

These Business Wire Membership Terms and Conditions are applicable to all parties that wish to apply for Business Wire Membership through its website and must be accepted as a condition of becoming a Member. Membership grants certain restricted rights and obligations, including the restricted right to use Business Wire's press release distribution services.

Each Member will agree to a set of terms and conditions of a specific Business Wire entity or office depending on its geographical, or other disposition. In accepting these terms and conditions each member agrees to be bound to those terms that apply to the Business Wire corporate entity that is assigned to them. For further information, please see the full set of terms and conditions set out below that apply to you.

## **For Business Wire, Inc. – United States – These Terms Apply**

### **Business Wire, Inc. Membership Terms and Conditions Effective as of August 8, 2019**

**A. License, Acknowledgements and Warranties.** A registered Business Wire member submitting material to Business Wire for distribution ("Company") grants Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorized licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that all recipients included on any distribution list provided by Company to Business Wire have expressly consented to receive advertising and/or promotional email messages from Company.

Business Wire reserves the right to refuse copy deemed inappropriate or not properly sourced. Membership may be revoked for violation of these Business Wire Terms and Conditions (the "Terms & Conditions"). Business Wire reserves the right to change prices and product/coverage specifications without notice.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS MEMBERSHIP AGREEMENT, BUSINESS WIRE MAKES NO, AND EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING ANY PRODUCTS OR SERVICES PROVIDED BY BUSINESS WIRE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT ANY PRODUCTS OR SERVICES WILL MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS.

**B. Payment Terms.** Payment terms are net due upon receipt, and charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges. Business Wire may terminate this Agreement or revise payment terms, effective immediately, by written notice to Company, if Company files or has filed against it, a petition for voluntary or involuntary bankruptcy.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

**C. Term.** Term of membership is one year from the date of application acceptance with an automatic annual renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. These Terms and Conditions, including any revisions, remain in effect for the duration of membership.

**D. Indemnity and Limitation of Liability.** Company will indemnify and hold harmless Business Wire and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related any and all claims alleging conduct that

would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including these Terms and Conditions.

BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

**E. Force Majeure.** If Business Wire is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

**F. Online Ordering Portal.** Company shall submit all requests for press release distribution and all related materials through Business Wire's secure online ordering portal, Business Wire Connect. More information regarding Business Wire's security commitments can be found at <https://services.businesswire.com/document/20922/5713378/Security+Baseline+Commitment>.

**G. Choice of Law and Venue.** The Membership Agreement shall be governed by and construed in accordance with the laws of the State of California. The courts of the State of California shall have exclusive jurisdiction in relation to any dispute arising under or related in any way to this Agreement.

**H. Entire Agreement, Severability, Successors and Assigns.** The Membership Agreement, including these Terms and Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of the Membership Agreement, including these Terms and Conditions, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

# For Business Wire France SARL – France – These Terms Apply

## Business Wire France, SARL Membership Terms and Conditions Effective as of August 8, 2019

Les présentes Conditions Générales (les « **Conditions Générales** ») s'appliquent au contrat d'adhésion (le

« **Contrat d'Adhésion** ») entre le client (la « **Société** ») et Business Wire France, société à responsabilité limitée au capital de 50.001 € ayant son siège social au 59, rue de Richelieu, 75002 Paris, en France, et immatriculée sous le numéro 482 261 427 RCS Paris (« **Business Wire** »), résultant de l'acceptation par Business Wire de la demande d'adhésion de la Société.

### **A. Licence, Attestations et Garanties.**

La Société accorde à Business Wire le droit de diffuser, afficher, reproduire, reformater, traduire, archiver, concéder des licences, éditer, modifier et créer des œuvres dérivées et / ou des extraits des documents qu'elle soumet à Business WIRE pour les fins de diffuser ces documents dans le cadre de l'exécution des produits et services de Business Wire (et la promotion de ceux-ci).

La société garantit et déclare que le contenu de tous les documents soumis à Business Wire sera exact et original ; que la Société a la propriété ou est titulaire d'une licence au titre des documents remis à Business Wire pour diffusion ; que le contenu de ces documents ne violera ni ne portera atteinte à aucun droit d'auteur, marque de commerce ou autre droit de propriété intellectuelle, droit de propriété, droit personnel, droit à la vie privée ou autre droit de toute autre personne partout au monde ; que les documents ne contiennent rien de diffamatoire ni virus, scripts, macros ou programmes, ni liens vers des scripts, des macros ou des programmes ; et que les documents respectent toutes les lois et réglementations applicables. La Société garantit et déclare que

(i) tous les destinataires figurant sur toute liste de distribution fournie par la Société à Business Wire ont expressément consenti à recevoir des courriels publicitaires et / ou promotionnels de la part de la Société ou, lorsque la loi le permet, ont été informés, lors de la collecte de leur adresse e-mail, que cette dernière pourrait être utilisée à de telles fins et qu'ils avaient le droit de s'opposer à cette utilisation de manière simple et gratuite, et qu'ils n'ont pas retiré ce consentement ou exercé leur droit de s'opposer à cette utilisation (ii) la période pendant laquelle ces données personnelles peuvent être conservées n'a pas expiré et n'expirera pas à la date indiquée sur cette liste comme étant la date à laquelle la liste peut être utilisée ; (iii) ces données personnelles peuvent être valablement transférées par la Société à Business Wire à ces fins (sans préjudice aux exigences moins strictes qui s'appliquent aux envois de courriers à des adresses e-mail de société ne contenant pas le nom d'une personne physique et, par conséquent, ne contenant pas de données personnelles).

Business Wire se réserve le droit de refuser une copie jugée inappropriée ou dûment référencée. L'adhésion peut être révoquée pour violation de ces Conditions Générales : en cas de manquement important aux Conditions Générales par la Société, Business Wire peut résilier de plein droit l'adhésion de la Société moyennant un préavis écrit de trente (30) jours civils à la Société, sous réserve (lorsque le manquement est susceptible d'être remédié) qu'une mise en demeure ait été adressée à la Société par lettre recommandée avec accusé de réception et que le manquement n'ait pas été remédié dans les 15 jours civils suivant la réception de ladite mise en demeure.

Business Wire se réserve le droit de modifier les prix et les spécifications du produit / de la couverture sans préavis, sous réserve des termes de tout accord particulier tarifaire.

**B. Conditions de Paiement.** Les factures sont payables à réception. Les intérêts sont comptabilisés sur les factures impayées au taux le plus élevé entre 12% par an et trois fois le taux d'intérêt légal. Une indemnité forfaitaire de 40 € due pour frais de recouvrement sera appliquée conformément à l'article L. 441-6 du Code de commerce. En cas d'impayé, la Société reconnaît et accepte que Business Wire peut dénoncer tout délai de paiement accordé et ainsi prononcer l'exigibilité anticipée de toute somme payable à terme. Business Wire peut résilier le présent Contrat d'Adhésion ou modifier ses conditions de paiement, avec effet immédiat, par notification écrite à la Société, si la Société demande ou fait l'objet d'une demande d'ouverture d'une procédure collective, sous réserve des dispositions impératives des articles L. 611-16 et L. 620 1 à L. 670-8 du Code de commerce.

En cas de non-paiement du solde dû, la Société accepte de payer tous les frais de recouvrement, y compris les honoraires et frais d'avocat, supportés par Business Wire ou ses agents. En outre, la Société reconnaît que tout aménagement concernant les prix ou les services pourra être révoqué en cas de défaut de paiement.

**C. Durée.** La durée de d'adhésion est d'un an à compter de la date d'acceptation de la demande d'adhésion, avec reconduction tacite tant que la Société continue d'utiliser les services de Business Wire, ou jusqu'à ce que l'une des parties notifie à l'autre la

résiliation, avec ou sans motif, en fournissant un préavis écrit de trente (30) jours civils à l'autre partie (que la date de résiliation corresponde ou non à une date d'anniversaire de la date d'acceptation de la demande d'adhésion, étant précisé que la résiliation peut également intervenir avant la première date de renouvellement), sous réserve que la résiliation n'intervienne pas avant la fin de tout accord particulier tarifaire conclu entre les parties pour une durée déterminée. Les Conditions Générales, telles qu'elles pourront être modifiées, resteront en vigueur pendant toute la durée de l'adhésion.

**D. Indemnité et Limitation de Responsabilité.** La Société indemniser Business Wire et toute société contrôlant, affiliée à ou filiale de Business Wire, ses dirigeants, administrateurs, employés, licenciés, successeurs et ayants droit, de même que les personnes que Business Wire a autorisé ou consenti une licence pour transmettre et distribuer des documents au titre de toute responsabilité, tous dommages-intérêts, jugement, réclamations, coûts, pertes et dépenses (y compris les honoraires et frais d'avocat raisonnables) découlant de ou liés à toute réclamation alléguant un acte qui impliquerait une violation des déclarations et des garanties de la Société aux termes du Contrat d'Adhésion, notamment aux termes des Conditions Générales.

BUSINESS WIRE NE PEUT ÊTRE TENUE RESPONSABLE ENVERS LA SOCIÉTÉ POUR (1) DES DOMMAGES-INTÉRÊTS AU TITRE D'UNE PRIVATION DE GAIN (LUCRUM CESSANS) AU SENS DE L'ARTICLE 1231-2 DU CODE CIVIL, Y COMPRIS NOTAMMENT AU TITRE D'UNE PERTE DE RECETTES OU DE PROFITS ANTICIPÉS OU PERTE D'AFFAIRES, OU (2) DES DOMMAGES-INTÉRÊTS QUI NE PEUVENT ÊTRE PRÉVUS OU PRÉVISIBLES AU SENS DE L'ARTICLE 1231-3 DU CODE CIVIL QUE SI BUSINESS WIRE EST INFORMÉE DE LA POSSIBILITÉ DE TELS DOMMAGES-INTÉRÊTS (LA SOCIÉTÉ ACCEPTE QUE BUSINESS WIRE N'EST PAS EQUIPÉE POUR PRENDRE EN COMPTE D'ÉVENTUELLES NOTIFICATIONS DE DOMMAGES-INTÉRÊTS SPECIAUX). Business Wire ne sera pas non plus responsable envers la Société au titre de dommages-intérêts non recouvrables en droit français, tels que les dommages indirects et les dommages-intérêts exemplaires / punitifs. BUSINESS WIRE NE SERA EN AUCUN CAS RESPONSABLE ENVERS LA SOCIÉTÉ AU TITRE D'UN MONTANT SUPÉRIEUR AUX PAIEMENTS EFFECTUÉS PAR LA SOCIÉTÉ A BUSINESS WIRE POUR LES PRODUITS ET SERVICES FOURNIS CONFORMÉMENT AUX TERMES DE TOUT ACCORD ENTRE NOUS. Les exclusions ou limitations de responsabilité ci-dessus peuvent ne pas s'appliquer en cas de faute dolosive ou faute lourde.

**E. Force Majeure.** Si Business Wire est empêchée ou retardée dans l'exécution de ses obligations en vertu du Contrat d'Adhésion en raison de circonstances échappant à son contrôle, y compris mais sans s'y limiter, une action d'un gouvernement, une guerre, une émeute, une grève ou un conflit commercial (y compris par ou avec nos propres employés), une défaillance technique, une indisponibilité générale d'Internet, une panne de courant, une panne de communications, des intempéries, une inondation, un incendie, une explosion, une situation d'urgence relative à un phénomène naturel ou local, Business Wire ne peut être tenu pour responsable de tout manquement résultant de la fourniture des services au titre des présentes.

**F. Intégralité de l'Entente, Divisibilité, Successeurs et Cessionnaires.**

Le Contrat d'Adhésion, y compris les présentes Conditions Générales, constitue l'intégralité de l'accord entre les parties, remplace tous les accords antérieurs, oraux ou écrits, et liera les parties et leurs successeurs et ayants droit, sous réserve de tout accord particulier tarifaire. Si une stipulation du Contrat d'Adhésion, y compris les présentes Conditions Générales, est jugée invalide, nulle ou inapplicable par un tribunal compétent, les autres stipulations resteront néanmoins en vigueur sans être altérées ou invalidées de quelque manière que ce soit.

**G. Portail de commande en ligne.**

La société doit soumettre toutes les demandes de diffusion de communiqués de presse et tous les documents connexes via le portail de commande en ligne sécurisé de Business Wire, Business Wire Connect. Vous pouvez trouver plus d'informations concernant les engagements de sécurité de Business Wire sur : <https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>.

**H. Loi Applicable, Jurisdiction Compétente et Frais d'Avocat.**

Le Contrat d'Adhésion, y compris les présentes Conditions Générales, sera régi et interprété conformément aux lois françaises. Tout litige découlant de ou lié de quelque façon que ce soit à ce Contrat d'Adhésion sera soumis à un tribunal compétent en France. En cas de litige relatif à l'application de toute stipulation du Contrat d'adhésion, y compris les présentes Conditions Générales, la partie ayant gain de cause aura le droit de recouvrer ses frais et débours auprès de l'autre partie, y compris les honoraires juridiques raisonnables encourus, dans toute la mesure permise par la loi.

**I. Modification des Conditions Générales.**

Sous réserve des stipulations des paragraphes A et B ci-dessus, en cas de modification des présentes Conditions Générales, Business Wire en informera la Société par écrit et la Société disposera d'un délai de 30 jours pour répondre avant que la modification ne prenne effet, étant précisé que tout changement entrant en conflit avec un accord particulier tarifaire à durée déterminée ne s'applique pas aux services couverts par cet accord particulier tarifaire tant qu'il est en vigueur. Le refus des nouvelles Conditions Générales doit être communiqué par écrit à Business Wire. L'absence de réponse écrite de la Société et / ou son utilisation continue des services de Business Wire après l'expiration du délai de préavis de 30 jours vaudra acceptation des

modifications apportées. En cas de refus des nouvelles Conditions Générales, celles existantes continueront à s'appliquer, sans préjudice du droit de résiliation de chaque partie en vertu du paragraphe C. du Contrat ci-dessus.

**J. Données à caractère personnel des représentants de la Société.** La Société déclare que tout dirigeant, employé ou agent de la Société qui a communiqué par écrit son nom et/ou toute autre information pouvant l'identifier à Business Wire pour les fins de représenter la Société pour la conclusion et/ou l'exécution du Contrat d'Adhésion a consenti à ce les données à caractère personnel ainsi communiquées soient traitées par Business Wire et ses partenaires aux fins de gérer la relation contractuelle entre la Société et Business Wire sur les bases suivantes :

- (i) les données à caractère personnel pourront être conservées jusqu'à trois ans après la fin de la relation contractuelle entre Business Wire et la Société ou (si cela intervient postérieurement) jusqu'à la date à laquelle toute somme due et toute dispute au titre des présentes auront été réglées ; elles pourront être ensuite archivées pendant tout délai de prescription applicable ;
- (ii) les personnes concernées ont le droit de demander à Business Wire l'accès à leurs données à caractère personnel de même que la rectification ou l'effacement de celles-ci, elles peuvent s'opposer au traitement de celles-ci à des fins de prospection et elles peuvent, à compter du 25 mai 2018 et sous réserve des conditions légales applicables, demander une limitation du traitement de celles-ci ; elles peuvent également définir des directives relatives au sort de leurs données à caractère personnel après leur mort ;
- (iii) à compter du 25 mai 2018, elles ont le droit d'introduire une réclamation auprès d'une autorité de contrôle ;
- (iv) les partenaires à qui des données à caractère personnel peuvent être transmises peuvent être établis dans l'Union européenne, d'autres pays ayant fait l'objet d'une décision d'adéquation rendue par la Commission européenne ou les Etats-Unis d'Amérique, sous réserve que tout destinataire établi aux Etats-Unis d'Amérique ait adopté des règles internes contraignantes ou conclu un accord de transfert de données contenant des clauses offrant un niveau de protection suffisant selon la Commission européenne ou bénéficie de l'accréditation américaine « *Privacy Shield* ».

**K. Langue.** En cas d'incohérence entre les versions française et anglaise des Conditions Générales sous réserve que les dispositions du premier paragraphe de l'article 5 de la loi n° 94-665 du 4 août 1994 relative à l'emploi de la langue française ne s'appliquent pas, la version anglaise prévaudra.

The following terms and conditions (the “**Terms and Conditions**”) shall apply to the membership agreement (the “**Membership Agreement**”) between the applicant (the “**Company**”) and Business Wire France, a French *société à responsabilité limitée* with a share capital of €50 001 having its registered office at 59 Rue de Richelieu, Paris, 75002, France and registered under No. 482 261 427 RCS Paris (“**Business Wire**”) formed upon Business Wire accepting the Company’s membership application.

**A. License, Acknowledgements and Warranties.**

Company grants Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material it submits to Business Wire for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorized licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that (i) all recipients included on any distribution list provided by Company to Business Wire have expressly consented to receive advertising and/or promotional email messages from Company or, when this is sufficient by law, have been notified upon their email address being collected that it could be used for such purposes and that they had the right to object to this use (“opt out”) in a simple and free-of-charge way, and they have not withdrawn this consent or exercised their right to object to this use (“opt out”), (ii) the period for which this personal data can be stored is not expired and will not expire by the date indicated on that list as the date until which the list can be used for such purposes and (iii) this personal data can be lawfully transferred by Company to Business Wire for these purposes (without prejudice to the less stringent requirements applicable to communications to company email addresses that do not contain the name of an individual hence no personal data).

Business Wire reserves the right to refuse a copy deemed inappropriate or not properly sourced. Membership may be revoked for violation of these Terms and Conditions: in the event of a material breach by Company of the Terms and Conditions, Business Wire may terminate as of right (*de plein droit*) the membership of Company by providing thirty (30) calendar days advance written notice to Company, provided that (where the breach is capable of remedy) formal notice has been made to Company by registered letter with acknowledgment of receipt and such breach has not been remedied within 15 calendar days of receipt of such notice.

Business Wire reserves the right to change prices and product/coverage specifications without notice, subject to the terms of any special pricing agreement.

**B. Payment Terms.** Payment terms thereafter are net due upon receipt. Interest shall accrue on unpaid invoices at the greater of 12% per annum and three times the legal rate of interest and a penalty of EUR. 40 for recovery charges shall be applied, in accordance with Article L. 441-6 of the Code de commerce. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may cancel any deferred payment term thus demand payment of the balance owed in full Business Wire may terminate this Membership Agreement or revise payment terms, effective immediately, by written notice to Company, if Company files or has filed against it, a petition for voluntary or involuntary bankruptcy, subject to the mandatory provisions of articles L.611- 16 and L.620 1 to L.670-8 of the French Code de commerce.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

**C. Term.** Term of membership is one year from the date of application acceptance with an automatic annual renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause by providing thirty (30) calendar days advance written notice to the other party (whether or not the termination date corresponds to an

anniversary date of the date of application acceptance, it being noted that termination can also take place before the first renewal date), provided that termination shall not occur before the end of any special pricing agreement entered between the parties for a specific term. These Terms and Conditions, including any revisions, remain in effect for the duration of membership.

**D. Indemnity and Limitation of Liability.**

Company will indemnify and hold harmless Business Wire and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related any and all claims alleging conduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including these Terms and Conditions.

BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR (1) DAMAGES FALLING WITHIN THE CATEGORY OF PRIVATION OF GAIN (*PRIVATION DE GAIN; LUCRUM CESSANS*) WITHIN THE MEANING OF ARTICLE 1231-2 OF THE FRENCH CODE CIVIL, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, OR (2) DAMAGES THAT CAN BE FORESEEN OR FORESEEABLE WITHIN THE MEANING OF ARTICLE 1231-3 OF THE FRENCH CODE CIVIL ONLY IF BUSINESS WIRES IS ADVISED OF THE POSSIBIILITY OF SUCH DAMAGES (COMPANY ACCEPTS THAT BUSINESS WIRE IS NOT EQUIPPED FOR HANDLING SUCH NOTICES OF POSSIBLE SPECIAL DAMAGES).

Nor shall it be liable to Company for damages that cannot be recovered as a matter of French law, such as indirect damages and exemplary/punitive damages. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF ANY AGREEMENT BETWEEN US. Some or all of the above exclusions or limitations may not apply in case of intentional fault (*faute dolosive*) or reckless fault (*faute lourde*).

**E. Force Majeure.** If Business Wire is prevented or delayed in or from performing any of its obligations under the Membership Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by or with our own employees), technical failure, general unavailability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

**F. Entire Agreement, Severability, Successors and Assigns.**

The Membership Agreement, including these Terms and Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns, subject to any special pricing agreement. If any provision of the Membership Agreement, including these Terms and Conditions, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**G. Online Ordering Portal.** Company shall submit all requests for press release distribution and all related materials through Business Wire's secure online ordering portal, Business Wire Connect. More information regarding Business Wire's security commitments can be found at

<https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>.

**H. Governing Law, Venue and Attorneys Fees.**

The Membership Agreement, including these Terms and Conditions, shall be governed by and construed in accordance with the laws of France. Any dispute arising under or related in any way to this Membership Agreement shall be adjudicated in a court of competent jurisdiction in France. In the event of litigation to enforce any provision of the Membership Agreement, including these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees, to the greatest extent permitted by law.

**I. Modification of Terms and Conditions.** Subject to paragraphs A and B above, in the event of a change in these Terms and Conditions, Business Wire shall provide written notice and allow Company 30

days to respond before the change takes effect, it being noted that any change conflicting with special pricing agreement entered between the parties for a specific term shall not apply to the services covered by this special pricing agreement throughout its term. Rejection of new Terms and Conditions must be conveyed to Business Wire in writing. Company's failure to respond in writing and/or its continued use of Business Wire services after the 30- day notice period has expired shall constitute its acceptance of and agreement to such changes. In case of rejection of the new Terms and Conditions, the existing ones will continue to apply, without prejudice to each party's right of termination under clause C. Term here above.

**J. Personal data of Company's representatives.** Company represents that any officer, employee or agent of Company who has communicated in writing his or her name and/or other identification details to Business Wire for the purposes of representing Company in the execution and/or performance of the Membership Agreement has consented to his or her personal data so communicated being processed by Business Wire and its partners for the purposes of managing the contractual relationship between Company and Business Wire on the basis that:

- (i) such personal data may be stored up to three years after the term of the contractual relationship between Company and Business Wire or (if longer) until settlement of all debts and any dispute thereunder; it may be archived thereafter during the applicable limitation period;
- (ii) these individuals have the right to request from Business Wire access to and rectification or erasure of their personal data and to object to processing for marketing purposes as well as, as from 25 May 2018 and subject to applicable legal conditions, a right to a restriction of processing, and they may write directives about the handling of their personal information after their death;
- (iii) as from 25 May 2018, they have the right to lodge a complaint with a supervisory authority.
- (iv) partners to whom personal data may be transferred may be based in the European Union, other countries deemed to offer an adequate level protection according to the European Commission as well as the United States of America, provided that any recipient of personal data based in the United States of America adopted corporate binding rules or entered into a data transfer agreement containing clauses offering an adequate level protection according to the European Commission or benefits from the U.S. "Privacy Shield" accreditation.

**K. Language.** In case of inconsistency between the French and English versions of these Terms and Conditions and provided that the provisions of the first paragraph of article 5 of Law No. 94-665 of 4 August 1994 on the use of French language do not apply, the English version will prevail.



## For Business Wire Canada LTD. – Canada – These Terms Apply

### Business Wire Canada Membership Terms and Conditions Effective as of August 8, 2019

These Business Wire Canada Ltd. Membership Terms and Conditions (“Membership Agreement”) govern the membership of, and the provision of products and services to, the company (“Company”) which has executed the membership application submitted to Business Wire Canada Ltd. (“Business Wire”).

**A. License, Acknowledgements and Warranties.** With respect to materials submitted by Company to Business Wire for distribution, Company grants Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorized licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that all recipients included on any distribution list provided by Company to Business Wire have expressly consented to the provision of such list to Business Wire and to receive commercial electronic messages, including advertising and/or promotional messages, from Company, and Company's authorized service providers such as Business Wire, in a manner which is compliant with all applicable laws.

Business Wire reserves the right to refuse copy deemed inappropriate or not properly sourced. Membership may be revoked for violation of this Membership Agreement . Business Wire reserves the right to change prices and product/coverage specifications without notice.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS MEMBERSHIP AGREEMENT, BUSINESS WIRE MAKES NO, AND EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING ANY PRODUCTS OR SERVICES PROVIDED BY BUSINESS WIRE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT ANY PRODUCTS OR SERVICES WILL MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS.

**B. Payment Terms.** Payment terms thereafter are net due upon receipt, and charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges, and/or suspend Business Wire's performance hereunder until cured and/or terminate the Membership Agreement for cause. Business Wire may terminate this Agreement or revise payment terms, effective immediately, by written notice to Company, if Company files or has filed against it, a petition for voluntary or involuntary bankruptcy

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

**C. Term.** Term of membership is one year from the date of application acceptance with an automatic annual renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. This Membership Agreement , including any revisions, remain in effect for the duration of Company's membership.

**D. Indemnity and Limitation of Liability.** Company will indemnify and hold harmless Business Wire and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses and expenses (including reasonable legal fees and costs) arising out of or related any and all claims alleging misconduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement.

BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS MEMBERSHIP AGREEMENT AND PRODUCTS AND SERVICES PROVIDED HEREUNDER (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS, LOST GOODWILL OR DAMAGE TO REPUTATION. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS MEMBERSHIP AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

**E. Force Majeure.** If Business Wire is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the Internet, power failure, communications failure, third party delays or failures, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

**F. Online Ordering Portal.** Company shall submit all requests for press release distribution and all related materials through Business Wire's online ordering portal, "Business Wire Connect". More information regarding Business Wire's security can be found at <https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>. Company acknowledges that Business Wire does not guarantee the security of communications or data.

**G. Privacy Policy.** The Business Wire Privacy Statement located at <http://www.businesswire.com/portal/site/home/privacy/> forms a part of this Membership Agreement and governs Business Wire's collection, use and disclosure of personal information. Company acknowledges having reviewed the Privacy Statement and agrees to its terms.

**H. Web Site Terms.** The Business Wire web site terms of use located at <https://www.businesswire.com/portal/site/home/terms-of-use/> forms a part of this Membership Agreement and governs Company's use of the Business Wire web site. Company acknowledges having reviewed the Terms of Use and agrees to its terms

**I. Entire Agreement, Severability, Successors and Assigns.** The Membership Agreement constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of the Membership Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**J. Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the Province of Ontario shall have exclusive jurisdiction in relation to any dispute arising under or related in any way to this Agreement.

## For Business Wire China Ltd – Hong Kong – These Terms Apply

### Business Wire Hong Kong Membership Terms and Conditions Effective as of August 8, 2019

**A. License, Acknowledgements and Warranties.** A registered Business Wire member submitting material to Business Wire for distribution ("Company") grants Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorized licensee of the rights in the material provided to Business Wire for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that all recipients included on any distribution list provided by Company to Business Wire have expressly consented to receive advertising and/or promotional email messages from Company.

Business Wire reserves the right to refuse material deemed inappropriate or not properly sourced. Company's membership may be revoked for violation of these Business Wire Membership Terms and Conditions (the "Terms & Conditions"). Business Wire reserves the right to change prices and product/coverage specifications without notice.

**B. Payment Terms.** Payment terms thereafter are net due upon receipt, and charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges. Business Wire may terminate the Membership Agreement or revise payment terms, effective immediately, by written notice to Company, if Company files or has filed against it, a petition for voluntary or involuntary bankruptcy.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

**C. Term.** Term of membership is one year from the date of application acceptance with an automatic annual renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. These Terms and Conditions, including any revisions, remain in effect for the duration of membership.

**D. Indemnity and Limitation of Liability.** Company will indemnify and hold harmless Business Wire and its parent company, affiliates and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims alleging conduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including these Terms & Conditions.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUSINESS WIRE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THESE TERMS & CONDITIONS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED

PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

**E. Force Majeure.** If Business Wire is prevented or delayed in or from performing any of its obligations under the Membership Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with its own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, to the maximum extent permitted under applicable law, Business Wire shall not be liable for any resulting failure to provide services under the Membership Agreement.

**F. Online Ordering Portal.** Company shall submit all requests for press release distribution and all related materials through Business Wire's secure online ordering portal, Business Wire Connect. More information regarding Business Wire's security commitments can be found at <https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>.

**G. Entire Agreement, Severability, Successors and Assigns.** The Membership Agreement, including these Terms & Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of the Membership Agreement, including these Terms and Conditions, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**H. Governing Law and Jurisdiction.** These Terms & Conditions shall be governed by the law of the Hong Kong Special Administrative Region of the People's Republic of China. Company agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts.

## For Business Wire Japan KK – Japan – These Terms Apply

### ビジネスワイヤ会員規約条項

2019年08月08日発効

会員企業(定義は下記のとおりです。)とビジネスワイヤジャパン株式会社(以下「ビジネスワイヤジャパン」といいます。)は、この会員規約(本会員規約条項を含む)を締結します(併せて以下「本契約」といいます。)

#### A. ライセンス・承認・保証

1. 配信のためにビジネスワイヤジャパンに資料を提出した、登録済のビジネスワイヤ会員(以下「会員企業」という。)は、その資料について、ビジネスワイヤの商品及びサービスの一部として配信する目的で(及びそのプロモーションを行う目的で)配信、表示、複製、フォーマット変更、翻訳、アーカイブ、ライセンス、編集、修正、派生資料及び/又は抜粋資料の作成を行う権利を、ビジネスワイヤジャパンに対して付与するものとします。
2. 会員企業は、ビジネスワイヤジャパンに提出する全ての資料の内容が正確かつオリジナルであること、配信を行うためにビジネスワイヤジャパンに提供した資料を会員企業が所有していること又はその認定されたライセンシーであること、資料がいかなる著作権、商標権、又はその他の知的財産権、財産的権利、人格権、プライバシー権、又はその他全世界での第三者の権利も侵害せず、又はこれらに違反するものでないこと、資料に中傷的な内容、ウイルス、スク립ト、マクロ、プログラム、又はそれらへのリンクが含まれないこと、資料が適用される全ての法律や規制に従ったものであることを、表明し保証します。さらに、会員企業は、(i)会員企業からビジネスワイヤジャパンに提供された配信リストに含まれる全ての配信情報受領者が、会員企業から広告及び/又はプロモーション用電子メールを受け取ることにつき明示的に同意している旨、及び、(ii)当該配信情報受領者らが個人である場合には、当該配信情報受領者らが、自らの個人情報ビジネスワイヤジャパンに提供されること、及びビジネスワイヤジャパンから更に米国に存するビジネスワイヤ US 社に対しても提供される可能性があることに、明示的に同意している旨を、表明し保証します。
3. ビジネスワイヤジャパンは、不適當又は発信元が適切でないと思われる資料について拒否する権利を留保します。本契約に違反した場合は、会員権が取り消される場合があります。ビジネスワイヤジャパンは、価格及び商品・カパレツジの仕様を通知なしに変更する権利を留保します。

#### B. 本契約の終了

ビジネスワイヤジャパンは、下記のいずれかの事態が生じた場合に、会員企業へ書面(電子メールその他の電磁的方法を含みます。)で通知をすることにより、直ちに本規則を解除することができる権利を、有します。

- (i) 会員企業が自己破産をした場合、若しくは会員企業について破産申立てが行われた場合
- (ii) 会員企業が本契約の条項に違反した場合
- (iii) ビジネスワイヤジャパンが合理的根拠をもって、会員企業が反社会的勢力であると判断した場合

### C. 期間

会員期間は、申込書受領日から一年とし、会員企業がビジネスワイヤのサービスを利用し続ける限り、又は会員企業もしくはビジネスワイヤが理由の如何を問わず解約通知を行うまで、自動的に一年毎に更新されるものとします。本会員規約条項は、その改訂を含め、会員期間中効力を有するものとします。ビジネスワイヤジャパンは、本会員規約条項を改訂する場合、改訂の効力発生日の1か月前までにそのウェブサイト上にアップロードするものとします。会員企業は、効力発生日をもって改訂に同意したものとみなされるものとします。

### D. 秘密保持義務

1. 会員企業は、本契約に関連してビジネスワイヤ・ジャパンから受け取ったあらゆる情報(以下「情報」という。)を、契約終了後も厳に秘密として取り扱うことを約束します。会員企業は、情報を第三者に開示したり漏洩したりしないものとします。
2. 上記にかかわらず、本項における秘密保持の義務は、以下の情報には適用されません。
  - (1) 会員企業が受領した時点で公知であった情報
  - (2) 会員企業の過失によらずに公知となった情報
  - (3) 受領時に会員企業が既に当該情報を保持しており、かつその旨の証拠を会員企業が提供できる場合における、当該情報
  - (4) 適切な権限を持つ第三者から、秘密保持の義務を負うことなく合法的に取得した情報
3. 本項に基づく秘密保持の義務は、以下の場合における情報の開示を妨げないものとします。
  - (1) 会員企業の従業員及び役員に対して開示する場合
  - (2) 法令により開示が必要とされる場合
  - (3) 会員企業の弁護士、税理士、会計士その他の法務・財務アドバイザーに対して開示する場合

### E. 個人情報の利用目的

ビジネスワイヤジャパンは、配信情報受領者(前記Aに規定)及び会員企業担当者の個人情報を、以下の目的のために使用し、法律の別段の定めがない限り、他の目的で使用しません。

(1) ニュースコンテンツ及び財務情報開示のための情報の配信、並びにその他のサービスの提供

(2) マーケティング目的による、有益な情報の配信

詳細は、ビジネスワイヤジャパンのプライバシーポリシーをご参照下さい。[ [PDF](#) ]

#### F. 免責、損害賠償責任

1. 会員企業は、(i)本契約における会員企業の表明・保証違反となる行為の存在を主張する一切の請求、又は(ii)会員企業による本契約の他の条項違反から生じる、又はそれらに関連する、一切の責任、損害賠償、判決、請求、コスト、損失、費用(合理的な金額の弁護士費用等を含む)から、ビジネスワイヤジャパン、その親会社、関連会社及び子会社、役員、取締役、従業員、ライセンサー、承継人及び譲受人、ビジネスワイヤジャパンから資料の送信・配信のライセンス又は許可を受けた者を、免責すると共に、当該各者が被った損害の全てを自らが補償・賠償することにより、当該各者の権利・利益を保護するものとします。

2. 会員企業は、ビジネスワイヤジャパンによるサービスが無償で提供されるものであり、会員企業は自らのリスク負担のもとこれを利用することに、本契約をもって同意します。ビジネスワイヤジャパンは、本規約の規定に何らかの形で起因又は関連して会員企業に発生した一切の損害(現実の損害、直接損害、間接的損害、付随的損害、派生的損害、特別損害及び懲罰的損害を含むがこれらに限りません。また、逸失利益や事業機会の喪失を含むがこれらに限りません。)の賠償について、(ビジネスワイヤが損害の発生の可能性を事前に知らされていた場合及び損害が第三者に発生した場合も含め、) 会員企業に対して一切責任を負わないものとします。

#### G. 不可抗力

政府の行為、戦争、暴動、ストライキ又は労働争議(ビジネスワイヤジャパンの従業員によるものを含む) 技術上のトラブル、インターネットの利用可能性、停電、通信障害、天候、洪水、火災又は爆発、自然災害又は地域的な緊急事態を含むがこれらに限定されず、当事者の支配を超える事由により本契約に基づくビジネスワイヤジャパンの義務の履行が遅延した場合又は不能となった場合、ビジネスワイヤジャパンは、サービスの提供を行う上で生じた障害について一切責任を負わないものとします。

#### H. オンライン注文ポータル

会員企業は、プレスリリース配信における一切の請求と全ての関連資料を、ビジネスワイヤの安全なオンライン注文ポータルであるビジネスワイヤ・コネクトを通じて提出するものとします。ビジネスワイヤの安全への取組みに関する情報は、下記のサイトをご参照ください。  
<https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>.

#### **I. 完全合意、分離可能性、承継人及び譲受人**

本契約は、両当事者間の合意の全てを構成し、口頭又は書面を問わず従前のすべての合意に優先し、当事者、その承継人及び譲受人を拘束し、それらの者の利益のために効力を生じます。正当な管轄権を有する裁判所が、本契約中のいずれかの規定に関して、無効又は執行不能であるとの判断を下した場合であっても、それ以外の規定については毀損又は無効化されることなく、完全な効力を維持するものとします。

#### **J. 準拠法及び紛争解決方法**

本契約は、日本法を準拠法とし、日本法に基づき解釈されるものとします。会員企業とビジネスワイヤジャパンは、本契約から生じ、また本契約に関連するあらゆる紛争に関し、日本の東京地方裁判所を第一審の専属的合意管轄裁判所とすることを、本契約をもって合意します。



The Membership Agreement, including these Terms and Conditions (collectively "Agreement"), are entered into by and between the Company (as defined below) and Business Wire Japan K.K. ("Business Wire Japan")

A. License, Acknowledgements and Warranties.

1. A registered Business Wire member submitting material to Business Wire Japan for distribution ("Company") grants Business Wire Japan the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material for purposes of distributing the material as part of Business Wire's products and services (and the promotion of same).

2. Company warrants and represents that the content of all materials submitted to Business Wire Japan will be accurate and original; that Company owns or is an authorized licensee in the material provided to Business Wire Japan for distribution; that the material will not violate or infringe upon any copyright, trademark, or other intellectual property, proprietary, personal, privacy, or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts; and that the material complies with all applicable laws and regulations. Company further warrants and represents (i) that all recipients included on any distribution list provided by Company to Business Wire Japan have expressly consented to receive advertising and/or promotional email messages from Company, and (ii) that in case where such recipients are individuals they have expressly consented to transfer of their personal information to Business Wire Japan and to possible subsequent transfer of their personal information from Business Wire Japan to Business Wire US, Inc. in the U.S.

3. Business Wire Japan reserves the right to refuse copy deemed inappropriate or not properly sourced. Membership may be revoked for violation of this Agreement. Business Wire Japan reserves the right to change prices and product/coverage specifications without notice.

B. Termination of Agreement

Business Wire Japan may terminate this Agreement by written notice (including emails or other electronic means) to Company, (i) if Company files or has filed

against it, a petition for voluntary or involuntary bankruptcy, (ii) if Company breached any provisions of this Agreement, (iii) and if Business Wire Japan reasonably determines that Company is related to anti-socialforce.

C. Term.

Term of membership is one year from the date of application acceptance with an automatic annual renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. These Terms and Conditions shall remain in effect for the duration of membership.

Business Wire Japan shall upload the revision of these Terms and Conditions onto its website one month prior to its effective date. Company shall be deemed to have consented to the revision as of the effective date.

D. Confidentiality Obligation

1. Company undertakes to handle any information received from Business Wire Japan in relation to this Agreement (“Information”) in a strictly confidential manner, including following termination of the Agreement. Company shall neither disclose nor leak the Information to any third party.

2. Notwithstanding the foregoing, the obligation to maintain secrecy under this provision shall not apply to the following information:

- (1) Information that is general public knowledge at the time of receipt by Company;
- (2) information that has become general public knowledge through no fault on the part of the Company;
- (3) information for which Company can provide documentary evidence that it was already in possession of such information at the time of receipt; and
- (4) information lawfully obtained from a third party with appropriate authority, without undertaking any confidentiality obligation.

3. The obligation to maintain secrecy under this provision shall not prevent disclosure of Information in the following situations:

- (1) Disclosure to employees and officers of the Company;
- (2) Disclosure required by applicable laws and regulations; and
- (3) Disclosure to the Company’s legal and financial advisers.

E. Purpose of Use of Personal Information

Personal information of the recipients (as set forth in Section A) and Company Representatives will be used by Business Wire Japan for the following purposes, and will not be used for any other purpose except as otherwise provided in laws and regulations:

- (1) to distribute news content and information for financial disclosure and provide other services; and
- (2) to send useful information for marketing purposes. Link to the Privacy Policy of Business Wire Japan: [(PDF)]

F. Indemnity and Limitation of Liability.

1. Company will indemnify and hold harmless Business Wire Japan and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorized by Business Wire Japan to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses, and expenses (including reasonable legal fees and costs) arising out of or related to (i) any and all claims alleging conduct that would amount to a breach of any of Company's representations and warranties in this Agreement and (ii) Company's breach of any other duties under this Agreement.

2. Company hereby agrees and acknowledges that the service provided by Business Wire Japan based on this Agreement is complimentary, and that Company receives the service at its own risk. Business Wire Japan shall not be liable to Company for any damages including but not limited to actual, direct indirect, incidental, consequential, special or exemplary damages (even if Business Wire Japan has been advised of the possibility of such damages), arising from or related in any way to any provision of this Agreement (including such damages incurred by third parties), including but not limited to loss of revenue or anticipated profits or lost business.

G. Force Majeure.

If Business Wire Japan is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and without our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire Japan shall not be liable for any resulting failure to provide services hereunder.

# For Business Wire Europe Ltd – England – These Terms Apply

## Business Wire Europe Limited (London) Membership Terms and Conditions Effective as of August 8, 2019

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE, REGISTERING TO BECOME A MEMBER AND USING THE SERVICES**

Welcome to [www.businesswire.com](http://www.businesswire.com). This Website is owned and operated by Business Wire, Inc. These Terms (as defined below) are important so please read them carefully.

Part 1 will always apply when You use this Website.

Part 2 will apply where You register to be a Member and wish to order Services.

If You do not agree to these Terms please do not use this Website, register to become a Member and/or order Services.

Business Wire reserves the right to change these Terms at any time and You should print a copy of these Terms for Your records. You should check back regularly to see if they have changed as they will be effective from the next time that You access this Website or the Services and Your continued use of this Website and the Services shall indicate Your acceptance of any change. Business Wire will make every effort to communicate these changes to You by notification on this Website or by email.

### **PART 1: GENERAL**

#### **1 DEFINITIONS AND INTERPRETATION**

1.1 In these Terms the following words and expressions have the following meanings:

<b>"Account"</b>	the account You set up when You register on the Website.
<b>"Applicable Law"</b>	all national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time.

<b>"Business Wire"</b>	Business Wire Europe Limited incorporated and registered in England and Wales with company number 4171920 whose registered office is at c/o Business Control Limited, Red Lion Yard, Odd Down, Bath, Somerset BA2 2PP, United Kingdom.
<b>"Change of Control"</b>	that a person who had Controlled any person ceases to do so, or another person acquires Control of such a person, unless such Change of Control happens for the purpose of a solvent voluntary reconstruction or amalgamation.
<b>"Charges"</b>	the charges calculated in accordance with Business Wire's price list at the date of performance.
<b>"Confidential Information"</b>	includes all information exchanged between the parties to these Terms, whether in writing, electronically or orally, including information about business, customers, finances, revenue and technical information. Confidential Information does not include Your Content.
<b>"Content"</b>	any text, images, graphics, sounds, videos, films, logos, information or other materials.
<b>"Contract"</b>	any contract between Business Wire and You for the provision of Services, incorporating these Terms.
<b>"Control"</b>	that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through ownership or share capital, possession of voting power, ability to appoint directors, contract or otherwise) and <b>"Controls"</b> and <b>"Controlled"</b> shall be interpreted accordingly
<b>"Force Majeure Event"</b>	any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under these Terms including act of God, fire, flood, lightning, compliance with any law or governmental order, rule or regulations, war, revolution, act of terrorism, riot or civil commotion, strikes, lockouts or industrial action, failure of the internet, power, equipment

or other services, failure of sub-contractors and/or suppliers.

**"Inappropriate Content"** any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or could otherwise reasonably be considered as inappropriate.

**"IPR"** any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**"Member"** where You register for Membership in accordance with Part 2 of these Terms.

**"Membership"** membership of Business Wire's global press release distribution service and other related services.

**"Membership Term"** has the meaning given to that term in Clause 2.2 of Part 2 of these Terms.

**"Order"** means an order from You to Business Wire for the supply of Services using the order form available on the Website and accessible via Your Account.

**"Request for Membership"** has the meaning given to that term in Clause 1.2(a) of Part 2 of these Terms.

**"Services"** the services made available to You through the Website as part of Your Membership via Your Account (as more particularly described on the services section of the Website).

**"Terms"** these terms and conditions.

**"Website"** the internet site at the domain [www.businesswire.com](http://www.businesswire.com) and all its subdomains.

**"You", "Your" or "Yourself"** (a) an individual acting in a commercial capacity who accepts these Terms; or (b) the company or trading entity on behalf of which an individual accepts these Terms.

## 1.2 Drafting Conventions

- (a) The headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) which are in force as at the date of these Terms.

## 2 PURPOSE OF THE WEBSITE

- 2.1 The Website is limited to submission of news releases for distribution via Business Wire Connect, retrieving RSS feeds, and the reading of releases, marketing and other materials.
- 2.2 Business Wire operates the Website as it sees fit and in its sole discretion. Business Wire shall have total control over the Website's appearance, structure, Content, functionality and user interface and over the placing of Content within the Website.
- 2.3 Business Wire may change, modify, amend, add to or remove from the Website from time to time at its discretion without notice to You provided that the Website shall always be capable of meeting its purpose described in Clause 2.1 of Part 1 of these Terms.

## 3 YOUR OBLIGATIONS AND WARRANTY

- 3.1 You warrant that You have the necessary authority to bind Your company or trading entity.
- 3.2 Access Conditions

- (a) As a condition of these Terms, when accessing and using the Website, Your Account and the Services (if applicable), You must not:
- (i) attempt to undermine the security or integrity of the Website, Business Wire's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks. Business Wire will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing Your identity to them;
  - (ii) use, or misuse, the Website or the Services (if applicable) in any way which may impair the functionality of the Website or the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Website or the Services;
  - (iii) attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Website and the Services are hosted;
  - (iv) transmit, or input into the Website or the Services, any files or data that may damage any other person's computing devices or software, any Inappropriate Content, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);
  - (v) create links to the Website unless Business Wire gives You prior written consent;
  - (vi) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
  - (vii) impersonate any other person while using the Website;
  - (viii) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using the Website; or
  - (ix) use the Website for any unlawful purpose.
- (b) You acknowledge that You are authorised to use the Services and the Website and to



access, provide and disclose the information and data that You input into the Service.

#### **4 PERSONAL DATA**

4.1 From time to time, Business Wire collects stores and uses personal information collected from visitors to the Website. All processing of personal information is done in accordance with current UK data protection legislation. Please read Business Wire's **Privacy Policy** (<https://www.businesswire.com/portal/site/home/privacy/>) for details of Business Wire's collection and use of personal data and Your access and correction rights to any data held about You.

#### **5 DISCLAIMER**

5.1 The provision of, access to, and use of, the Website is on an "as is" basis.

5.2 It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.

5.3 You are responsible for Your use of the Website and the Services and for ensuring that such use is compliant with Applicable Law.

5.4 Business Wire does not warrant or represent that any particular results or outcomes will be achieved through use of the Services.

5.5 Business Wire will use reasonable endeavours to make the Website and Services available at all times but does not warrant or guarantee that the Website or Service will always be available or that they will be uninterrupted or error free.

5.6 If You have any technical problems with the Website, You must make all reasonable efforts to investigate and diagnose problems before contacting Business Wire. If You still need technical help, please check the support provided online by Business Wire on the Website or failing that email [websupport@businesswire.com](mailto:websupport@businesswire.com).

5.7 Business Wire uses industry standard security processes and procedures to protect the Website against viruses, worms, Trojan horses, malware and other disabling devices but Business Wire cannot guarantee that the Website will be free from the same or totally secure.

5.8 Business Wire shall have no liability for any errors, omissions, inaccuracies or misleading statements or representations in any Content or instructions provided to Business Wire in connection with the Services, or any actions taken by Business Wire at Your direction.

- 5.9 Except as set out in these Terms, Business Wire gives no warranty about the Website or the Services. Without limiting the foregoing, Business Wire does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose.
- 5.10 Business Wire accepts no responsibility nor liability whatsoever, for any claims, costs, losses, expenses or damages howsoever arising whether direct, indirect or consequential in respect of any omissions or consequences of actions taken by You based on any information, opinions or advice contained within the Website.
- 5.11 All implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of satisfactory quality, fitness for purpose and title.

## **6 HYPERTEXT AND COOKIES**

- 6.1 Where the Website is linked to any website operated by any third party, Business Wire accepts no responsibility or liability arising in respect of any content, information or transaction on or carried out on such third party website. The presence of a link on the Website shall not be deemed to be a recommendation or endorsement of such third party website by Business Wire. Your dealings with third party websites are solely between You and the applicable third party and You should read their terms and conditions and policies before using them.
- 6.2 You may create Your own reference to this Website, provided that Your reference is in a text- only format. You may not use any link to this Website as a method of creating an unauthorised association between an organisation, business, person, event, goods or services and Business Wire (including, for the avoidance of doubt [www.businesswire.com](http://www.businesswire.com)), and agree that no such link shall portray Business Wire or any Business Wire company (or any of their activities, products or services) in a false, misleading, derogatory or otherwise objectionable manner. Business Wire reserves the right to withdraw permission to use links to the Website at any time.
- 6.3 [www.businesswire.com](http://www.businesswire.com) uses cookies. Please read Business Wire's Cookie Policy (<https://services.businesswire.com/documents/20922/5905992/BW+Cookie+Policy+02202018.pdf/5ecb5925-174d-46f7-9163-d03c27ff5c08>) and Privacy Policy (<https://www.businesswire.com/portal/site/home/privacy/>) for further details.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All IPR contained in and pertaining to the Website, the Services and any documentation relating to the Services, including any trademarks and business names used on the Website, copyright in any Content (including any Content produced by Business Wire during the course of providing the

Services to You) and rights in any data contained on the Website are owned by or licensed to Business Wire. You are not given any right to use any IPR contained in or pertaining to the Website otherwise than as expressly permitted in these Terms or by law. Any transfer, sale, distribution, reproduction, copying or modification of any material contained on the Website (in whole or in part) is strictly prohibited other than with the prior written consent of Business Wire.

- 7.2 Except as expressly in these Terms, no rights to, or in, any IPR in respect of the Website, the Services, Content or any documentation is granted to You.
- 7.3 You agree that Business Wire is free to use any comments, information or ideas contained in any communication You may send to Business Wire without compensation, acknowledgement or payment to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Website, products or services.
- 7.4 You grant Business Wire a royalty-free, limited, revocable licence to display and use to, Your logo, trademark, business name or any other IPR in any Content which You provide to Business Wire on the Website and to provide the Services to You.
- 7.5 You warrant that any Content provided by You to Business Wire does not infringe the IPR or other rights of any third party and You are responsible for ensuring that any Content that You provide within the Website or as part of Your Membership or in relation to the provision of the Services is accurate, complete, truthful and compliant with all Applicable Laws.

## **8 INFRINGEMENT AND INDEMNITY**

- 8.1 Business Wire reserves the right to remove any Content You upload or post onto the Website if, in its opinion, such material infringes or is likely to infringe the IPR of any third party.
- 8.2 Business Wire will not be responsible or liable to You for the Content or accuracy of any material uploaded or posted by any other user of this Website.
- 8.3 You agree to indemnify Business Wire (who shall have no duty to mitigate its loss) in full and on demand and keep it so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by Business Wire and whether wholly or in part resulting directly or indirectly from any claim that the Content of any material uploaded or posted onto this Website infringes the IPR of any third party.

8.4 If You believe that the Content of any material uploaded or posted onto this Website infringes Your IPR, please notify Business Wire at [legal.administration@businesswire.com](mailto:legal.administration@businesswire.com)

## **9 LIABILITY**

9.1 This Clause 9 sets out the entire liability of Business Wire under or in connection with these Terms including any liability for the acts or omissions of its employees, agents and sub- contractors and in respect of:

- (a) any breach of these Terms;
- (b) any use made by the You of the Services and Website; and
- (c) any representation, statement or tortious act or omission (including negligence).

9.2 Nothing in these Terms excludes either party's liability for:

- (a) death or personal injury caused by their negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legally excluded or limited.

9.3 Subject to Clause 9.2 Business Wire is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms or any Services provided to You for any business losses that You may incur, including but not limited to, loss of data, loss of profits, loss of goodwill, pure economic loss, corruption of data or information or business interruption, in each case whether direct or indirect.

9.4 Business Wire shall not be liable for any losses or damage that anyone (including any consumers) may suffer as a result of relying on Content provided by You.

9.5 Neither party will be liable for any indirect, special or consequential loss or damage arising out of or in connection with these Terms, howsoever arising.

## **10 BARRING FROM THE WEBSITE**

Business Wire reserves the right to bar You from the Website and/or restrict or disable Your access or use of any or all elements of the Website, on a permanent or temporary basis at Business

Wire's sole discretion.

## **11 GENERAL**

11.1 Language: These Terms and all communications between You and Business Wire will be in English.

11.2 Rights and Remedies: Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

11.3 Conflict: If there is an inconsistency between any of the provisions in these Terms and any relevant section of the Website, the provisions in these Terms shall prevail.

11.4 Entire Agreement: These Terms, and any documents or sections of the Website referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

11.5 Waiver and Variation: If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

11.6 Events Beyond Our Reasonable Control: Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to a Force Majeure Event.

11.7 No Assignment: You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.

11.8 Rights of Third Parties: No person who is not a party to these Terms shall have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any rights granted or benefits enjoyed under these Terms.

11.9 Severability: If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 11.10 Notices: Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Business Wire must be sent to Business Wire Europe Limited c/o Business Control Limited, Red Lion Yard, Odd Down, Bath, Somerset BA2 2PP, United Kingdom (with a copy to Business Wire, Inc, 101 California Street, 20<sup>th</sup> Floor, San Francisco, CA 94111, United States (FAO the General Counsel)) or to any other email address notified by email by Business Wire. Notices to You will be sent to the email address provided when registering Your Account and if You do not have an Account, then You will need to provide Business Wire with an email address for communication.
- 11.11 No Partnership: Nothing in these Terms is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other.
- 11.12 Governing Law and Jurisdiction: These Terms and any issues, disputes or claims arising out of or in connection with them or their subject matter or formation (whether contractual or non-contractual in nature such as claims in tort from breach of statute, regulation or otherwise) shall be governed by and construed in accordance with the laws of England and Wales. All disputes or claims arising out of or relating to these Terms or their subject matter or formation shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

## **PART 2: MEMBERSHIP AND SERVICES**

### **1 MEMBERSHIP AND CREATION OF AN ACCOUNT**

- 1.1 This Part 2 applies where You are a Member.
- 1.2 To become a Member, You must:
- (a) complete the registration form on the Website ("**Request for Membership**"); and
  - (b) agree to and accept:
    - (i) these Terms; [and
    - (ii) the Privacy Policy.]
- 1.3 Upon receipt of the Request for Membership, Business Wire shall undertake its own due diligence to ensure Your suitability to become a Member. Where Business Wire approves Your Request for

Membership, Business Wire shall issue You with written confirmation (which may be by email) to the contact details provided in Your Request for Membership.

- 1.4 Business Wire (in its sole discretion) reserves the right to reject any Request for Membership if it deems You to be unsuitable for Membership.
- 1.5 You must register an Account with Business Wire to use the Services.
- 1.6 You may make copies of Your information contained in Your Account in any format and in doing so, You may make copies of reasonable portions of the Website and the Content of the Website and Your Account.
- 1.7 When You create Your Account on this Website, You will be required to create a username and password. You must ensure that Your username and password are kept secure and confidential. You must immediately notify Business Wire of any unauthorised use of Your password or any other breach of security. You are responsible for any activity on Your Account. It is Your sole responsibility to monitor and control access to and use of Your Account and password. You must take all other actions that Business Wire reasonably deems necessary to maintain or enhance the security of Business Wire's computing systems and networks.
- 1.8 You acknowledge and agree that Business Wire may suspend Your Membership and access to Your Account in the event Your Account has been inactive for a period of six (6) months. In such circumstances, You will need to contact your local Business Wire office or account representative to reactivate Your Membership and Your Account. Business Wire may repeat the due diligence undertaken pursuant to Clause 1.3 above and shall be under no obligation to reactivate Your Membership and Your Account.

## **2 DURATION OF MEMBERSHIP**

- 2.1 These Terms shall come into force on the date of Business Wire's written confirmation (sent pursuant to Clause 1.3 of this Part 2) and shall (subject to the provisions for earlier termination in this Part 2 or by operation of law) last for an initial period of 12 months (the "**Initial Membership Term**"). Thereafter, these Terms shall automatically renew for successive 12 month periods (each a "**Renewal Period**") provided:
  - (a) all payments which are due and payable for Services provided have been received by Business Wire; and
  - (b) neither party gives the other party written notice prior to the end of the then current 12

month period to terminate the Membership,

in which case these Terms and Your Membership shall terminate without payment of any compensation or damage due to such termination.

- 2.2 In these Terms, "**Membership Term**" means the Initial Membership Term, together with any Renewal Period, as applicable.

### **3 BUSINESS WIRE CONNECT**

- 3.1 During the Membership Term, You may order and Business Wire shall supply the Services set out in each Contract.

- 3.2 You shall submit all requests for press release distribution and all related materials through Business Wire's online ordering portal, "Business Wire Connect". More information regarding Business Wire's security can be found at

<https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>

t. You acknowledge that Business Wire does not guarantee the security of communications or data.

### **4 PROVISION OF SERVICES**

- 4.1 Subject to payment of the Charges, Business Wire shall provide the Services to You in accordance with these Terms.

- 4.2 Business Wire shall provide the Services with reasonable care and skill and in accordance with applicable law.

- 4.3 Business Wire shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- 4.4 Business Wire grants You the right to access and use the Services via the Website. This right is non-exclusive, non-transferable, limited by and subject to these Terms.

### **5 YOUR OBLIGATIONS**

- 5.1 Your Content

(a)



- (i) ensure that all Content is up-to-date, accurate, complete and not misleading; and
  - (ii) provide any other information reasonably required by Business Wire to provide the Services.
- (b) You grant to Business Wire the right to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any Content which You provide to Business Wire, as part of the Services and Business Wire's other products and services (and the promotion of same).
- (c) You warrant and represent that:
  - (i) the Content You provide within the Website and/or to Business Wire for the purposes of providing the Services:
    - (A) is original, accurate, complete and truthful;
    - (B) complies with all Applicable Laws;
    - (C) does not infringe any IPR or other rights of any third party; and
    - (D) does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs;
  - (ii) in providing and fulfilling the Services (in particular in arranging the distribution and publishing of Your Content) You and the Content will comply with all Applicable Laws and will not create any liabilities for Business Wire to any third parties (including any regulatory authority);
  - (iii) You own or are an authorised licensee in the Content You provide within the Website and/or to Business Wire for the purposes of providing the Services;
  - (iv) all recipients included on any distribution list You provide to Business Wire have expressly consented to receive advertising and/or promotional email messages from You.
- (d) Business Wire reserves the right to refuse any Content from You which it deems (in its absolute discretion) inappropriate or not properly sourced.

## 5.2 General Obligations

You shall in a timely and efficient manner:

- (a) follow all reasonable instructions of Business Wire from time to time and provide all necessary co-operation to Business Wire in connection with the Services;
- (b) provide Business Wire with all reasonable and necessary access to such information as may be required by Business Wire in order to provide the Services;
- (c) obtain and maintain all necessary licences, consents, and permissions necessary for Business Wire, its contractors and agents to perform their obligations under these Terms, including in particular to ensure that You have the consent of any individual whose information is entered into or processed by the Services to use such information in connection with the Services and for Business Wire, its contractors and agents to process such information; and
- (d) be solely responsible for procuring and maintaining its network connections or telecommunications links for accessing the Website and Services.

### 5.3 Indemnity

You shall indemnify, defend and hold harmless Business Wire, the members of its group and their respective directors, officers and employees in full and on demand (with no duty to mitigate their loss), from and against any and all liabilities, claims, demands, damages, losses or expenses (including reasonable legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from Your breach of any of these Terms or any losses suffered by Business Wire as a result of Your use of the Services, including any costs relating to the recovery of any fees that are due but have not been paid by You whether or not such losses or the consequences of the breach or Your use of the Services were foreseeable at the date of the Contract.

## 6 CHARGES AND PAYMENT

- 6.1 Unless otherwise agreed by Business Wire, You will pay the Charges to Business Wire by credit or debit card, in relation to the Services provided under the first Contract.
- 6.2 Business Wire shall issue invoices to You in respect of the Services provided under the second and each subsequent Contract. Business Wire may issue an invoice for the Charges on or at any time after performance.
- 6.3 You shall pay all invoices in full and cleared funds without any deduction, withholding or set off within 30 days of the date of the invoice.
- 6.4 All sums payable under each Contract are exclusive of VAT or any other applicable tax or duty which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.

## **7 LIABILITY**

Subject to paragraphs 9.2 to 9.5 of Part 1 of these Terms, the total liability of Business Wire in any 12 month period arising out of, or in connection with Part 2 of these Terms whether for negligence or breach of contract or howsoever arising shall in no event exceed the total Charges paid by You during the 12 month period immediately preceding the event giving rise to the claim.

## **8 TERMINATION**

8.1 You may cancel Your Membership by contacting [legal.administration@businesswire.com](mailto:legal.administration@businesswire.com).

8.2 Business Wire may cancel Your Membership at any time on giving written notice.

8.3 Either party may terminate Your Membership immediately on giving written notice where the other party:

- (a) commits a material breach of any of its obligations under these Terms which is incapable of remedy;
- (b) commits a material breach of any of its obligations under these Terms which is capable of remedy (including by non-payment of any fees) and fails to remedy the breach or persists in such breach after 30 days of having been required in writing to remedy or desist;
- (c) becomes insolvent or goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with creditors, or becomes subject to any similar insolvency event in any jurisdiction.

8.4 Business Wire may terminate Your Membership and/or any Contract immediately on giving written notice to You in the event You undergo a Change of Control.

8.5 Either party may terminate a Contract immediately on giving written notice where the other party:

- (a) commits a material breach of any of its obligations under these Terms which is incapable of remedy;
- (b) commits a material breach of any of its obligations under these Terms which is capable of remedy (including by non-payment of any fees) and fails to remedy the breach or persists in such breach after 30 days of having been required in writing to remedy or desist;
- (c) becomes insolvent or goes into liquidation or has a receiver or manager appointed of any

of its assets or becomes insolvent, or makes any arrangement with creditors, or becomes subject to any similar insolvency event in any jurisdiction.

8.6 Termination of Your Membership will terminate all then current Contracts. Termination of an individual Contract shall not affect Your Membership or any other Contract.

8.7 Where Business Wire has a right to terminate Your Membership, Business Wire may instead suspend Your use of Your Account, the Services or Website for any definite or indefinite period of time.

## **9 CONSEQUENCES OF TERMINATION**

9.1 Termination of these Terms, Your Membership and each Contract is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination.

9.2 On termination of Your Membership:

- (a) You will immediately cease to be a Member;
- (b) Business Wire will suspend Your access to Your Account and Services and will remove Your Content from the Website (where applicable); and
- (c) both parties will destroy any Confidential Information of the other and all copies of it.

9.3 Clauses 5 (Disclaimer), 7 (Intellectual Property Rights), 9 (Liability) and 11 (General) of Part 1 of these Terms and Clauses 6 (Charges and Payment), 7 (Liability), 9 (Consequences of Termination) and 10 (Confidential Information) of this Part 2 of these Term survive the expiry or termination of Your Membership and each Contract.

## **10 CONFIDENTIALITY**

10.1 Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, use, disclose or make any Confidential Information available to any person, other than as contemplated by these Terms.

10.2 The provisions of Clause 10.1 shall not apply to any information which:

- (a) is or becomes public knowledge other than by a breach of this clause;

- (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- (d) is independently developed without access to the Confidential Information.

# For Business Wire Europe Ltd – Germany – These Terms Apply

## Allgemeine Geschäftsbedingungen für die Business Wire August 8, 2019

### § 1 Geltungsbereich

- (1) Diese Allgemeinen Geschäftsbedingungen gelten für Geschäftsbeziehungen der Business Wire, Inc. (nachfolgend „Business Wire“) mit ihren Kunden.
- (2) Allgemeine Geschäftsbedingungen des Kunden werden, auch wenn diese Aufforderungen zur Abgabe eines Angebotes, Bestellungen, Auftragsbestätigungen, Annahmeerklärungen o.ä. beigefügt sind und diesen nicht widersprochen wird, nicht Vertragsbestandteil.

### § 2 Leistung von Business Wire

- (1) Business Wire erbringt im Rahmen einer Mitgliedschaft gegenüber dem Kunden folgende Leistungen:

- [Kostenfreier Zugriff auf das globale Netzwerk der Business Wire und auf das Online-Kundensystem Connect
- Kostenpflichtige Veröffentlichung und Verbreitung von Pressemeldungen

Nach der ersten Veröffentlichung einer Meldung erhält der Kunde folgende Leistungen:

- Kundenservice für 24 Stunden, 7 Tage die Woche
  - Teilnahme an Business Wire Events & vielen Webinars im Rahmen der jeweiligen Kapazität
  - Zugriff auf das Kundensystem Connect
  - Unterstützung von Account Manager und Client Services
  - Lokaler Newsroom mit erfahrenen Editoren, die die Meldung der Kunden prüfen und den Kunden rund um die Uhr unterstützen
  - Freigabe der Pressemeldung und Embargo-Möglichkeiten
  - Kostenfreies Einfügen eines Firmenlogos des Kunden in jede Pressemeldung sowie eines Hyperlinks, der zu der Website des Kunden führt
  - Multimedia-Bibliothek: Die Bilder und Logos des Kunden werden in dem passwortgeschützten Online-Kundensystem Connect der Business Wire gespeichert
  - Kostenfreies Firmenprofil in jedem Presseversand nach der ersten Veröffentlichung
  - Archivierung Ihrer Pressemeldung auf unseren Nachrichtenportalen [www.BusinessWire.com](http://www.BusinessWire.com).
- (2) Die Mitgliedschaft kann durch Einreichung eines Mitgliedsantrags beantragt werden. Die Bestätigung der Mitgliedschaft steht im alleinigen Ermessen von Business Wire.

- (3) Der Kunde hat alle Anfragen für die Verteilung von Pressemitteilungen und alle hiermit verbundenen Materialien im sicheren online Bestellportal Business Wire Connect einzureichen. Weiter Informationen bezüglich der Sicherheitszusagen der Business Wire kann unter <https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment> gefunden werden.
- (4) Business Wire erbringt ihre Leistung gemäß diesen Vertragsbedingungen. Liefer- und Leistungstermine oder -fristen sind für Business Wire nur dann verbindlich, soweit diese von Business Wire ausdrücklich schriftlich als verbindlich bezeichnet worden sind.
- (5) Soweit die Leistungsbeschreibung unbeabsichtigte Lücken oder Unklarheiten enthält, ist Business Wire berechtigt, den betroffenen Inhalt der Leistungsbeschreibung nach billigem Ermessen anzupassen
- (6) Business Wire ist berechtigt, Dritte als Erfüllungsgehilfen hinzuzuziehen. Soweit der Dritte nicht Mitarbeiter von Business Wire ist, wird Business Wire den Kunden über die Hinzuziehung in Kenntnis setzen.

### **§ 3 Urheber- und Nutzungsrechte**

- (1) Soweit urheberrechtlich bzw. markenrechtlich geschütztes Material und Werke des Kunden an Business Wire im Rahmen dieses Vertrags zur Veröffentlichung einer Pressemitteilung übergeben werden, räumt der Kunde Business Wire hieran unentgeltlich sämtliche nicht ausschließlichen, zeitlich auf die Laufzeit dieses Vertrags zur Veröffentlichung und sachlich auf den Umfang der Pressemitteilung beschränkten Nutzungsrechte ein. Der Kunde überträgt Business Wire das einfache und übertragbare Recht, Pressemitteilungen ohne Einschränkungen, aber ohne inhaltliche Veränderungen, unbefristet und räumlich unbegrenzt, zu nutzen und zu verwerten, insbesondere zu vervielfältigen, zu verbreiten, öffentlich zugänglich zu machen, zu übersetzen, zu archivieren, zu formatieren, zu editieren, zu modifizieren und davon abgeleitete Werke zu erstellen. Business Wire darf Dritten das Recht einräumen, diese Pressemitteilung ebenso wie Business Wire zu nutzen und zu verwerten; einschließlich des Rechts, ihrerseits Dritten einfache Nutzungs- und Verwertungsrechte einzuräumen.
- (2) Der Kunde sichert zu,
  - dass dieser jede Pressemitteilung, die er an Business Wire übermittelt hat, sorgfältig im Hinblick auf die Richtigkeit, Vollständigkeit und Aktualität geprüft hat;
  - dass dieser Urheber oder autorisierter Lizenznehmer der Mitteilung, die er an Business Wire im Rahmen dieses Vertrags zur Veröffentlichung übermittelt hat, ist;
  - dass die Mitteilung keine Urheberrechte, Namensrechte oder anderes geistiges Eigentum Dritter, Eigentumsrechte, Persönlichkeitsrechte oder andere Rechte dritter Personen verletzt;
  - dass die Mitteilung keinen diffamierenden Inhalt, Viren, Skripts, Makros oder Programme, Links zu Skripten, Makros und Programmen enthält und
  - dass die Mitteilung nicht gegen jeweils anwendbare Gesetze und Vorschriften verstößt.

Ferner sichert der Kunde zu, dass sämtliche Empfänger der Mitteilung, die auf einer Empfangsliste stehen, die der Kunde Business Wire übermittelt, ausdrücklich in den Erhalt der Pressemitteilung des Kunden eingewilligt haben.

- (3) Business Wire behält sich das Recht vor, eine Veröffentlichung der Pressemitteilungen in den Fällen zu verweigern, die von Business Wire als unangemessen betrachtet werden oder die keine

ordnungsgemäße Quellenangabe enthalten, sofern eine solche nach Auffassung von Business Wire erforderlich sein sollte. Die Mitgliedschaft kann wegen Verletzungen dieser AGBs beendet werden. Business Wire behält sich ferner das Recht vor, die Produktpreise sowie den Umfang der Leistung nach vorheriger Mitteilung zu ändern.

#### **§ 4 Preise und Zahlungsbedingungen**

- (1) Preise verstehen sich netto und in EURO, zuzüglich der jeweils im Zeitpunkt der Leistungserbringung gültigen gesetzlichen Mehrwertsteuer, ohne Abzüge, soweit nicht anders vereinbart.
- (2) Rechnungen sind [30] Tage nach Rechnungszugang zur Zahlung fällig. Im Zweifel gelten Rechnungen drei Werktage nach Rechnungsdatum als zugegangen.
- (3) Mit Ablauf vorstehender Zahlungsfrist kommt der Kunde in Verzug. Die Preise sind während des Verzugs zum jeweils geltenden gesetzlichen Verzugszinssatz zu verzinsen.

#### **§ 5 Haftung**

- (1) Business Wire haftet unbeschränkt für grob fahrlässig oder vorsätzlich von Business Wire, ihren gesetzlichen Vertretern oder Erfüllungsgehilfen herbeigeführten Schäden. Business Wire haftet ferner unbeschränkt für Schäden aus der schuldhaften Verletzung des Lebens, des Körpers oder der Gesundheit.
- (2) Nur bei Verletzung wesentlicher Vertragspflichten, deren Verletzung den Vertragszweck gefährdet und auf deren Erfüllung der Kunde in besonderem Maße vertrauen durfte, haftet Business Wire auch in Fällen einfacher Fahrlässigkeit. Diese Haftung ist auf den Ersatz der Schäden beschränkt, die bei Vertragsschluss typischerweise vorhersehbar waren.
- (3) Die vorstehenden Haftungsbeschränkungen wirken auch zugunsten der gesetzlichen Vertreter und Mitarbeiter von Business Wire und finden auch im Falle vorvertraglicher oder deliktischer Haftung Anwendung.
- (4) Sämtliche Haftungsansprüche des Kunden gegen Business Wire verjähren – sofern in diesen Allgemeinen Geschäftsbedingungen nicht abweichend geregelt – innerhalb eines Jahres, nachdem der Anspruch entstanden ist und der Kunde von den Anspruch gegen Business Wire begründenden Umständen Kenntnis erlangt hat oder ohne grobe Fahrlässigkeit hätte erlangen müssen. Dies gilt nicht für die in den Absätzen (1) und (2) benannten Ansprüche.

#### **§ 6 Freistellungsvereinbarung**

Der Kunde verpflichtet sich, Business Wire von allen Schäden, Verlusten und Aufwendungen freizustellen, die sich aus einer Nichteinhaltung der Informationspflicht, aus unrichtigen, unvollständigen oder auf andere Weise irreführenden oder sonst rechtswidrigen Inhalten ergeben. Gleiches gilt bei einer Inanspruchnahme von Business Wire durch Dritte aufgrund von Inhalten des Kunden, die über einen Link zugänglich gemacht wurden. In dieser Freistellungsverpflichtung sind die Kosten einer notwendigen Rechtsverteidigung (Gerichts- und Anwaltskosten) enthalten.

#### **§ 7 Höhere Gewalt**

Schwerwiegende Ereignisse, die außerhalb der Kontrolle der Business Wire sind, wie insbesondere Arbeitskämpfe, Handelsstreitigkeiten (einschließlich durch und mit unseren Arbeitnehmern), technisches Versagen, unvermeidbare Erreichbarkeit des Internets, Stromausfälle, Kommunikationsstörungen, Wettereinflüsse, Feuer, Explosionen, Flutungen, Unruhen, kriegerische oder terroristische Auseinandersetzungen, die unvorhersehbare Folgen für die Leistungsdurchführung nach sich ziehen, befreit die Business Wire für die Dauer der Störung und im Umfang ihrer Wirkung von ihren Leistungspflichten, selbst wenn sie sich in Verzug befinden sollte.



Eine automatische Vertragsauflösung ist damit nicht verbunden. Die Parteien sind verpflichtet, sich von einem solchen Hindernis zu benachrichtigen und ihre Verpflichtungen den veränderten Verhältnissen nach Treu und Glauben anzupassen.

## **§ 8 Geheimhaltung und Datenschutz**

- (1) Die Parteien werden alle ihnen im Rahmen der Zusammenarbeit zur Kenntnis gelangenden geheimhaltungsbedürftigen Informationen der anderen Partei geheim halten, d.h. mit der Sorgfalt eines ordentlichen Kaufmanns vor Kenntnisnahme durch Unbefugte schützen. Unbefugt im Sinne dieser Regelung sind nicht die vertragsgemäß eingesetzten Unterauftragnehmer sowie Mitarbeiter der Business Wire. Die Parteien verpflichten sich, nur solche Mitarbeiter oder Dritte in die Zusammenarbeit einzubinden, die sie zuvor in vergleichbarem Umfang zur Geheimhaltung verpflichtet haben.
- (2) Geheimhaltungsbedürftig sind alle Informationen einer Partei – unabhängig von ihrer Form –, die schriftlich als geheimhaltungsbedürftig gekennzeichnet sind oder deren Geheimhaltungsbedürftigkeit sich eindeutig aus ihrer Natur ergibt, insbesondere Betriebs- und Geschäftsgeheimnisse.
- (3) Nicht geheimhaltungsbedürftig sind Informationen, von denen die empfangene Partei nachweisen kann, dass sie entweder (i) allgemein zugänglich sind oder waren, (ii) ohne Verpflichtung zur Geheimhaltung bereits im Besitz der Partei waren, (iii) unabhängig und ohne Verwendung geheimhaltungsbedürftiger Informationen von einer anderen Partei entwickelt wurden oder (iv) die Informationen rechtmäßig von einem Dritten erworben hat, der nicht zur Geheimhaltung verpflichtet war.
- (4) Business Wire wird für die Arbeit mit personenbezogenen Daten gemäß den Bestimmungen des Bundesdatenschutzgesetzes nur Personen einsetzen, die auf das Datengeheimnis verpflichtet worden sind (§ 5 BDSG).
- (5) Die Geheimhaltungspflichten bestehen über das Ende dieses Vertrages fort.

## **§ 9 Laufzeit und Kündigung der Mitgliedschaft**

- (1) Die Laufzeit der Mitgliedschaft beträgt ein (1) Jahr ab dem Zeitpunkt der Bestätigung der Mitgliedschaft.
- (2) Die Mitgliedschaft verlängert sich automatisch für den Zeitraum von einem (1) Jahr, sofern der Kunde die Dienste der Business Wire in Anspruch nimmt.
- (3) Die Mitgliedschaft kann von beiden Parteien ohne Angabe von Gründen gekündigt werden.

## **§ 10 Allgemeine Bestimmungen**

- (1) Diese AGBs sowie etwaige Änderungen der AGB haben Gültigkeit für die gesamte Dauer der Mitgliedschaft.
- (2) Ergänzungen, Änderungen oder Nebenabreden zu diesen Allgemeinen Geschäftsbedingungen oder anderen Vertragsbestandteilen bedürfen zu ihrer Wirksamkeit der Schriftform. Dies gilt auch für die Aufhebung dieses Schriftformerfordernisses.
- (3) Sollten einzelne Bestimmungen dieser Allgemeinen Geschäftsbedingungen oder anderer Vertragsbestandteile unwirksam oder nichtig sein, so sind die-se durch zwischen den Parteien zu vereinbarende Bestimmungen des Inhalts zu ersetzen, der dem mit den unwirksamen oder

nichtigen Bestimmungen Beabsichtigten am nächsten kommt. Gleiches gilt, falls die Vereinbarungen unbeabsichtigte Lücken aufweisen.

- (4) Business Wire darf die Firma und Marke des Kunden als Referenz verwenden.
- (5) Die Verwendung des Namens Business Wire durch den Kunden in der Öffentlichkeit in Verbindung mit einem von Business Wire durchgeführten Projekt bedarf der Einwilligung von Business Wire.
- (6) Die Abtretung von Rechten oder Pflichten des Kunden aus dem Vertrag – insbesondere Abtretungen und Verpfändungen – an Dritte ist ohne vorherige, schriftliche Zustimmung von Business Wire ausgeschlossen.
- (7) Das Rechtsverhältnis zwischen den Parteien unterliegt ausschließlich deutschem Recht unter Ausschluss des UN-Kaufrechts.
- (8) Ausschließlicher Gerichtsstand ist ein sachlich zuständiges Gericht in der Bundesrepublik Deutschland.

## **General terms and conditions for Business Wire**

### **§ 1 Scope of application**

1. These general Terms and Conditions (“Terms and Conditions”) applies to business relations between Business Wire, Inc. (“Business Wire”) and its clients.
2. The clients’ general terms and conditions shall not form an element of the contract, not even if they are attached to solicitations of offers, orders, order confirmations, notices of acceptance or the like and if they are not objected to.

### **§ 2 [Service performed by Business Wire]**

1. Business Wire provides the clients with the following services based on a membership:

- Free access to the global Business Wire network and to the online client system Connect
- Fee-based publication and dissemination of press releases

Upon first publication of a press release, the clients are provided with the following services:

- Client service on a 24/7 basis
- Participation in Business Wire events & many webinars based on capacity
- Access to the client system Connect
- Support by account manager and client services
- Local newsroom with experienced editors, who review the clients’ releases and provide support day and night
- Approval of press releases and possibility of imposing an embargo
- Free insertion of the client’s company logo in each press release as well as of a hyperlink to the client’s website
- Multimedia library: The client’s images and logos are stored in Business Wire’s password-protected online client system Connect.
- Free company profile in each press release after the first publication
- Archiving your press release in our news portals [www.BusinessWire.com](http://www.BusinessWire.com).

You can apply for a membership by submitting a membership application. Business Wire confirms your membership at its own discretion.

The client shall submit all requests for distribution of the press releases and all related material via the secure online order portal Business Wire Connect. Further information on Business Wire's commitment to security can be found on <https://services.businesswire.com/documents/20922/5713378/Security+Baseline+Commitment>.

Business Wire shall perform its services under these terms of contract. Dates or terms of delivery and performance shall only be binding for Business Wire where these have been explicitly denominated as binding by Business Wire in writing.

1. Where the specification of services includes unintended omissions or ambiguities, Business Wire shall be entitled to adjust the relevant contents at its reasonable discretion. Business Wire shall be entitled to bring in third parties to act as vicarious agents. Where such third parties are no Business Wire employees, Business Wire shall inform the client of bringing them in.

### **§ 3 Copyrights and rights of use**

1. Where material and works from the client that are protected by copyright or registered as a trade- mark are submitted for the publication of a press release under this contract, the client shall grant Business Wire free of charge any non-exclusive rights of use, limited to the term of this contract for publication and limited to the scope of the press release, in particular to reproduce, circulate, make publicly available, translate, archive, format, edit and modify the press releases. Business Wire may grant third parties the right to use and exploit these press releases for the purposes of the performance of this contract in the same manner as Business Wire may do.
2. The client shall assure
  - that it has diligently checked each press release submitted to Business Wire for being complete, correct and up to date;
  - that it is the author or authorized licensee of the release submitted to Business Wire for publication under this contract;
  - that the release does not infringe upon any copyrights, rights to the use of a name or other IP rights of third parties, property rights, personal rights or other rights of third persons;
  - that the release does not contain any defamatory contents, viruses, scripts, macros or pro- grams, links to scripts, macros or programs; and
  - that the release does not infringe upon any applicable laws and regulations.

Furthermore, the client shall assure that all recipients of releases that are included in any recipient list submitted to Business Wire have explicitly agreed to receive the client's press releases.

2. Business Wire shall reserve the right to refuse publishing the press releases in cases where Business Wire considers these to be inappropriate or where they do not include proper references as considered necessary by Business Wire. The

membership may be terminated on the grounds of an infringement of these Terms and Conditions. Business Wire shall further reserve the right to change the prices of the products and the scope of the services subject to prior notice.

#### **§ 4 Prices and terms of payment**

1. Prices shall be net and in EUR, plus any statutory VAT applicable at such time as the services are provided, without any discount, unless otherwise agreed.
2. Invoices shall be due for payment [30] days from their receipt. In case of doubt, invoices shall be deemed received three working days from the invoice date.
3. Upon expiry of the aforementioned term of payment the client shall be in default. The prices shall yield interest at the statutory default interest rate applicable.

#### **§ 5 Liability**

1. Business Wire shall be fully liable for damage caused by gross negligence or intent on the part of Business Wire, its legal representatives or vicarious agents. Furthermore, Business Wire shall be fully liable for damage resulting from culpable injury to life, limb or health.
2. Business Wire shall only be liable in cases of simple negligence in the event of a breach of essential contractual obligations whose violation jeopardizes the purpose of the contract and on whose fulfilment the customer was particularly entitled to rely. This liability shall be limited to compensation for damages that were typically foreseeable at the time of conclusion of the contract.
3. The foregoing limitations of liability shall also take effect in favor of Business Wire's legal representatives and employees.
4. All liability claims of the customer against Business Wire shall become statute-barred - unless other- wise regulated in these Terms and Conditions of Business Wire - within one year after the claim arose and the customer became aware of the circumstances substantiating the claim against Business Wire or should have become aware of them without gross negligence. This shall not apply to the claims stated under clauses (1) and (2).

#### **§ 6 Indemnification**

The client shall undertake to indemnify Business Wire against all damages, losses and expenses resulting from any non-compliance with the obligation to provide information, from incorrect, incomplete or in any other way misleading or otherwise unlawful content. The same shall apply to any claims asserted against Business Wire by third parties due to the client's contents made accessible via a link. This indemnification obligation includes the costs of any legal defense becoming necessary (lawyer's and court fees).

#### **§ 7 Force majeure**

Material events beyond Business Wire's control, such as e.g. labor disputes, trade disputes (also through and with our employees), technical failures, inevitability of the internet, power outages, disrupted communications, meteorological effects, fire, explosion, flood, civil unrest, war or terrorist

at- tacks, that entail unforeseeable consequences for the service provision, shall, for the duration of the disruption and to the extent of their effect, relieve Business Wire from its duty to perform, even if it is in default at the time. This shall not result in an automatic termination of contract. The parties shall be obligated to inform each other of such obstacles and to adjust their duties to the changed circum- stances in good faith.

#### **§ 8 Confidentiality and data protection**

1. Neither party shall disclose any of the other party's information that is subject to confidentiality and that it becomes aware of in the context of the cooperation, i.e. it shall protect such information from being disclosed to any unauthorized person with the care of a prudent businessman. Unauthorized person within the meaning of this clause does not mean any of Business Wire's subcontractors or employees assigned under the contract. The parties shall commit to involve only such employees or third parties in their cooperation that they have previously sworn to secrecy to a comparable extent.
2. Any of either party's information - irrespective of its form - that is marked as confidential in writing or that is obviously confidential by nature, in particular trade and business secrets, shall be subject to confidentiality.
3. No information shall be deemed subject to confidentiality if the receiving party can prove that it (i) is or has been generally accessible, (ii) has already been owned by the party without obligation to confidentiality, (iii) has been developed independently by another party without using information that is subject to confidentiality, or (iv) has been lawfully acquired from a third party that is not obligated to maintain confidentiality.
4. In accordance with the provisions of the Federal Data Protection Act (BDSG), Business Wire shall only use persons who have been obliged to maintain data secrecy for the work with personal data (§ 5 BDSG).
5. The obligation to maintain confidentiality shall continue to exist beyond the end of this contract.

#### **§ 9 Term and termination of membership**

1. The term of membership shall be one (1) year from such time as the membership is confirmed.
2. Membership shall be automatically renewed for a period of one (1) year, provided that the client uses the services provided.
3. Either party may terminate the membership without stating any reasons.

#### **§ 10 General provisions**

1. These Terms and Conditions as well as any changes to the Terms and Conditions shall be valid for the entire duration of the membership.
2. Any amendments, supplements or collateral agreements to these Terms and Conditions or other elements of contract shall be made in writing in order to be valid. The same shall apply to any waiver of this written form requirement.
3. The parties shall replace any invalid or null and void provisions under these Terms and Conditions or other elements of contract with such provisions which come as close as possible to those intended by the invalid or null and void provisions. The same shall apply if the agreements have any unintended

omissions.

4. Business Wire may use the client's company name and brand as a reference.
5. The client may only use the name Business Wire in public in connection with a project carried out by Business Wire upon Business Wire's consent.
6. The client's rights and obligations under the contract may not be assigned - especially not assigned and pledged - to third parties without Business Wire's prior written consent.
7. The legal relationship between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods ("CISG").
8. The exclusive place of jurisdiction shall be a court of competent jurisdiction in the Federal Republic of Germany.