



Uberall General Terms of Business (GTB) for Business Customers

1. Scope

uberall GmbH is a company founded under German law with registered office on Hussitenstr. 32-33, 13355 Berlin, Germany ("**UB**"). The client ("**Client**") is the company listed on the attached offer and order form ("**Order Form**"). A description of each product listed on the Order Form is available in the form's current version at any time, under <https://uberall.com/en-gb/products> ("**Products**").

These GTB apply to the use of the products and corporate location information ("**GTB**"). They apply to the entire contractual relationship between UB and Client—thus to all services of UB and all future contracts and orders through the Client—and exclude any of the Client's terms of business.

The Order Form and the GTB together constitute the entire agreement between UB and Client and are hereafter jointly referred to as "**Agreement**". All appendices thereunto form an inseparable and essential component of this Agreement.

Provisions in the Order Form may differ from the GTB, and in such cases have precedence over the GTB.

2. Service obligations of UB

The services to be rendered by UB are stipulated by the Agreement in conjunction with the product description, which can be viewed at any time on UB's internet presence.

A major obligation entails inserting and linking the information Client delivers about their corporate locations for the relevant geographical area ("**Corporate Location Data**") and the number of locations in their database ("**uberall Database**") given in the attached Order Form. To this end, UB will use such Corporate Location Data in separate files, tools and other related products as well, as long as this is necessary, advisable, or helpful, in fulfilling their service obligation.

While rendering services, UB will distribute the Corporate Location Data to third parties ("**Directory Partner**"). Client is aware that in exceptional cases the Directory Partner listed in the product plan may be changed during the contract term, if this becomes necessary due to reasons for which UB is not responsible (e.g., the insolvency of a Directory Partner). Client's claims against UB for damages or reduction are excluded in this regard.

UB ensures that Client can add, alter or delete Corporate Site Data via the API or uberall Location Control Center at any time during the contract term.

If agreed in the Order Form, UB shall alter and add locations to the uberall database, publish the same, and render additional administrative services for Client. UB shall render this service (1) after checking the data or information provided by Client, (2) while observing their contractual obligation to exercise diligence, and (3) in a time period that is reasonable for both Contracting Parties.

UB shall transmit the Corporate Location Data to all Directory Partners listed in the product plan so that they may provide the data to their users. Client is aware that UB cannot guarantee the Corporate Location Data from the uberall database can be advertised and published at all times for all selected Directory Partners if this is prevented by reasons beyond UB's control. These reasons particularly include (i) space restrictions, (ii) the incompatibility of the Corporate Location Data with the Directory Partners' applications, (iii) the use by Directory Partners of POI sources other than UB, (iv) the Directory Partner's publication and update cycles, and (v) the impossibility for UB to locate certain Client locations. In these cases, any liability by UB is excluded unless Client proves UB is responsible for the existing reasons. UB shall work closely together with the Directory Partners in this respect, while observing all contractual obligations to exercise diligence.

3. Obligations of Client / Cooperation



Client shall provide UB in advance with all documents, information and materials they need to perform the agreed services. In so doing, Client shall ensure that the transmitted documents, information and materials are applicable and free of errors. Any liability on the part of UB for processing any erroneous information, documents or materials is excluded.

Client shall transmit the Corporate Location Data to UB using the uberall interface (“**API**”) or uberall Location Control Center. In so doing, he shall select a format that meets UB specifications. Client is aware that individual Directory Partners do not support certain formats, or that some information cannot be shown completely in the form transmitted by Client, due to the technical requirements of individual Directory Partners. UB ensures that this information will be processed as optimally as the Directory Partner makes possible and will be shown or provided to the Directory Partner in question.

All Corporate Location Data and all information and materials provided will be checked for their lawfulness before being transmitted. If a legal breach or violation of common decency is present or possible, UB is authorized to refuse to process this information or these materials. UB shall inform Client thereof.

Client ensures to the best of his knowledge that

- a. he is authorized to enter into this Agreement,
- b. the Corporate Location Data, brands and logos included, as well as all additionally provided materials, information and documents, are free of any third-party rights, encumbrances or interests, and are suitable for integration in all the Directory Partners' products,
- c. the Corporate Location data contains neither viruses, spyware nor other harmful source codes or materials, and are free from errors or imprecise data,
- d. he has obtained, and will maintain, all contents, consents, approvals, permits and releases which are necessary to fulfil the obligations under this contract,
- e. he will not violate any third-party rights by performing his obligations, especially intellectual property rights, and his existing obligations or agreements do not contradict or hinder such rights,
- f. the Corporate Location Data is in no way illicit, harassing, obscene or pornographic, do not glorify violence, endanger youth or violate third-party rights, and are not otherwise inappropriate.

If any of the above obligations are violated, Client shall release UB and the Directory Partners from all third-party claims based on such violation, as well as from any costs incurred by asserting these claims (especially for legal d), unless Client can prove that UB or the Directory Partner was fully or partially to blame for the legal breach.

The Parties shall immediately inform each other if they learn of such a claim. If Client, UB or a Directory Partner faces such a claim, or if Client believes the Corporate Location Data could violate third-party intellectual property rights, Client shall immediately procure at his expense (i) the usage rights to the Corporate Location Data for UB, the Directory Partner and his partner company, or (ii) delete, replace or alter the data in question so that they no longer violate any rights.

4. Duration and termination

The Agreement will enter into force as soon as both Parties sign the offer and Order Form (the "**Contract Inception**"). The duration and termination can be seen in the offer and Order Form and are extended by another 12 months automatically if not cancelled at the end of their duration with a notice period of 90 days.

The right to terminate for cause remains unaffected by this; this right exists in particular if insolvency proceedings are initiated concerning a Contracting Party's assets, or a motion is made to this effect, or if a Party discontinues or threatens to discontinue their entire business or an essential part thereof.

Termination is required in written form.

5. Fees / Payment methods

The services of UB selected under Item 2 and in the Order Form incur a fee after the Agreement is signed. In particular, the following fees will be due to UB:

- a. one-time fee after access has been set up ("**Setup Fee**"),
- b. monthly basic fee ("**Basic Fee(s)**") during the contract term and the extension periods,
- c. a fee per location ("**POI**") per month (the "**Location Fee(s)**"), which are always given in the Order Form.

The Location Fees are calculated based on the number of POIs at the end of each month. The Location Fees of each month are offset against the respective Basic Fee. If the Basic Fee for a particular month is completely offset by the calculated Location Fees, Client shall pay the remaining Location Fees. The fees cannot be refunded. They do not include VAT or other applicable taxes. They cannot be offset against these.

The individual fees are payable immediately after UB issues an invoice and must be paid within 30 days. The Basic Fees and Location Fees are calculated and invoiced monthly unless different payment terms have been agreed in the signed offer. Statutory regulations apply in the event of default. Payments must be made in Euros unless the respective invoice stipulates differently.

6. License transfer/Usage rights

Under the conditions of these GTB, and for the duration of the contract term, Client guarantees UB and their accepting partner companies the worldwide, simple, and transferable right to use without charge any or all of the Client's provided brand logos, symbols and other materials ("Client Materials") which are protected by copyright or other rights (e.g., photos, product catalogues, etc.). This usage right includes all rights and types of use which are necessary and helpful for UB to render their contractual services. It particularly includes the right (i) to combine, alter or augment the Corporate Location Data with other data obtained by UB and their partner company; (ii) to use the Corporate Location Data within UB, (iii) to update, store, download, run, reproduce, digitalise, duplicate, copy, translate or process the Corporate Location Data in the uberall database; (iv) to sell, ship, advertise, let, sublet, market, license, or sub-license products, either directly or indirectly, or to use to the full extent methods, processes and devices in any form, including all present or future scientific, digital, mechanical or electronic means, which contain the Corporate Location Data or products derived therefrom, (v) to present, reproduce, exhibit, publish, or exploit the Corporate Location Data or products derived therefrom (directly or in a distribution chain) to any Directory Partner through or for the use of any products from Directory Partners, and (vi) to allow the Directory Partners' users to use the Corporate Location Data indirectly through the Directory Partner.

UB is strictly prohibited from disposing of or otherwise selling the Client materials provided solely by Client, since this is not covered by the transfer of rights.

It is hereby clarified that UB is allowed to commission third parties to perform the activities named, and to grant them the necessary sub-licenses to the rights under this Agreement. If Client deletes, supplements, or alters Corporate Location Data, this will in no case affect a sub-license granted to the Directory Partners or their users by UB, as long as the deleted, supplemented or altered Corporate Location Data were used by the Directory Partners, their users, or both. Client hereby acknowledges and agrees that as soon as Corporate Location Data from Directory Partners or their users are utilised, UB will not be obligated to ensure that the respective data will be deleted from any services, systems or devices which are used under the control of the Directory Partners, their users, or third parties, or that the data will not be altered or used by the persons named. This also applies mutatis mutandis if the contractual relationship between UB and Client is terminated. To comply with data protection legal standards, UB will inform all directory partners in the event of a termination of the contractual agreement with the client and/or should the client wish to remove any personally identifying information or other information related to data protection.

7. Maintenance of Secrecy

"Confidential Information" is defined as this Agreement as well as any information relating to UB, Client, their respective customers or business partners, and any secret information revealed under circumstances which would reasonably be considered confidential, whether the information is relayed verbally, pictorially, in writing or using another medium. The Parties shall not reveal any confidential information without the other's written consent. This includes the use of logos and names for marketing or advertising purposes.

8. Liability

UB is liable for contractually agreed main obligations in accordance with statutory provisions.

If UB erroneously processes Corporate Location Data from Client (by inclusion, linking, etc.), UB is not liable if UB rectifies the error during a time period which is reasonable for both Parties.

UB is not liable for damages if Client administers or uses the provided API or uberall Location Control Centers in a faulty or inadequate manner.

UB shall comply with all applicable statutory provisions while rendering their services, including, but not limited to, relevant provisions of data protection law, competition law (including the Fair Trade Law, German Act against Restraints of Competition, and German Telemedia Act) and industrial property rights (including copyright and trademark law).

Client is aware that it is impossible, even with state-of-the-art technology, to create software which can work without error in all applications and combinations. In the event of a technical performance failure, UB shall attempt to rectify the disruption with normal commercial prudence. Any liability from UB is hereby excluded unless the technical malfunction is disproportionately long, and UB has not attempted to rectify the malfunction with normal commercial prudence.

Liability for consequential damages, atypical or indirect damages, downtime, or loss of prospective profits, revenues, data, business, reputation or prospective transactions is excluded.

Moreover, UB shall be liable for damages only if these were caused by gross negligence or wilful intent from UB or one of their vicarious agents. If UB's liability is excluded or limited, this also applies to the personal liability of UB's employees, staff, co-workers, representatives and vicarious agents.

9. No transfer

Client hereby agrees that upon prior written notification UB can fully or partially transfer, re-establish, forward or otherwise dispose of their rights and obligations under this Agreement, and release themselves from same, to any partner company of UB, any company which UB takes over completely or essentially, or any legal successor if UB is merged or acquired, provided that UB's legal successor ensures Client in writing that they are obligated by the provisions under this Agreement. The term "Partner Company" here means any company which controls another company or is jointly controlled by it. The terms "**control**" and "**controlled**" mean the legal, usufructuary or equitable ownership, whether direct or indirect, of more than 50% of the entire voting rights in the company.

Client shall not sell, assign or transfer any of his rights guaranteed herein without UB's consent.

10. Applicable law and competent court

This Agreement is subject to the law of the Federal Republic of Germany, notwithstanding the "conflict of laws" principles and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance for the contractual services to be rendered by UB is UB's registered office. The courts of Berlin, Germany, will be responsible for all legal disputes arising from this Agreement.

11. Miscellaneous

This Agreement constitutes the entire agreement between the Parties regarding its subject and replaces all former agreements, whether verbal or written, relating to that subject. Evidence to the contrary is excluded.



UB reserves the right to amend these General Terms of Business at any time if adhering to a reasonable notice period of at least four weeks. If Client makes no objection within four weeks after notification or publication, the amended business conditions are deemed accepted. The notification of the amendment will contain separate reference to the significance of this four-week notice period. If Client objects to the amended business conditions in a timely manner, UB is entitled, under consideration of Client's justified interests, to terminate any contract with the Client existing at the time at which the amendment enters into force; otherwise, the contractual relationship based on the previous GTB remains in existence.

Amendments to this Agreement are required in written form. This also applies to amendments of this requirement for written form.

Status as of July 2019