Fee

The Customer will be billed monthly a fixed Tier Fee as indicated in the Order Form, which is payable monthly.

2.3. Variable Fee

In addition to the Fixed Tier Fee, the Customer will be billed monthly a Variable Fee as indicated in the Order Form, which will be calculated based on the actual number of Customer Corporation Location per each Google Account of the Customer and is payable monthly.

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.