

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

A. General provisions (part 1)

1. Validity

1.1. These General Terms and Conditions ("**GTC**") apply to any contract between PMG Presse-Monitor GmbH & Co. KG ("**PMG**") and an entrepreneur (Section 14 of German Civil Code [BGB]) and/or a legal entity under public law ("**customer**") concerning the products from the following product areas of PMG:

1.1.1. Product area: **PMG MediaMonitor**

Products for the customer's use of a web-based PMG software application for creating and using digital press reviews:

- **Purchase and licensing of digital media articles** for the customer's internal creation and use of media articles and article components downloaded from the PMG software application in digital press reviews, including the licencing required for this.
- **Licensing of digital media articles** for the licencing of media articles and article components lawfully purchased by the customer for the customer's internal creation and use in digital press reviews.
- **Acquisition of archiving rights for digital media articles** for the licensing of digital media articles and article components licensed by the customer in accordance with Item 1 or 2 for the customer's internal archiving.

The acquisition of archiving rights is an ancillary product and requires the licensing of digital media articles in accordance with Item 1 or 2.

- **Notification according to Section 49 of the German Copyright Act (UrhG)** for the payment of the statutory remuneration according to Section 49 UrhG for the use of media articles and article components in digital press reviews.

1.1.2. Product area: **PMG Press Review Manager**

Products for the customer's use of a web-based PMG software application that can be used to create and internally disseminate digital press reviews from digital media articles and article components.

PMG Press Review Manager products are ancillary products that require the use of a product from the PMG MediaMonitor product area according to Section 1.1.1. Item 1 as a prerequisite.

1.1.3. Product area: **PMG MediaMeter**

Products for the customer's use of a web-based PMG software application that can be used to create digital media analyses.

1.1.4. Product area: **other products**

All other products, including ancillary products, that PMG offers to the customer in the form of web-based PMG software applications or services.

1.2. PMG shall notify the customer immediately in text form of any changes to these Terms and Conditions or to the products that are necessary due to technical or operational requirements of PMG and are reasonable for the customer, taking due account of its interests. The changes become effective if the customer does not terminate the contract in written form within six (6) weeks of receipt of this notification. PMG will inform the customer explicitly of this implication and its right of cancellation in the change notification.

1.3. Unless stipulated otherwise, these Terms and Conditions shall apply exclusively, while the separate contract concluded between PMG and the customer (see Section 3.) has priority over these Terms and Conditions.

1.4. Conflicting or deviating conditions, in particular general terms and conditions of the customer, are only binding if PMG has expressly agreed to them in text form.

2. Definitions

- "**Article components**": Items associated with but independent of media articles (e.g. photographs, caricatures, editorial designs), which are published together with a media article. Article components are usually considered protected works according to Section 2 UrhG.
- "**Digital press review**": Selection of media articles and article components relevant to a customer, which are made available in digital form to a limited number of recipients within the customer's organisation.
- "**Recipient group**": A limited and quantitatively defined group of persons to whom a digital press review is made available.
- "**Media analysis**": Statistical and/or content-based evaluation of media articles and article components with regard to content units (e.g. persons, organisations, places, events, topics).

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

- **"Media articles"**: Individual, self-contained editorial products published in newspapers and magazines, on websites or via other information sources ("**media**"). Media articles are usually considered protected works according to Section 2 UrhG.
- **"Products"**: Bundles of software features, capabilities and/or licences, including ancillary products. Customers can conclude contracts with PMG for the products mentioned in Section 1.1 (see Section 3).
- **"Text and data mining"**: Automated analysis of single or multiple digital/digitised works in order to obtain information on patterns, trends and correlations (see Section 44b UrhG); this also includes the training of artificial intelligence (AI). By definition, media articles and article components that can be purchased or licensed via PMG software applications are considered digital works.
- **"Ancillary products"**: Products for which customers can only conclude contracts with PMG if they have concluded a contract with PMG for a specific other product.

3. Conclusion of contract

- 3.1. By digitally sending the order document for one or more products to PMG, the customer makes a binding offer to conclude the corresponding contract. PMG may accept this offer by sending a declaration of acceptance or by transmitting the data required for the use of the product to the customer, for example.
- 3.2. Verbal agreements before, at and/or after the conclusion of the contract as well as any supplements and subsequent changes must be made in text form in order to be effective. A waiver of this requirement for the written form must also be made in writing.
- 3.3. The customer shall keep the data provided to PMG at the time of conclusion of the contract or later, which is necessary for the execution of the contract (e.g. company, name of the employees with access authorisation to the PMG software applications, billing address, contact persons) up to date and notify PMG of any changes without delay.
- 3.4. The customer may transfer the contract, including all rights and obligations contained therein, to the following persons:
 - An organisation associated with the customer (defined as an organisation that controls the customer, is under the control of the customer, or is under joint control with the customer);
 - Any legal entity that acquires all or a substantial part of the customer's assets as a result of a business acquisition, merger or otherwise.

4. Use of PMG software applications

- 4.1. PMG endeavours to keep the PMG software applications available 24 hours a day without interruption. Due to the nature of the technology and the Internet, however, this cannot be guaranteed. PMG also reserves the right to limit the operating times of the PMG software applications or temporarily suspend them for technical reasons. PMG also endeavours to limit as much as possible the frequency and duration of each of these interruptions or restrictions.
- 4.2. The customer can access the PMG software applications online via the PMG website and/or via separately accessible PMG registration forms. PMG shall set up the agreed number of users for the customer. Use of the PMG software applications by or with the support of bots, scripts or other software for automated access is not permitted.
- 4.3. PMG shall provide the customer with the data required for use of the PMG software applications after the customer has provided PMG with the necessary details of the employees who will be authorised to access and use the applications.
- 4.4. The PMG software applications are always used in a password-protected environment. Once PMG has provided the customer with the data required for the use of the PMG software applications, each user creates a personal password. The customer and its employees undertake to treat the data and passwords required for use as strictly confidential and to take precautions to prevent misuse. PMG shall not be liable for any damages incurred by the customer as a result of the loss or misuse of the data required for the use of the PMG software applications.

5. Available media and licensing options; reservation of rights

- 5.1. The media from which media articles and article components can be used, purchased and/or licensed via the PMG software applications are published in the PMG software applications along with the available licensing options. The available media, as well as the available media articles, article components and licensing options, are updated on an ongoing basis. PMG reserves the right to introduce or withdraw media within the software applications (e.g., when media is discontinued or can no longer be offered by PMG for any other reason). This does not entitle the customer to terminate its contract with PMG.
- 5.2. The customer is obliged to check the availability of media articles and article components (e.g. the geographical availability of a media article) for its purposes before purchase or licensing.

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

5.3. Reservation of text and data mining rights. As the rights holder, PMG reserves all rights to the media articles and article components that can be purchased and/or licensed via the PMG software applications in connection with the text and data mining (see Sections C and D) (reservation of rights according to Section 44b UrhG).

PMG informs the customer that all publishers, media houses and other rights holders who have authorised PMG to make their media articles and article components available or to have them licensed via PMG software applications also reserve all rights to their media articles and article components made available via the PMG software applications in connection with text and data mining (reservation of rights according to Section 44b UrhG).

The use of the media articles and article components made available via the PMG software applications for the purpose of text and data mining, including temporary reproductions for this purpose, is prohibited. This also includes the training of artificial intelligence (AI). Section 15.4. shall remain unaffected.

B. Reporting according to Section 49 UrhG

In principle, remuneration is to be paid to authors for the reproduction, distribution and publishing of certain media articles and article components in press reviews pursuant to Section 49 UrhG. These claims can only be asserted by collecting societies. As part of the notification according to Section 49 UrhG, the customer can pay any remuneration claimed by the collecting societies WORT and Bild-Kunst via PMG (see Section 1.1.1 Item 4):

6. Possibility of reporting according to Section 49 UrhG

6.1. The customer can make the legally required payments for the use of media articles and article components in press reviews by reporting the corresponding use of the media articles and article components to PMG via the PMG software application. By reporting the media articles and article components, the customer receives from the collecting societies a sort of "exemption" for the use of these media articles and article components in press reviews, within the limits set by the provisions of Section 49 UrhG (see Section 7.).

6.2. PMG shall inform the customer of the corresponding remuneration claimed by the collecting societies. The client pays this to PMG, which then pays the remuneration on to the collecting societies.

7. Limitations of use according to Section 49 UrhG

7.1. PMG assumes no liability for the admissibility of the use of reported media articles and article components in press reviews made by the customer.

7.2. PMG informs the customer that the use of media articles and article components in press reviews according to Section 49 UrhG is subject to strict restrictions, e.g. the following:

- It is only permitted to use media articles – including images published in connection with them – and/or radio commentaries which exclusively relate to political, economic or religious issues of the day;
- Media articles and/or radio commentary must originate from newspapers and other information publications that address only the interests of the day;
- It is not permitted to use media articles and/or radio commentaries from other publications, such as specialist journals, or to use such articles that are provided with their rights reserved;
- Media articles and/or radio commentaries may only be disseminated in the form of graphic files that reproduce exactly and exclusively their facsimile, that do not provide the full text and that do not offer the option to search and/or index;
- Digitally generated and displayed press reviews must not differ significantly from paper press reviews;
- It is not permitted to retain and especially not to archive the information beyond the current occasion;
- All media articles and/or radio commentaries must be deleted after one week at the latest;
- It is prohibited to create a database and/or to post media articles and/or radio commentaries in the database;
- Any distribution of press reviews must be limited to a manageable group of recipients and must not lead to an increase in the intensity of use.

C. Purchase and licensing of digital media articles

As part of the purchase and licensing of digital media articles, the customer can search for digital media articles and article components from the database of the PMG software application, download these from the PMG software application, and use and license these for the purpose of the

- customer's internal creation of a digital press review;

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

- and use of the articles and article components in the context of this internally created digital press review (see Section 1.1.1. Item 1).

8. Scope of licensing upon purchase

By purchasing digital media articles and article components as part of the PMG software application, the customer acquires digital copies of these media articles and article components as well as the following rights to their use:

- 8.1. PMG grants the customer the temporary, limited, non-exclusive, non-transferrable right to use the media articles and article components from the PMG software application for the creation and internal use of an internal digital press review. The reservation of text and data mining rights in accordance with Section 5.3 applies.
- 8.2. The right of use is not geographically restricted, unless a restriction was made clear in the PMG software application at the time the rights of use were purchased/acquired (see Section 5.2).
- 8.3. The right of use is granted to the customer only in the following scope:

8.3.1. **Group and number of recipients.** The customer may only make the media articles and article components available in digital (e.g. via IT systems, software applications or by e-mail) or print form to the contractually agreed recipient groups containing the respectively agreed number of recipients. The customer must ensure compliance with this obligation (e.g. using password-protected areas). The customer shall accurately indicate to PMG the number of recipients upon conclusion of the contract, shall continuously check that this remains true and shall notify PMG of any changes in good time, but at least three (3) days before they become effective. If the media articles and article components are made available to recipients other than the agreed groups or to a number of recipients greater than the agreed number, the customer must inform PMG without delay and is obliged to pay the remuneration that it would have had to pay if it had correctly indicated the recipient groups or the number of recipients.

8.3.2. **Internal use by the customer.** The customer may only use the media articles and article components for internal purposes within the customer's organisation.

8.3.3. **No disclosure to third parties.** The transfer of media articles and article components or extracts thereof to third parties in digital, printed or other form is prohibited. This applies in particular to disclosure for commercial purposes. Third parties within the meaning of this provision are all those who are not included in the recipient groups agreed between PMG and the customer.

8.3.4. **Duration of use and obligation to delete.** The right of use is limited to four (4) weeks after receipt of the respective media article or the respective article component. After expiry of the permissible period of use, the customer must delete the media articles and article components completely from all data carriers and/or storage systems used by it, unless it acquires corresponding archiving rights (see Section E) or has been granted corresponding rights of use by publishers or media houses authorised to grant them.

For documentation and evidentiary purposes, each media article and each article component may be stored for a period of up to twelve (12) months from the date on which they are first made available internally at the customer in accordance with Section 8.3.1. These saved media articles and article components

- may only be accessible to one (1) authorised employee of the customer (to be named upon request) and their delegate (to be named upon request);
- may not be distributed, reproduced or used in any other form and may only be used for the documentation and evidentiary purposes mentioned above; and
- shall be completely deleted by the customer from all data carriers and/or storage systems used by it after the twelve (12) month period has elapsed.

8.3.5. **No databases.** When using the media articles and article components for digital press reviews, the customer may not keep the media articles and article components in a database that allows the full text or metadata of the media articles and article components to be searched, unless it acquires corresponding archiving rights (see Section E) or has been granted corresponding rights of use by publishers or media houses authorised to grant them.

D. Licensing of digital media articles

As part of the licensing of digital media articles, the customer can license digital media articles and digital article components that they do not download from the PMG software application but have otherwise lawfully purchased for the purpose of

- creating a digital press review; and
- using the articles and article components in the context of this internal digital press review;

(see Section 1.1.1. Item 2).

9. Transmission of the information required for licensing

- 9.1. For media articles and article components that are available in the PMG software application but which the customer has not downloaded from the PMG software application and instead has otherwise lawfully purchased and used in a digital press review, the customer is obliged to acquire the necessary rights of use in good time, i.e. within the month in which the article or article component was used in a digital press review, by transmitting the information required for the acquisition to PMG via the PMG software application.
- 9.2. Within the PMG software application, PMG offers the customer the option to provide PMG with all the information necessary to acquire the rights of use.
- 9.3. The timely acquisition of the rights of use represents an essential obligation of the customer for which it is responsible, even if it has commissioned third parties to provide media articles and article components for use by the customer. The customer shall only acquire rights of use for media articles and article components if the required information has been successfully submitted to PMG in full. PMG reserves the right to charge the customer for any additional expenses incurred if the information is not transmitted in a timely manner.

10. Scope of the licensing on transmission

By submitting the required information concerning media articles and article components within the PMG software application, the customer acquires the following rights to use them:

- 10.1. PMG grants the customer the temporary, limited, non-exclusive, non-transferrable right to use the media articles and article components for the creation and internal use of an internal digital press review. The reservation of text and data mining rights in accordance with Section 5.3 applies.
- 10.2. Sections 8.2. and 8.3. shall apply to the right of use, subject to the following provisions:
The right of use is limited to four (4) weeks from the first day that the article or article component is used in a digital press review.

E. Acquisition of archiving rights for digital media articles

As part of the acquisition of archiving rights to digital media articles, the customer can license the digital media articles and article components that it purchased and/or licensed from PMG (see Sections C and D) and used in a digital press review for internal informational purposes (see Section 1.1.1. Item 3).

11. Scope of archiving rights

- 11.1. PMG grants the customer the temporary, limited, non-exclusive, non-transferrable right to keep and use the media articles and article components in a central database for (full-text) searches, for retrieval and for internal informational purposes. The reservation of text and data mining rights in accordance with Section 5.3 applies.
- 11.2. The right of use is not geographically restricted, unless a restriction was made clear in the PMG software application (see Section 5.2.) at the time of licensing within the scope of the purchase and licensing of digital media articles (see Section 8.2) or the licensing of digital media articles (see Sections 10.2. and 8.2.).
- 11.3. Section 8.3. shall apply to the right of use, subject to the following provisions:
- 11.3.1. **Subject matter of the archiving.** The customer is only permitted to archive media articles and article components that it
- licensed as part of the purchase and licensing of digital media articles (Section C) or the licensing of digital media articles (Section D); and
 - used in a digital press review, either in whole or in part.
- Only media articles and article components that have already been archived can be subjected to an extension of the archiving.
- 11.3.2. **Group of archive users and number of archive users** – The customer may only make the archived media articles and article components or its press review archive accessible to the archive users who belong to the agreed license recipient groups in accordance with Sections C or D and at most to the agreed number of recipients. The customer must take all possible care and technically reasonable effort to ensure that this obligation is met (e.g. using a password-protected area). If the recipient groups or the number of recipients changes, this change automatically applies to the group of archive users and the number of archive users. The customer shall check at least once a calendar year that the number of archive users does not exceed the agreed number of recipients. Upon request, the customer shall inform PMG of the number of archive users to whom it makes the archived media articles and article components or its press review archive available.

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

11.3.3. **Archiving period and obligation to delete.** The archiving rights are limited to the individual media article and the individual article component and to a period of ten (10) years. The ten year period begins

- upon initial archiving on 1 January of the year following the year in which the media article or article component was licensed as part of the purchase of digital media articles (Section C) or the licensing of digital media articles (Section D), and ends on 31 December of the tenth (10th) year; and
- if the archiving is extended, starting from 1 January of the year following the year in which the previous archiving ended on 31 December, and ending on 31 December of the tenth (10th) year.

If the customer terminates its contract with PMG within a ten-year archiving period, this does not shorten the archiving period.

When the archiving period elapses, all media articles and article components affected by the respective deadline must be fully deleted from the customer's archive. In addition to the central archiving database, the obligation to delete also extends to all devices of the persons with access to the archived media articles and article components on which archived media articles and article components are temporarily stored. The complete deletion of media articles and article components for which the archiving period has expired must be reported to PMG in writing within fourteen (14) days of the expiry of the archiving period.

11.3.4. **Centralised archiving.** The customer shall centralise the archiving of media articles and article components in such a way that the archive users access the customer's own (central) archive. Further (sub-)archives and databases on devices used by archive users are not permitted. The temporary storage of media articles and article components from the central archive by the archive users is only permitted insofar as the individual archive user is authorised to temporarily store a maximum of twenty (20) media articles or article components from the archive on a device designated by him/her for this purpose and to print them out for internal purposes, if necessary, without this being associated with a further right of reproduction/publication; such temporary storage must be deleted after three (3) days at the latest.

12. Monitoring right

Upon request, the customer shall allow PMG to have the nature and scope of the saved media articles and article components checked for compliance with the obligations and provisions of the contract and of this Section E by an independent auditor who is bound to secrecy and who may call in technical support personnel.

F. PMG Press Review Manager

With the PMG Press Review Manager, customers can use a web-based PMG software application to create digital press reviews from digital media articles and article components that they have purchased and licensed as part of the purchase of digital media articles (Section C).

13. Scope of the right of use

- 13.1. PMG grants the customer the limited, non-exclusive, non-transferrable right to use the PMG Press Review Manager to create digital press reviews.
- 13.2. The software application may only be used to create and disseminate digital press reviews on the basis of the contractually granted rights to use the media articles and article components in digital press reviews and for the agreed groups and number of recipients. Other content for which the customer has not been granted rights of use by PMG (e.g. content created by the customer itself) may only be used if the customer has the necessary rights of use.

G. PMG MediaMeter

With PMG MediaMeter, customers can use a web-based PMG software application to perform media analysis.

14. Scope of the right of use

- 14.1. PMG grants the customer the geographically unrestricted, temporary, limited, non-exclusive, non-transferrable right to
- Carry out a media analyses;
 - Export the results of media analyses;
 - Reproduce the exported results and distribute them internally and to third parties, including for commercial purposes (e.g. sale of media monitoring and/or analysis services). It is not permitted to disseminate the results via websites, e-mails or other media that contain or provide access to politically and/or religiously extreme and/or violent, pornographic and/or otherwise morally offensive content.

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

- 14.2.** The customers or the third parties alone are responsible for changes in content, shortening, summaries or other editing or modifications to the media analysis results by the customer or third parties and for their own additions which the customer or third parties add to the media analysis results.
- 14.3.** The right of use does not include a licence for the media articles and article components on which the analysis is based. The full texts or excerpts from media articles and article components that are accessible within the media analysis may only be viewed within the user interface. Any further use, in particular the export, duplication and/or distribution of media articles and article components is prohibited, unless the customer has the corresponding rights of use.

H. General provisions (part 2)

15. **General obligations of the customer**

The following provisions apply to media articles and article components that the customer purchases and/or licences under the contract (Sections C and D):

- 15.1. Obligation to indicate property rights and marks of origin.** The customer is obliged to ensure that all media articles and article components that it uses are provided with appropriate marks regarding property rights and origin. Media articles shall be marked with the following information in particular: Author, medium in which the media article was published, date of publication and, if available, title of the media article.
- 15.2. Prohibition of editing and/or modification.** Media articles and article components may not be modified, shortened, summarised or edited in any other form. The ban on editing and modification applies to all content components and metadata of the media articles and article components such as title, subtitle, body text, author, date of publication, page number, etc.
- 15.3. Ensuring compliance with contractual obligations.** The customer is obliged to ensure that its employees and commissioned service providers comply with the contract. Any technical infrastructure used by the customer and its commissioned service providers for the use of media articles and article components purchased or licensed under this contract must be designed in such a way that unauthorised acts of use are avoided. The customer is fully liable for any misconduct by employees and commissioned service providers.
- 15.4. No text and data mining, no AI training.** The reservation of text and data mining rights in accordance with Section 5.3 applies. The customer undertakes to refrain from using the PMG software applications or individual, multiple or all media articles and article components that can be purchased and/or licensed via this software (see Sections B and C)
- for automated or otherwise digital evaluation or analysis in order to obtain or otherwise extract information, in particular on patterns, trends and relationships, and in particular to refrain from any type of text and data mining;
 - for the purpose of and/or in connection with the training of artificial intelligence (AI).

16. **Commissioning of service providers**

- 16.1.** The customer may instruct one or more service providers ("**service providers**") to perform certain actions to which the customer is entitled under its contract, including:

16.1.1. to create digital press reviews for the customer and deliver them to the customer by

- downloading the required media articles and article components from the PMG software application exclusively for the respective customer and delivering them exclusively to the respective customer in the form of a digital press review; and/or
- otherwise lawfully purchasing the media articles and article components exclusively for the respective customer, licensing them for the respective customer via the PMG software application for the respective customer and delivering them exclusively to the respective customer in the form of a digital press review,

whereby this commissioning does not entitle the service provider to otherwise use, archive or otherwise store the media articles and article components that it has downloaded or licensed for the respective customer after delivery of the digital press review to the customer;

- 16.1.2. to technically store the digital press reviews delivered to the customer exclusively for the respective customer so that the customer can distribute them internally to the agreed groups of recipients and the agreed number of recipients in digital form, e.g. via the customer's intranet or e-mail, or as a printout. The service provider is not authorised, solely on the basis of this commissioning, to create a searchable database with the digital press reviews stored for a customer and/or the media articles and article components used in these, nor to use this database for itself, for third parties or otherwise;

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

16.1.3. to technically store for the respective customer the media articles and article components used in the digital press reviews delivered to the customer exclusively for documentation and evidentiary purposes for a period of up to twelve (12) months from the date of delivery to the customer, whereby this commissioning does not entitle the service provider to set up a database (including search functions) with these media articles and article components or to use them for itself, for third parties or otherwise; and/or

16.1.4. insofar as the customer has additionally acquired archiving rights, to carry out the technical archiving of the media articles and article components used in the digital press reviews delivered to the customer exclusively for the customer, whereby this commissioning does not entitle the service provider to use for itself, for third parties or otherwise the media articles and article components archived for the customer and/or the database in which these are stored and made available for (full text) searches and retrieval specifically for the customer.

16.2. The written consent of PMG is required prior to commissioning any service providers. The consent shall be deemed as revocable for the service providers named in the contract. If a contracted service provider exceeds the rights of use that it receives in connection with its commissioning, PMG is entitled to revoke its consent to allow the customer to commission the service provider following the unsuccessful expiry of a period determined to remedy the situation and communicated to the customer.

16.3. Within the scope of this commissioning, service providers are granted the same rights vis-à-vis PMG as the customer in order to provide the services with which they have been specifically commissioned by the respective customer, limited to the specific purpose of their commissioning, insofar as these are necessary for carrying out the services for the respective customer with which they have been commissioned and their commissioning by the customer was permissible.

16.4. The right to carry out certain actions for a customer in accordance with Section 16.1 only entitles the service provider to perform actions for the respective customer.

Any form of use of a duplication of a media article or article component that arises during the provision of services for the respective customer using the rights of the customer, whether briefly or permanently, no matter in which technical process and whether simultaneously or successively, for itself and/or other customers of the service provider is excluded. For example, the service provider is not entitled to use a duplication of a media article or article component resulting from such actions multiple times, i.e. additionally for itself, other customers or third parties.

The service provider may also not use a duplication of a media article or article component resulting from such actions for purposes other than providing its services for the respective customer as per the commissioning by the respective customer.

For example, the service provider is not entitled to do the following with the duplication:

- Save or make (further) copies of the duplication of the article for itself, other customers or third parties even if it, the other customers or the third parties should be entitled to save or reproduce the media article or article component in question for other reasons
- Forward the duplication to other customers or third parties even if the other customers or third parties should be entitled to use the media article or article component in question for other reasons
- Use the duplication for a search using search terms for itself, other customers or third parties even if it, other customers or third parties should be entitled to use the media article or article component in question for such a search for other reasons

16.5. The customer is entitled to provide service providers with technical access to the PMG software applications only insofar as this is necessary to fulfil the commissioned services. Use is only permitted by employees of the service provider and is only permitted for the performance of the services commissioned by the respective customer. Use of the software application by or with the support of bots or other software for automated access is not permitted.

16.6. The customer is obliged to instruct the commissioned service providers to comply with the obligations incumbent on the customer under its contract with PMG. If the commissioned service provider does not comply with the obligations that are incumbent on the customer and which the customer has urged the commissioned service provider to comply with, PMG is entitled to revoke its consent to allow the customer to commission the service provider following the unsuccessful expiry of a period determined to remedy the situation and communicated to the customer. The customer is responsible for the misconduct of the commissioned service providers as well as for its own misconduct.

17. Indemnification due to infringement of copyrights or other property rights

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

- 17.1.** Should a third party file a claim against the customer based on the contractual use of the media articles or article components due to conflicting copyright or other property rights, PMG undertakes to exempt the customer from these claims upon written request.
- 17.2.** The entitlement to indemnification only exists if the customer informs PMG immediately and in writing that claims are being asserted by a third party. The claim lapses if the customer submits procedural statements and/or agrees to a settlement without the prior written consent of PMG.
- 17.3.** PMG may not refuse to provide written consent to the submission of procedural statements and/or to agreement to a settlement without good cause. In the event of a legal dispute between the third party and the customer, PMG has the right to provide a lawyer of its choice for the conduct of the case at its own expense and to give this lawyer instructions for the conduct of the case. The customer must provide PMG with the necessary documents for legal disputes with third parties claiming copyrights and other property rights, and cooperate in good faith in the conduct of the case.
- 17.4.** If PMG informs the customer that a specifically named media article or a specifically named article component that it has received under the contract and/or for which it has acquired rights of use may no longer be used or distributed, the customer must cease use immediately and the aforementioned must be deleted immediately from all data carriers and storage media belonging to the customer and its employees. If the customer fails to delete the media article or the article component, the indemnification by PMG lapses. Upon request, the customer shall be reimbursed for any costs incurred in purchasing the media article or the article component or in acquiring rights to use it. Any further claims of the customer are excluded.

18. Liability

- 18.1.** PMG and its employees are not liable for damages incurred by the customer under this contract. In particular, this does not apply to the retention, provision or archiving of media articles and article components on or using data carriers, storage media or software applications used by the customer itself, which are used by the customer exclusively in its own interest and at its own risk. Furthermore, all liability is excluded with regard to the accuracy of the contents of the media articles used by the customer and/or their becoming untrue due to the passage of time.
- 18.2.** The exclusion of liability does not apply in the case of intent or gross negligence on the part of PMG or a legal representative or vicarious agent of PMG, fraudulent concealment, injury to life, limb or health, claims under the German Product Liability Act, violations of a guarantee, in particular a guaranteed condition, and minor negligent breaches of a cardinal obligation. Cardinal obligations are essential obligations whose fulfilment is necessary for the proper execution of the contract and on whose observance the customer may regularly rely; these include, in particular, the main management obligations of PMG in connection with the products referred to in Section 1.1. as well any obligations whose violation would jeopardise the achievement of the contractual purpose. In these cases, PMG is liable within the legally prescribed framework. For damages based on a slightly negligent breach of a cardinal obligation, the obligation to pay compensation is limited to the damage typically foreseeable under the contract. In all other exceptional cases, PMG is liable in full.
- 18.3.** The limitation period for all claims for defects is one (1) year, unless they are based on intent or gross negligence or on another of the exceptional cases mentioned in Section 18.2.
- 18.4.** Insofar as liability is excluded, this also applies to the personal liability of the members of staff, workers, employees, representatives and vicarious agents of PMG.

19. Remuneration, payment terms and invoicing

- 19.1. Remuneration for products.** For the products agreed in the contract (see Section 3), including ancillary products, the customer shall pay PMG the prices agreed in the contract. If no price is agreed in the contract for a product, the prices published by PMG on its website on the day of the customer's contract offer shall apply.

PMG shall notify the customer immediately in text form of any changes to the prices that are necessary due to technical or operational requirements of PMG and are reasonable for the customer, taking due account of its interests. The changes become effective if the customer does not terminate the contract in written form within six (6) weeks of receipt of this notification. PMG will inform the customer explicitly of this implication and its right of cancellation in the change notification.

- 19.2. Article-specific remuneration for media articles and article components.** Within the framework of

- purchasing and licensing of digital media articles (Section C);
- licensing of digital media articles (Section D);
- acquiring rights to archive digital media articles (Section E);

and for each of the media articles and article components licensed by the customer, the customer shall pay to PMG the price published on the PMG website on the day of the licensing within the framework of the PMG software applications.

GENERAL TERMS AND CONDITIONS OF PMG PRESSE-MONITOR GMBH & CO. KG

- 19.3. Remuneration according to Section 49 UrhG.** The amount to be paid by the customer to PMG in connection with the notification according to Section 49 UrhG (Section B) is determined by the pricing information set by the collecting societies, which is available on the PMG website. The remuneration according to Section 49 UrhG is paid by PMG to the collecting societies on behalf of the customer once the customer has paid PMG.
- 19.4. Net prices.** The prices quoted are net prices and are exclusive of statutory value added tax.
- 19.5. Payment terms.** The billing arrangements agreed in the contract (see Section 3) apply. Unless otherwise agreed, billing and invoicing shall occur on a monthly basis and the respective invoice amount shall be due fourteen (14) days after the invoice date.
- 19.6. No return of media articles and article components.** The customer shall not be entitled to any cancellation, return of purchased and/or licensed media articles and article components or any other corrections for erroneously executed purchases in connection with the purchase and licensing of digital media articles (Section C) or erroneously executed notifications in connection with the licensing of digital media articles (Section D). PMG reserves the right to make cancellations and corrections on a goodwill basis in individual cases if the customer sends a corresponding notification to PMG without delay, at the latest three (3) days after the purchase or notification.
- 20. Duration and termination**
- 20.1.** Unless otherwise agreed, contracts with PMG are concluded for an indefinite period and can be terminated in text form by giving four (4) weeks' notice to the end of the month. The right to extraordinary termination remains unaffected.
- 20.2.** If the customer violates its obligations from the contract with PMG, in particular due to use of PMG's services or the PMG software applications contrary to the agreement, copyright infringement or incorrect information regarding recipient numbers, PMG is entitled to terminate the contract without notice and to block access to the PMG software applications with immediate effect if PMG has previously issued the customer with a warning regarding this breach of contract and the customer does not fulfil its contractual obligation within two (2) weeks despite the reminder. In the case of serious infringement, in particular, in the case of repeated breaches of the same contractual obligations, cessation of payments due to insolvency or the opening of insolvency proceedings against the customer or the rejection thereof due to lack of assets, a prior written warning from PMG is not required. PMG reserves the right to assert further claims (in particular for information and damages).
- 21. Customer support**
- PMG shall provide the customer with a procedure for submitting enquiries to PMG regarding the use of the products. PMG will respond to these enquiries as quickly as possible within the times published on the PMG website.
- 22. Data protection**
- For the purpose of establishing, executing and terminating the contract with the customer, PMG processes data pertaining to the customer and the employees nominated by the customer as well as data pertaining to its service providers and the employees nominated by the latter. The current document "PMG Presse-Monitor GmbH & Co. KG – Privacy Policy for customers, Test customers, Interested Parties, and Creators and Recipients of Press Reviews " is available online on the PMG website.
- 23. Final provisions**
- 23.1.** The place of performance and exclusive place of jurisdiction for all disputes arising from or in connection with this contract with PMG is Berlin; nevertheless, PMG is entitled to institute proceedings against the customer at its registered office.
- 23.2.** The contract concluded between PMG and the customer, including its construction, is subject to the substantive law of the Federal Republic of Germany. The application of the legal norms of the German conflict of laws, as far as they refer to a foreign legal system, as well as the standardised UN Convention on Contracts for the International Sale of Goods (CISG) or other conventions relating to the law regarding the sale of goods are excluded.
- 23.3.** Should individual provisions of this contract, concluded between PMG and the customer, be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The contracting parties hereby agree that, in this case, the invalid provision will be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the contracts.

Date: 10/03/2025