

A. Scope/Applicability

1. uberall GmbH (“UB”) is a private limited company (a “GmbH”) under German law registered in the Commercial Register of Berlin Charlottenburg (HRB 141620 B) and has its registered office at Hussitenstr. 32-33 in 13355 Berlin, Germany.
2. These Terms and Conditions for Partner set out the rights and obligations of UB and its Partners (“Partner”), who offer UB's Products to business Clients (“Clients”).
3. These Terms and Conditions for Partner and the “Partner Offer” (which is drafted as a proposal to enter into a contract and sets out any further contractual obligations of the Parties together with individual specifications) constitute the entire agreement between the Parties and are hereinafter collectively referred to as the “Contract”. The Contract is an exhaustive and exclusive declaration of mutual agreement between the Parties. It replaces all previous oral and written agreements between the Parties that concern the subject matter specified in **Section B**. Any provision stipulated on the Partner Offer that departs from these Terms and Conditions for Partner shall take precedence over the latter.
4. These Terms and Conditions for Partner govern the contractual relationship between UB and the Partner in as far as the subject matter of agreement postulated in **Section B** of these Terms and Conditions for Partner is concerned; the same applies to all future orders and contracts from the Partner that pertain to said subject matter. Any and all terms and conditions of the Partner concerning the subject matter are expressly excluded.

B. Subject matter of the Contract

1. The Partner will advertise, market and resell the Products to Clients in its own name and on its own account (“Business Resale”) and only in the markets specified on the Partner Offer (“Distribution and Resale Territory”). Any Business Resale outside of the Distribution and Resale Territory is strictly subject to the prior written approval by UB. The Partner may continue to market and sell its own products and services without any limitation. The Partner is not authorised to represent UB.
2. The subject matter of the Business Resale are all “Products” from UB. The “Available Product Bundles”, corresponding prices and sales terms are specified in detail and agreed as binding with the Partner on the Partner Offer. An up-to-date description of each Product listed on the form is available at <https://uberall.com/en-gb/products>. Updates or adjustments of individual Product and performance components, e.g. due to a new legal situation, changed laws or the discontinuance of services rendered by Publication Partners, are permitted during the Term of the Contract and shall be published in due time

C. General obligations of UB

1. The general obligations incumbent on UB result from the Partner Offer in conjunction with the Product descriptions, which may be reviewed on UB's website at any time.
2. UB develops and markets a Location Marketing Software Platform that allows companies to evaluate, publish and update their “Location Data”, such as their company name, address, contact details, photos, logos, on a number of different platforms and to include additional related services.
3. UB's performances include economically expedient measures aimed at making the Location Data received from the Partner (Section D) available to third parties (“Publication Partners”) for publication purposes. The list of Publication Partner will be individually selected and agreed between Partner and UB. The list may be changed by UB at any time. UB will take into consideration Partner's interests before effecting any changes to the list of Publication Partner.
4. UB will, at its own cost, warrant that the rights to operate and sell the Products are sustained for the Term of the Contract in as far as it, at its sole discretion, deems such course of action economically feasible and reasonable.
5. UB will, within a reasonable period, respond to and provide support for Product-specific problems experienced by the Partner that the latter cannot resolve without UB's assistance. This includes technical support for the integration of Clients in the UB database.

D. Transmission of Location Data: Platform and API

1. UB provides a “Platform” and/or Application Programming Interface (“API”) to the Partner: The Partner will use them to transmit all relevant Location Data (transmission in a format specified by UB) of Clients acquired by it in accordance with the Scope and specifications provided for in the Contract.
2. The Platform is subject to continuous improvement and adjustment. All key functions offered by the Platform are accessible via the API. If the Partner desires to develop its own Platform during the Contract Term, UB shall grant the Partner access to the API and all associated important documentation.
3. The Partner may select to use the Platform as either a white label solution (in which UB cannot be identified as the supplier and owner of the Products), or to market UB's Products (in its own name and on its own account) with UB's company name disclosed as the owner of the Products. The Partner's choice will be individually agreed on the Partner Offer.

E. Obligations of the Partner

1. The Partner and companies affiliated with it are prohibited from, directly or indirectly via contractual relationships with UB competitors, offering and/or selling any Products within the specified marketing and sales territory that are identical or similar to UB's Products (see individual agreement on the Partner Offer and the associated annexes) ("**Competing Business**"). The preceding sentence constitutes a material contractual duty of fundamental importance for UB. UB may terminate the Contract without observing a notice period in the event of an infringement against this material contractual duty. Claims for damages remain without prejudice. Until proven otherwise, all revenues generated from such Competing Business shall be deemed as profits lost by UB. In this case UB is not required to make the Product available for any orders and inquiries of the Partner after the termination.
2. The Partner shall at all times comply with all laws, regulations and codes applicable in the specified Distribution and Resale Territory.
3. The Partner acknowledges and agrees that the publication and all Location Data are subject to the character restrictions, quality standards and other applicable content requirements of the Publication Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Publication Partner in order to render them compliant with these requirements. Possible reasons may, without limitation, include: (i) insufficient space, (ii) non-applicability of the Location Data for the Publication Partner's application, (iii) the use of location sources other than from UB by the concerned Publication Partner, (iv) the publication and update cycle of a distribution partner, (v) potential problems on the part of UB in geocoding the entirety of Location Data and (vi) modification of the design and/or positions of a placement of Client content. The Publication Partners may in some cases require the Partner and Clients to verify the Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication.
4. The Partner bears the sole responsibility for its contractual obligations resulting from the contractual relationship with the Client. The Partner bears the sole responsibility for all communications, correspondence and interaction with Clients in relation to the Products. The Partner shall provide its Clients with Client service and technical support for all reselling business transactions. The Client service and technical support are supposed to clarify questions raised by the Client and assist in rectifying the Client's technical and administrative problems ("**First and Second Level Support**"). UB is under no obligation to provide any support to the Partner or the Clients. UB shall assist the Partner in its troubleshooting efforts ("**Third Level Support**") in cases where first and second level support is unable to resolve a problem that is attributable to the Products supplied by UB and that can only be resolved with the assistance of UB.

F. Assignment of rights

1. UB grants the Partner a non-exclusive and non-assignable right of use to the Products and associated functionalities it has developed and made available to the Partner. The right of use may only be assigned to Clients and only for the purpose of administering Location Data in the UB database.
2. Prior to publishing the Location Data, the Publication Partners require UB to grant them certain rights in relation to the data processing of as well as title in said data. UB therefore requires the Partner to assign the rights specified in the following to UB.
 - a. The Partner guarantees (i) it has the power and authority to enter into this Agreement and to grant UB and its Affiliates the rights granted herein; (ii) that it will only transmit a Client's Location Data to UB's database upon request by such Client, (iii) that it is authorised to use the Client's Location Data for this purpose, (iv) that it is authorised to disclose the Client's Location Data to UB and its Publication Partners, (v) that the Client's Location Data will not contain any viruses, spyware or other harmful code or materials, (vi) that the Client's Location Data constitutes a "primary" source of the Client's own business listings data, i.e., it originates or is derived directly from the Client, versus being derived from any secondary or aggregated sources; and/or be officially approved in writing by the Client as an official source of Client's business listings data, (vii) that the Client's Location Data will not contain any data, code or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license, that would impose obligations on UB or an Affiliate to distribute or disclose any data or software with which the Client's Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which Client's Location Data is combined, that would require UB or an Affiliate to license patent rights to any party, or that would impose any other obligation or limitation on UB or an Affiliate not expressly set forth in this Agreement, (xi) that the Location Data are current and accurate and that they are not pornographic, unlawful, harassing, defaming, offensive or in any other way inappropriate, that they do not glorify violence, are not harmful for underage persons and that they do not violate the rights of third parties.
 - b. The Partner grants a global, non-exclusive, transferable and gratuitous right (i) to collect, combine or modify the Location Data sent to the UB database, or to augment them with other data received by UB or its affiliated companies; (ii) to use the Location Data for UB-internal purposes, (iii) to sell, market, distribute, promote and advertise Products that contain Location Data, (iv) to disclose the Location Data and/or works derived from them to its Publication Partners (directly or via a sales chain) and (v) to indirectly grant use of the Location Data to the Clients of the Publication Partners

via arrangements with the latter. This assignment of rights does not extend to a disposal or other sales of Client materials made available and UB is expressly prohibited from doing so.

- c. A deletion, addition or modification of Location Data by the Partner will not affect the (sub)license UB has granted to its Publication Partners or Clients, provided such deleted, added or modified Location Data was used by said Publication Partner and/or its Clients. The Partner hereby acknowledges and agrees that UB is under no obligation to ensure the deletion of the concerned Location Data from any Products, systems or devices that are under the control of the contracting party, its Clients or a third party after the Location Data (or a part of the Location Data) has been used by a Publication Partner and/or one of its Clients, and that it is neither required to ensure a non-modification or non-usage of the concerned Location Data by such Publication Partner, its Clients or a third party.
- d. UB will, in as far as necessary, grant the Partner a non-exclusive and non-assignable right of use to copyrights, brands or other protected materials, including but not limited to logos, brand names, partner names, works of visual art in relation to UB's Products, its affiliated companies, licensors and partners. The right of use is limited to the advertising, marketing and reselling activities associated with UB's Products, as well as to the Distribution and Resale Territory and the performances associated with such activities as provided for in the Contract. The right of use is conditional on the Contract and automatically lapses upon the termination of the Contract. In the event UB identifies any non-conforming use, UB may request the Partner to promptly cease making use of the copyright, brand or other protected materials and to refrain from any further use. UB is in return granted a right of use to the Partner's brand(s) as reference Client(s) for marketing purposes and written sales presentations and make use of the Partner's brand names/company name and logo for these purposes. This includes, among others, the UB website and blog, marketing materials, event and exhibition booths, PR and social media activities as well as advertising materials for sales partners. The Partner further consents to the publication of a company success story and a reference statement (a quote) from the Partner. These will both only be published with the Partner's approval. The Partner may fully or partly rescind its approval at any time and without stating reasons.

3. Except as expressly set forth herein, neither Party makes any warranties, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for particular purpose or noninfringement

G. Payment terms

1. The Partner shall pay UB a guaranteed fee for each reselling transaction concluded ("**POI-Fee**"). The monthly POI-Fee exclusive of taxes is calculated for each location and over a period of twelve (12) months Publication Period ("**Publication Period**"). The POI-Fee will depend on the Product Bundle sold by the Partner and will be due as defined individually or at the time of the transmission of the data as described in Section D. ("**Order**"), whichever occurs first. UB and the Partner can agree on a minimum volume of locations or a minimum fee to be charged, as referred to in the Partner Offer or otherwise agreed individually.
2. Each Product will be available for purchase by the Client within the context of the Partner's Business Resale for a fixed **Publication Period** of twelve (12) months. In the event the Partner deactivates the Location Data at an earlier point in time, UB shall, irrespective of the deactivation date, be entitled to invoice the Partner for the agreed POI-Fees over a total period of twelve (12) months. Purchased Product subscriptions cannot be cancelled or refunded during the Publication Period after an order has been placed. The same applies if the contractual relationship between UB and the Partner is terminated.
3. The POI-Fee will be payable for the second Publication Period and all subsequent Publication Periods for as long as the Partner does not submit a request for deletion or deactivation during the Publication Period.
4. UB will invoice the amount for the reselling transactions concluded in each month to the Partner by the 15th day of the following month. Payment must be made within thirty (30) days from receipt of the invoice, unless agreed otherwise.
5. Payments to UB must be made by bank transfer to the bank account designated by UB. Any fees which may arise in this connection shall be paid by the Partner.
6. All payments must be in the net invoice amount, deductions are not permitted. All taxes, charges, fees, contributions or similar amounts that are directly related to the reselling business are payable by the Partner.
7. The Parties shall mutually assist each other in the performance of their respective obligations under tax law to the extent necessary, feasible and reasonable, including but not limited to a potential VAT status review by the relevant tax authority. Each Party shall bear interest and penalty charges potentially imposed on it to the extent it is at fault for such interest and/or penalty charges.

H. Liability

1. UB:
 - a) UB will only bear liability for wrongful conduct, wilful intent or gross negligence. This liability limitation does not apply if (i) UB has assumed an explicit guarantee towards the Partner which has not been complied with by UB, (ii) in the event a material obligation on which the Partner may ordinarily rely is breached to the Partner's detriment, (iii) in the event of injuries to life, limb or health caused by UB, (iv) and in the case of UB being prevented from rendering its contractual performances.

- b) UB shall in particular not be held liable in cases of defective performance related to the respective Products that were fully or partly caused by wrong or inadequate handling of the Product by the Partner or the Client. This is, for example, the case where a performance completed by UB is only activated by a manual operation performed by the Partner or the Client.
- c) In the event of a breach of a material obligation caused by negligence, excluding gross negligence, UB shall bear liability for damages that are typical for the Contract.
- d) UB shall in no case bear liability for consequential damages suffered by the Partner, such as lost profits, unrealised efficiency gains, cost reductions and/or other indirect damages, with the exception of damages resulting from wilful intent.
- e) Any limitation of liability in favour of UB also extends to its employees, subsidiaries, representatives and agents.

2. Partner:

The Partner shall indemnify UB against claims asserted by third parties on grounds associated with the publication of Location Data delivered by the Partner. The Partner shall compensate UB for all damages and costs incurred in relation to such claims (including the costs incurred for enforcing its rights) insofar as UB has correctly processed the Location Data in the meaning of the Contract and the claims are asserted on the grounds of the Partner infringing against the guarantees stipulated above.

I. Term

- 1. The term of the Contract is twenty-four (24) months from the **"Effective Date"**, unless a different individual term is agreed on the Partner Offer.
- 2. Both Parties may terminate the Contract at the end of its Term by giving the other Party three months written termination notice prior to the end of the term. This Contract will otherwise automatically extend for an additional Term of twelve (12) months in each instance, unless terminated by one of the Parties.
- 3. The right to terminate the Contract for good cause and without adhering to a termination notice period remains without prejudice. Each Party may, for example, terminate the Contract without adhering to a termination notice period if the other Party modifies its business model in a significant way that affects this Contract.
- 4. The Parties will be required to process Client orders and inquiries received by them during the Contract Term after its expiry. UB remains required to make the Product available for these orders and inquiries for up to one year after expiry of the Contract Term.
- 5. The Partner may only renew old contracts, extend their term or enter into new contracts with Clients after the end of this Contract's Term with the written approval of UB.
- 6. UB may terminate the business relationship at any time by giving four (4) weeks prior notice if the Partner administers less than five hundred (500) active locations in the UB database in each of the three (3) previous calendar month prior to dispatch of the termination notice.

J. Confidentiality

- 1. "Confidential information" means this Contract, all information relating to UB, the Partner and/or the Clients, as well as their respective Clients or business partners and all confidential information that was disclosed in circumstances that would cause a reasonable person to assume they are of a confidential nature, regardless whether the information is disclosed orally, figuratively, in writing or on another type of media. The Parties shall not disclose any confidential information without the prior written consent of the other Party. This includes the use of logos and names in publications for marketing or advertising purposes.
- 2. The obligation to confidentiality will continue to bind both Parties for a term of two (2) years after this Contract has terminated.

K. Miscellaneous

- 1. This Contract is governed by the law of the Federal Republic of Germany and must be interpreted in accordance with these laws. The Parties agree to exclude application of the United Nations Convention on the International Sale of Goods in its version from 1980.
- 2. All disputes in relation to this Contract shall be litigated by a court of law in Berlin, Germany, with exclusive jurisdiction.
- 3. UB reserves the right to amend these Terms and Conditions at any time if adhering to a reasonable notice period of at least four (4) weeks. If Partner makes no objection within four (4) weeks after notification or publication, the amended Terms and Conditions are deemed accepted. The notification of the amendment will contain separate reference to the significance of this four-week notice period. If Partner objects to the amended Terms and Conditions in a timely manner, UB is entitled, under consideration of Partner's justified interests, to terminate the Contract with the Partner existing at the time at which the amendment enters into force; otherwise, the contractual relationship based on the previous Terms and Conditions remains in existence.
- 4. Amendments to this Contract are required in written form. This also applies to amendments of this requirement for written form.