

GENERAL TERMS AND CONDITIONS

1. Object of the contract

- 1.1 Axel Springer Syndication GmbH (AS Syndication) is the information service provider for Axel Springer SE, Ullstein GmbH, B.Z. Ullstein GmbH, and other licensors and acts by assignment on their behalf.
AS Syndication researches and supplies information and press material as per assignment
- o from publications and newspapers of Axel Springer SE and its affiliated companies – referred to henceforth as AS Publications -
 - o from licensed external publications,
 - o for media customers from the Axel Springer SE biographical database,
 - o from the Axel Springer SE cinema / TV database,
 - o from external databases and all other available collected information sources.
- 1.2 In addition, AS Syndication implements authorization and licensing procedures for the syndication of press articles from AS Publications in collaboration with the respective management of the publishing houses, facilitates the prosecution of claims in cases of unlawful use of articles of AS Publications on the internet, and asserts damage claims, in particular for the licensor.
- 1.3 These General Terms and Conditions shall be applicable for all investigative assignments that have been assigned either verbally or in written form, as well as for legal proceedings. Deviating Terms and Conditions of the customer shall only be applicable with written agreement; any terms and conditions of the customer listed on order forms, delivery confirmations or other forms of data, or in their own data, invoices, on the internet or other forms of media, shall hereby be expressly objected.

2. Rights of use

- 2.1 Individual items of supplied information or press articles are protected by copyright – unless otherwise indicated. The customer shall be obligated to abide by and not infringe upon existing copyrights.
- 2.2 The customer shall furthermore be obligated to use the information and press material supplied by AS Syndication exclusively for its own publishing purposes or for its own information and not to pass it on to third parties; in particular, the customer may not publish press articles or headlines from these press articles, or collections of personal information or films, nor may the customer duplicate, alter, circulate, reprint, store indefinitely, use for the purpose of creating a database or pass on the above to third parties, unless the customer is acting for a contracting party that had previously informed AS Syndication thereof in writing.
- 2.3 The customer is granted the right of use exclusively within the framework of the statutory limitations of the copyright law.
- 2.4 The usage restrictions pursuant to item 2.2 and 2.3 shall not apply if the customer is granted in writing more extensive rights for the use of press articles pursuant to item 2.5 – Syndication.
- 2.5 Upon request, the customer shall be entitled to the additional right (syndication) to
- o reproduce press articles on a previously indicated website or in a previously indicated closed user group (Intranet, newsletter, press review, App) or make press articles available for retrieval to additional users of this website or the closed user group, or
 - o distribute press articles via e-mail to a previously stipulated number of users, or
 - o reprint press articles once in a previously named print medium or print product, or
 - o use press articles in an exhibition for a previously stipulated period of time, or
 - o insert press articles into a named film, in as far as the respective management of the publishing company has agreed.
- 2.6 Prior to the granting of extended rights of use pursuant to item 2.5 – Syndication – consent of the responsible management of the publishing company must be obtained. Consent may be refused without providing reasons.
- 2.7 All information and data from the biographical database may only be displayed by the media customers as an information base, but not provided to third parties or published in the public sphere as a supporting document or source of evidence.

3. Liability and warranty

- 3.1 We assume no liability for the integrity and accuracy of the content of the information and press articles researched and made available, for the criminal, lawfulness thereof or for any cases of copyright infringement or libel therein. We will thoroughly pursue the customer's inquiries and where possible advise the customer about any potential copyright and libel claims asserted by third parties against individual press articles at the time of the granting of rights.
- 3.2 We shall be liable for intention and gross negligence, for simple negligence however, only in the case of breach of essential contractual obligations. We shall be liable for simple negligent breach of essential contractual obligations within the scope of foreseeable, typically occurring damages.
- 3.3 Should liability claims be made against our lawful representatives or their executive staff or other vicarious agents, the aforementioned sections shall be applicable.

4. Prices and payment conditions

- 4.1 The prices for research and data provision are specified in the price list of 01.01.2013.
- 4.2 For the process of granting extended usage rights pursuant to item 2.5 – Syndication – the customer shall be obligated to pay a special processing fee as per the price list of 01.01.2013.
- 4.3 The amount of payment for the licensing of extended usage rights pursuant to item 2.5 – Syndication – shall be determined on an individual basis by the management of the respective publishing house. The license fee shall be disclosed separately in the invoice.
- 4.4 All prices do not include the statutory sales tax; this does not apply for the assertion of damage claims within the scope of the prosecution of claims.
- 4.5 The net amount of invoices or payment requests shall be payable within 10 days of the invoice date; after this deadline we shall charge interest on late payments in the amount of 8% - above the base interest rate pursuant to § 288, Para. 1. of the German Civil Code. For each late-payment reminder we shall charge an additional fee in the amount of 2.50 €. We reserve the right to assert further damages caused by default.

5. Confidentiality

AS Syndication is obligated to keep the content, type and scope of all contracted research confidential and also shall oblige its employees to an according level of confidentiality.

6. Final provisions

- 6.1 The contract brought into effect with the customer shall be exclusively governed by German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 6.2 Consumer Dispute Resolution
- o The European Commission offers an Online Dispute Resolution ("ODR") platform on <http://ec.europa.eu/consumers/odr>
 - o **Information according to § 36 Consumer Dispute Resolution Act:** Axel Springer Syndication GmbH does at the moment not take part in a voluntary dispute resolution before a German arbitration body. There is no legal obligation to do so.
- 6.3 The place of fulfilment shall be Berlin.
- 6.4 If the customer is a merchant, a legal entity or special fund under public law, then the sole jurisdiction shall be Berlin.
- 6.5 Amendments to these General Terms and Conditions or statements according to these General Terms and Conditions to the contract partner shall require written confirmation of the customer or confirmation per e-mail.
- 6.6 Should a provision of these General Terms and Conditions be invalid in part or in its entirety, the lawfulness of all other provisions shall remain unaffected.

as at: 02.2017