

## 1. General terms of use

- 1.1. Customer can access the text (or a portion of the text) and video clips containing the Customer queries through the Services. One of the Services' functionalities allows Customer to email text and/or hyperlinks viewable within the Services to Customer's employees, representatives, suppliers or clients (in the case of agencies who use the Services on behalf of a Customer) ("**Allowed Recipients**") solely for use in relation to Customer's or clients' (in the case of agencies who use the Services on behalf of a Customer) internal business purposes.
- 1.2. Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clip supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clip received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet. Notwithstanding anything to the contrary in this Agreement, Customer may, via Services, electronically post any text, report or similar document received via the Services to an intranet site for access and use solely by Allowed Recipients.
- 1.3. Customer acknowledges and agrees that, in providing Services of monitoring and content, Supplier shall not be held responsible for the substance, text and subject matter of said content.
- 1.4. Customer acknowledges and agrees that the content monitored by Supplier is protected by third parties' copyrights. Supplier does not represent or warrant, by virtue of supplying information incorporating content, that Supplier holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All the elements are protected by the copyright held by the copyright owner or the licensor.
- 1.5. Customer's use of content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with such restrictions.
- 1.6. Supplier does not represent or warrant that any specific source will be monitored by Supplier or that any quantity of content will be supplied through Services. Supplier reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restriction.
- 1.7. Customer may request the integration of content in PDF format via the Service. Supplier reserves the right not to agree to such integration if the document is of poor quality or the publisher prohibits dissemination. Supplier is not responsible for the quality of the content or for restrictions relating to intellectual property rights, and Customer warrants Supplier in this respect.

## 2. Particular conditions of use of the contents within the framework of a Service of monitoring carried out on the French territory

### 2.1. Broadcast content

The Service of monitoring offers a coverage in metropolitan France of shows broadcast on nationwide, regional and local TV channels and radio stations, both public and private, whatever the means of broadcasting (TNT, cable, satellites). Supplier ensures the monitoring of daily, weekly, monthly or annual first-run programs containing significant editorial content. Supplier does not monitor rebroadcasts or visuals (scrolling texts), infographics or illustrations, advertisements, announcements, games, opening/closing credits of shows, stock market prices, weather, sport competitions, works of

fiction, music or live shows. Unless otherwise expressly provided for in the Order, each sequence corresponding to a Radio & TV monitoring alert is accessible in streaming mode to the Customer for a limited period that may differ according to sources, depending in particular on the authorizations of the rightholders.

## 2.2. Retroactive monitoring

Supplier's provision of a retroactive multimedia monitoring Service is subject to prior subscription to a Service of monitoring and to Customer's acceptance of the Order corresponding to all such services. This retroactive monitoring service is carried out over a past period of one (1) month at most from the date of the request. Customer is informed and agrees that such a retroactive watch is possible only for certain sources depending on the agreements entered into by Supplier with the source's publishers.

## 2.3. Management and payment of rights related to digital broadcasts

### 2.3.1. French sources (and foreign sources managed by the CFC)

#### 2.3.1.1. Sources managed by the CFC (French or foreign)

The CFC (French Copying Rights Center) manages the digital rights of publishers of a specific list of press titles or radio or television broadcasts on the CFC website (<http://www.cfcopies.com/hyper>). The Supplier has entered into a contract with the CFC and pays a fee, the cost of which is invoiced to the Customer, covering the provision of content by the Supplier to a single User as part of its Services.

The fee billed by the Supplier does not cover the rights of digital re-broadcasting of content, in particular on an intranet or an extranet at the Customer's premises or on the Supplier's extranet beyond the first User, including by e-mail.

The use by the Customer of content provided by the Supplier beyond a User is subject to the conclusion of a contract with the CFC or rightholders. It is specified that certain categories of Customers are subject to specific contracts proposed by the CFC, including the press relations agencies. It is the responsibility of the Customer to approach the CFC to conclude a contract corresponding to its activities and / or sector of activity.

Beyond a User, failing to have the authorization referred to in the preceding paragraph within a period of two months from the date of commencement of the media monitoring Service or press overview (*panorama de presse*), object of the Agreement with the Supplier, the CFC will be entitled to prohibit the Supplier from performing the Services pursuant to the contract concluded between the Supplier and the CFC. The Supplier disclaims any liability for the use made by the Customer, the Users and / or any of the Customer's service providers of the content provided by the Supplier, the Customer being solely responsible and guaranteeing the Supplier against any claims, any remedy, including for uses made within the two-month period indicated above. The Customer is also informed that the Supplier has the obligation, under the contract concluded with the CFC, to communicate to the CFC the name of the Customer, his address, his telephone number, the e-mail address and the name of his correspondent at the Customer's, the start date of the media monitoring or press overview Service, the number of posts or Users who have access to or receive the contents from the Customer, the number of reproductions of content made available to the Customer, Customer and the type of service concerned, broken down by publication title or issue, which the Customer expressly accepts. The Customer is also informed and accepts the right of audit of the CFC which includes the right, for the CFC, to know in particular the Agreement between the Supplier and the Customer, conditions of use of the Services of the Supplier by the Customer, and all accounting documents of the Supplier.

#### 2.3.1.2. Sources not managed by the CFC

The Supplier has entered into direct contracts with certain French publishers or their copyright holders who have not entrusted the digital broadcasting rights to the CFC. The list of concerned publishers is available on request. The Customer is informed that this list is scalable according to the contracts concluded by the Supplier, which the Customer accepts and undertakes to respect.

The following conditions apply to the content from these sources on the day of the conclusion of the Agreement, it being specified that they are also subject to change depending on the evolution of the agreements entered into by the Supplier with the rightholders, which the Customer accepts. and commits to respect. These conditions are also applicable to the contents of the headlines of the regional daily press

although these are part of a management by the CFC regarding the replay of content by the Customer internally beyond the first User.

## **a) Usage rights**

The usage rights granted to the User shall be of a personal, non-exclusive nature, for individual use only. These usage rights are non-transferable and may not be passed on to third parties. The collective use of any printout shall be prohibited without the authorization of the CFC or publishers.

Items extracted from the contents and the contents themselves cannot be used for purposes other than those specifically authorized.

In particular, it shall be strictly forbidden to make them available to third parties by whatever means, including any form of distribution or redistribution.

Any uses other than those specifically authorized shall consequently be subject to the Supplier express written authorization given in advance and also that of the rightsholders to the contents.

The user must be regarded as the final recipient of the contents made available by the Supplier.

## **b) Usage rights in a network**

The Supplier is authorized by the rightsholders to grant Users access, in a closed network, to the contents made available by the network of the Supplier. The closed network is accessible by username and password and does not allow simultaneous access by two connections, with counting of the accesses and the consultations for control purposes.

Consultation of the contents by Supplier's clients, via their own closed network (i.e. outside the system of the Supplier) is possible on two conditions: verification of secure access to the Customer's intranet or extranet and a sworn statement by the Customer. The Customer guarantees the Supplier in this regard that access to its closed network shall be controlled and granted only to persons authorized by it, and in accordance with the distribution/communication declarations it makes to the Supplier.

The Customer undertakes, on the day of signing of the Agreement and at least once a year, to produce a sworn declaration form, amendable when necessary, stating the number of Users authorized to benefit from the Services. The Supplier receipt of the sworn declaration, duly completed and signed by the Customer, shall be a prerequisite for making the contents available to the latter. The sworn statement may be updated directly online by the Customer in the dedicated area allocated by the Supplier for use by the Customer. These provisions shall be determining in terms of the consent given by the rightsholders permitting the use of their contents. The Customer alone shall be responsible for the veracity of the sworn statement and shall be required to indemnify the Supplier against any appeals and/or claims that may arise in the event of omissions and/or errors.

If the Customer fails to produce a sworn statement in the aforesaid time, the Supplier has given the rightsholder an assurance that it will, within one month, cease to make the disputed contents available.

In the event that a media agency acts as an intermediary between the Supplier and the User and/or Customer, the sworn statement may not be costed for fewer than 4 Users for PRISMA Group's contents.

The Supplier shall be the sole recipient of the contents' usage declarations and is alone authorized to receive payment for the Customer's usage.

The Supplier shall be required to pay a royalty on behalf of the Customer; this is generally due to the rightsholders or their agents on a monthly or quarterly basis and is often based on the number of Users benefiting from the Services supplied to the Customer by the Supplier. The cost corresponding to these royalties plus the related management charges shall be billed to the Customer by the Supplier in addition to the price for the Services.

Any changes made to the typical elements, on which the Agreement has been based, must be declared to the Supplier by the Customer.

For certain publications, the Supplier may be required to control the Customers' sworn statement regarding internal distribution/communication with regard to the effective use of the contents by the Customers, especially with regard to the effective consultation of the contents and/or to the number of connections to

the contents (number of “clicks” on a content). Consequently, the Supplier reserves the right to:

- proceed to such controls and measurements of the activity of its Customers' accounts (especially the login data and/or the “clicks” on contents), which is accepted by the Customer;
- ask the Customer, who agrees to answer within eight (8) days, to clarify its situation in the event of a discrepancy between his sworn statement and the level of activity observed on the Customer's account;
- take all measures (especially suspension of the Press Review or of the media monitoring Service, termination without the need of a judicial decision, request of reimbursement of the indemnities potentially owed to the rightsholders, without prejudice to any other damages) in order to preserve its rights if the level of activity recorded on the Customer's account does not meet the standards of the average activity observed for an account with the same number of stated Users as the number stated by the Customer in its sworn statement.

## **c) Intellectual property**

The items extracted from the contents, the selections of items from the contents and the contents themselves shall benefit from French and international laws governing intellectual works (“protection française et internationale régissant les oeuvres de l'esprit”).

Their unauthorized use, or use in breach of the restrictions imposed on the user rights granted herein, shall render the party responsible for the infringement liable to civil and criminal proceedings.

This Agreement shall only confer rights of usage as defined above, subject to the moral rights of the author. It involves no transfer of rights.

The Customer undertakes to abide by and maintain the technical measures employed by the supplier of the digital flow of contents to the Supplier or by the rightsholders in order to ensure the protection and/or electronic identification as well as the origin of each supplied content.

For this purpose, regardless of the support medium used, the Customer shall be required to refrain from deleting and/or modifying in any way the marking data (“données de marquage”) appearing, together with the mention of the reservation of rights by the publishers, on each document relating to the contents.

The Supplier undertakes to display its name and/or logo and/or one of its distinctive trademarks on the contents originating from its Services and offered to its Customers. The name and/or logo and/or brand name must be displayed in a clear form on the article in an XML or in PDF format.

## **d) Rightsholders' right of audit**

Certain rightsholders oblige the Supplier to include an audit clause in their favor in the contracts entered into between the Supplier and the Customer. The Customer is therefore advised and accepts that it may receive an audit request from the Supplier and/or a rightsholder and/or any persons authorized to do so by the Supplier and/or the rightsholders. In the context of this audit the Customer undertakes to produce the back-up documents that will permit the rightsholders or the Supplier to verify whether the conditions specified in these terms of use of the contents have been observed, in terms of protected access to the closed network and the sworn statement regarding internal distribution/communication.

The Customer is also informed and agrees that the Supplier is required, in the context of certain contracts with the rightsholders, to transmit to the publishers all information that can be useful for invoicing and checking the royalties received by them, especially but not limited to, the name of the Customers to which the contents are made available by the Supplier, the number of contents made available to the Customer, the number of Users stated by the Customer, the copy of the contracts entered into with the Customers, the invoices issued by the Supplier, the login data and/or the “logs” by content related to the activity of the Customer on the Customer Space in order to control the truthfulness of the sworn statements of the Customer.

## **e) Suspension of supply of the contents and/or automatic termination**

Should any of the provisions of these terms of use of the contents be breached, the Customer is hereby

informed that the Supplier may:

- cease to make the contents available on expiry of a period of ten (10) days following a reminder to which no response is received, without affecting its right to invoke the termination clause, which the Customer accepts;
- terminate automatically the Agreement, ten (10) days after the Supplier has sent the Customer a registered letter, with acknowledgment of receipt, to which no response is received, relating to the publications specified by the Supplier, as listed in the said registered letter, without affecting any damages that may be claimed against it.

It should be noted that certain rightsholders have given the Supplier a licence covering several publications, which means that, in the event of the Customer's breach of the Agreement with respect to just one publication, the Supplier has an obligation to suspend or terminate the Agreement for all the publications initially specified in the contract between the Supplier and the rightsholders.

## **f) Responsibilities**

The contracts entered into by the Supplier with certain rightsholders require that the Supplier make the following clauses binding on its Customers with regard to the responsibility of the rightsholders and that of the suppliers for the digital flows of their contents. These provisions shall also govern relations between the Supplier and the Customer.

The contents fall under the editorial responsibility of each of the publishers/broadcasters. The Supplier shall enjoy the rights granted to it by law in the event of a violation of their obligations.

Should the Supplier be able to prove that it has sustained substantive damages, as a direct material loss resulting wholly from the supplier's provision of the digital flow of the contents of a defective extract of contents, such as the absence of content delivered on time by the publisher, or a file formatting error which makes it unreadable by the Supplier, and excluding any other type of loss, particularly of a non-material or indirect nature, the Supplier shall be entitled to ask the supplier of the digital flow of contents to pay a fixed compensation sum equivalent, overall, to the maximum of ten times (or one hundred times for certain rightsholders) the price invoiced by the supplier for the digital flow of contents to the Supplier in respect of the provision of the defective extract of contents. The Supplier may claim no other compensation for loss, either from the supplier of the digital flow of contents or the rightsholders. These provisions shall also govern relations between the Supplier and the Customer.

## **g) Agreement Expiry**

On termination of the Agreement, for whatever reason, the Customer must remove and no longer use the rightsholders' distinctive symbols (such as logos, trademarks, artwork clips), and undertakes to destroy the files relating to the contents and to cease using the contents, for commercial purposes or otherwise.

### **3. Specific conditions applicable to Agence France-Presse's content**

The Supplier provides certain Supplier Data to Customer through a partnership with Agence France-Presse ("AFP"). Use of the Supplier Data provided by AFP ("**AFP Content**") is subject to the following additional condition :

- Unless a specific written authorisation is given, any use of the AFP Content by Customer must be exclusively done within the following territories : (i) France, (ii) Andorra, (iii) Monaco, or (iv) Overseas French territories. Customer is authorized to modify the AFP's dispatches and infographics to comply with applicable accessibility legislation or to ensure compatibility with reading aid tools , provided that sequencing and integrity of the AFP Content are respected and the adaptation remains exact and reliable.
- Customer acknowledges that any information contained within the AFP Content is protected by copyright laws. Consequently, any copy, display, modification, commercial use or any other use are prohibited without obtaining AFP's prior consent, except that no such consent shall be required for non-commercial personal use. AFP cannot be held liable for any delays, errors, omissions that cannot



be limited in relation with press information, nor for any consequence of the actions or transactions made in reliance of those information. AFP and its logo are registered trademarks.

- Notwithstanding any confidentiality obligations, Supplier will inform AFP of Customer's name if it subscribes to AFP Content. If Customer is an agency, it will share the name of its own clients to whom it will provide AFP Content. Customer accepts that Supplier will share this information with AFP.
- AFP reserves the unilateral right to refuse access to its AFP Content. If AFP exercises its right to refuse access to its content, it will advise the Supplier of its decision and the Supplier will relay this information in writing to Customer. Supplier will then stop to provide AFP Content to Customer within fifteen (15) days from receipt of notice from AFP. In addition to the aforementioned Section 1., Supplier disclaims any liability for AFP Content including any liability regarding interruption of access to such content.
- Notwithstanding Section 6.2. from the MSA, in the event of Customer's breach of its obligations regarding AFP Content, Customer will have ten (10) business days to cure such breach. Otherwise, access to AFP Content will be immediately denied upon expiry of this cure period. The same measure will apply for repeated breaches.