

Product Specific Terms (PST)

Locator & Local Pages



Last Updated: February 9th, 2024

Insofar as and to the extent that the subject matter of an Order includes the use of the SaaS Product **Locator** and/or the SaaS Product **Local Pages**, 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. **Locator** within the meaning of these PST means the SaaS Product "Locator" as described in the Agreement.

Local Pages within the meaning of these PST means the SaaS Product "Local Pages" as described in the Agreement.

Session within the meaning of these PST means a retrieval of Local Pages or Locator, as integrated in the Customer Environment, by an end user. Subsequent interactions with Local Pages or Locator shall not be regarded as additional Sessions as long as the browser or browser tab is not closed or refreshed.

1.2. **Integration.** As agreed upon in the Order, Locator and/or Local Pages may each be provided by UB either as a SaaS Product hosted by UB ("**Managed**" or "**Managed SaaS Product**") or as a SaaS Product to be fully hosted by the Customer itself ("**Self-Service**" or "**Self-Service SaaS Product**") to be integrated in the agreed environment (e.g. website or application) of the Customer ("**Customer Environment**") or Uberall may instead provide Customer with Access to its Locator API ("**Locator API**" or "**Store Finder API**") for the sole purpose of creating a website or application element with functionalities of Locator itself. Any elements provided for the use and and/or integration of a Managed SaaS Product (e.g. code) shall be regarded as a SaaS Product within the meaning of the Agreement as well.

1.3. **Locator Analytics.** Uberall may, irrespective of any Personal Data processed on behalf of Customer under the applicable DPA, collect or otherwise process aggregated or anonymised data of end users accessing the integrated SaaS

Product Locator and/or Local Pages for analytical purposes ("**Locator Analytics**"). Customer may deactivate Locator Analytics within the SaaS Product.

1.4. **Cooperation.** In the event that Locator and/or Local Pages is provided as a Managed SaaS Product, Customer undertakes to provide Uberall with any information reasonably to be deemed necessary for its preparation, setup and/or integration upon first request. This shall include, but not be limited to, any mandatory information required under applicable laws.

1.5. **Favorite Location.** In the event that Locator includes the functionality "Favorite Location" ("**Favorite Location**"), end users will be allowed to select a Corporate Location to be highlighted during subsequent Sessions. The Parties acknowledge that Favorite Location requires the storage of a cookie on the device of such end user. Customer is solely responsible for determining the time period for which such cookie is stored and shall inform Uberall of required changes to such time period with sufficient advance notice.

1.6. **End User Information.** Customer is aware that it may be required under applicable law to provide mandatory information to and/or obtain consent from end users of Locator and/or Local Pages in the Customer Environment ("**End User Information**"). Customer is solely responsible for such End User Information. Upon request Uberall will provide Customer with any information reasonably required by Customer for that purpose.

1.7. **Included Sessions.** The fees indicated and/or referred to in the Order include the use of Locator

and/or Local Pages as agreed upon in the Order for the amount of Sessions set forth in the Order (“**Included Sessions**”). In the event that the amount of Sessions exceeds the Included Sessions, Customer shall pay to Uberall an additional fee as indicated in the Order.

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.