

# Product Specific Terms (PST)

## GB - Profile Professional Services



Last Updated: August 9th, 2023

Insofar as and to the extent that the subject matter of an Order includes the Professional Service **GB - Profile Professional Services**, such Professional Service 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. SERVICE-SPECIFIC RIGHTS & OBLIGATIONS

1.1. **GB - Profile Professional Services** within the meaning of these PST means the Professional Service described in these PST. GB - Profile Professional Services provides Customer with a support solution for their GB management of Corporate Locations for which GB is available, provided that any data and/or information for any (pre-existing) Corporate Location is spelled in the Latin alphabet, whereby the only supported service languages are English, German, French, Italian and Spanish, and consist of the following three levels of support:

- a) First Level: Setup and publication
- b) Second Level: Diagnosis and Troubleshooting
- c) Third Level: On Demand service

1.2. **Further Definitions.** The following capitalized terms shall have the meaning defined as follows:

- a) **"Business Day"** means 10:00 AM to 6:00 PM CET, not including Saturday, Sunday or public holiday(s) at the business seat of Uberall or the Federal Republic of Germany or Berlin.
- b) **"GB"** or **"Google Business Profile"** is a platform offered by Google, where businesses can manage their online presence.
- c) **"Google Profile"** is the profile on GB where business information (such as address, name, payment methods etc.) is included for each Corporate Location of Customer. Also referred to as "Business Profile".
- d) **"Google Support"** is a support service provided by Google to businesses using GB, which can be contacted by the Customer directly as well. For the avoidance of doubt, Uberall is not responsible for any support and/or service provided by Google Support.
- e) **"Google Account"** Google Account(s) (or 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 Google Account has an account owner, who in general is a designated individual using a business email address of Customer.

f) **"Google Guidelines"** refer to the GB best practices, definitions and information as made available by Google on the Google Business Profile Help Center.

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

h) **"Uberall Knowledge Base"** is a platform used by Uberall as a knowledge platform, where Uberall hosts a library of business related articles.

### 1.3. First Level: Setup and Publication Support.

Uberall will ensure to claim Corporate Locations in GB and support the Customer to verify and/or bulk verify accounts where applicable according to the Google Guidelines, provided that the SaaS Product is connected to GB via an API on account level and Uberall is provided which access to the Google Account(s). In order to allow Uberall to provide the foregoing support, Customer shall (a) provide Uberall timely with all requested information, (b) grant Uberall necessary permissions and (c) submit accurate and complete Corporate Location Data to the SaaS Product in accordance with the Agreement. Uberall will then as part of the setup and onboarding of GB - Profile Professional Services as agreed (a) organize the Corporate Locations in GB according to the account setup, including the folder structure, in the SaaS Product, (b) adjust Corporate Locations in GB to be in adherence with Google Guidelines for a smooth connection with the Uberall Platform, (c) request the removal of any duplicate, closed or inactive GB entries of Corporate Locations from the Google

Account so that the Corporate Locations of the Google Account match the Corporate Locations in the SaaS Product, (d) reach out to Google Support on behalf of Customer to remove Corporate Locations and (e) request the ownership of Corporate Locations in GB on behalf of Customer.

**1.4. Second Level: Diagnosis and Troubleshooting.**

In order to allow Uberall to provide the second level of GB - Profile Professional Service as set forth in this Section 1.4, Customer shall ensure the necessary availability to provide immediate replies to enquiries and instructions of Uberall and confirm the accuracy of Corporate Location Data, such as the name, address, category, Customer Corporate Location pictures and status. Uberall will then (a) frequently review the Corporate Location status in GB and (b) take action according to Google Guidelines and where required timely contact Google Support when a Google Profile does not mirror the Corporate Location Data in the SaaS Product.

**1.5. Third Level: On Demand Service.**

Upon specific request of a Customer (“Request”) and subsequent approval of such by Uberall, Uberall may as part of GB - Profile Professional Services provide additional Professional Services that cannot be provided through the GB API and are not included in GB - Profile Professional Services (“On Demand Service”). In order to allow Uberall to provide any On Demand Services for an approved Request, Customer shall (a) for each Request provide detailed instructions and detailed desired outcome to Uberall, which is sufficient for Uberall to perform the requested On Demand Service, (b) make Request for On Demand Service in sufficient time to allow Uberall to provide the respective On Demand Service and (c) report incorrect Corporate Location Data or other incorrect information within the GB Account to Google Support. Uberall will then (a) inform Customer of GB’s best practices related to the Request, (b) inform Customer of expected turnaround time to fulfill the respective On Demand Service and (c) reach out to Google Support in a timely manner and follow-up in timely manner on submitted and not resolved enquiries with Google Support.

**1.6. Communication and Collaboration.** Customer and Uberall shall comply with following obligations at all time, for any level of GB - Profile Professional

Services: (a) Customer shall appoint (a) designated contact person(s) available during Business Days for any GB - Profile Professional Services related enquiries who is also responsible for updating, creating and connecting Corporate Location Data in the SaaS Product; (b) Uberall shall provide Customer with access to the Uberall Knowledge Base; and (c) Uberall shall share knowledge with Customer on GB best practices, guidelines and risk potential.

**2. Fees**

**2.1. Tiers.** Depending on the number of Customer Corporate Locations 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 (“Tier Fee”) will apply for each of such Google Accounts. The applicable Tier is set forth in the Order. The Customer cannot change a Tier within the Term of an Order, but can request to change the Tier with 30 (thirty) days notice prior to the expiry of an Initial Term or Renewal Term.

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

**2.3. GB Location Fee.** In addition to the Fixed Tier Fee, the Customer shall pay to Uberall a subscription fee for the Committed Quantity of Corporate Locations set forth in the Order (“**GB Location Fee**”). In the event that the actual number of Corporate Locations per respective Google Account included in the Tier Fee exceeds the Committed Quantity the Customer shall pay an additional Usage Based Fee based on the Unit Price/Month set forth for the GB Location Fee.

**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.