

## Presspage Inc. Terms and Conditions

This document sets out the conditions that apply to Customers that wish to use the Service of Presspage Inc. These Terms and Conditions govern any and all use of the Service as specified and defined below. The most recent version of the Terms and Conditions can be found on the Presspage website.

### 1. Definitions

- 1.1. In these Terms and Conditions the terms listed below, written with an initial capital, have the following meaning:

<i>Account:</i>	a personal section that is managed by the Customer and is created when the Customer registers for the Service;
<i>Acceptable Use Policy:</i>	the Acceptable Use Policy of Presspage as published on the Presspage website and as attached to these Terms and Conditions (Appendix 5), forming an integral part of the Agreement, which sets out rules and restrictions governing the use of the Services and Platform by Customers and Users, including provisions related to prohibited conduct, data protection, security, and the use of AI-supported functionality;
<i>Agreement:</i>	the agreement (of which these Terms and Conditions, the attached Data Processing Agreement, the Service Level Agreement (including the Statement of Work - Implementation Services provisions therein), and the Acceptable Use Policy form part) between Presspage and the Customer for access to and use of the Service via an Account;
<i>Article(s):</i>	a webpage containing material that a Customer creates, processes, improves, aggregates, publishes and/or distributes via the Service, including but not limited to video, photographic, visual and/or audio material, as well as texts;
<i>Confidential Information:</i>	all information, in any form, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is identified as confidential or that reasonably should be understood to be confidential, including but not limited to trade secrets, business plans, personal and customer data, financial information, (proprietary) software, and Customer Content.

Presspage Inc. | 2045 W Grand Ave., Ste B | Chicago | IL 60612 | (312) 256 9985 | [www.presspage.com](http://www.presspage.com)

Version  
August 2025

<i>Customer:</i>	a legal entity with whom Presspage has entered into an Agreement to deliver the Services;
<i>Customer Content:</i>	all content, including but not limited to information, videos and photos, personal data, emails and Articles, uploaded by the Customer through the Service, with the exception of the Media Database.
<i>Data Processing Agreement:</i>	the Data Processing agreement ("DPA") between Presspage and Customer which forms an integral part of the Agreement.
<i>IP Rights:</i>	all intellectual property rights and related rights, such as copyrights, trademarks, patent rights, design rights, trade names, database rights and neighbouring rights, as well as rights regarding know how and sui generis intellectual property rights;
<i>Media Database:</i>	a database containing media outlet and journalist (contact) information, accessible within the Account;
<i>Newsroom:</i>	the online environment within the Platform where Articles are created, stored, published, and made accessible to the public;
<i>Platform:</i>	the platform created by Presspage through which the Services are provided;
<i>Presspage:</i>	Presspage, Inc., a Delaware corporation, having offices at 2045 W. Grand Ave., Ste B, Chicago, IL 60612, USA;
<i>Presspage Mail:</i>	the integrated email service offered through and as part of the Service that allows a Customer to create, send, and manage email messages (each message is called an "Email") to individual recipients and or groups of recipients;
<i>Quote for Services:</i>	The quotation offered by Presspage that has been accepted by the Customer.
<i>Service:</i>	the services that Presspage provides to Customers through the Platform, including but not limited to the Newsroom, Presspage Mail and Media Database with which the Customer may upload Customer Content;

<i>Service Level Agreement:</i>	the service level agreement, including the statement of work and implementation services therein, ("SLA") between Presspage and Customer which forms an integral part of the Agreement (Appendix 4);
<i>Terms and Conditions:</i>	these Terms and Conditions which form an integral part of the Agreement;
<i>User:</i>	a third party, -either a natural person or a legal entity, affiliated companies or third party contractors - to whom Customer allows direct access to the Service via Customer's Account.

## **2. Applicability**

- 2.1. These Terms and Conditions apply to and form an integral part of all Agreements between Presspage and the Customer, and govern any and all use of the Service by the Customer and its User(s).
- 2.2. Where the Customer permits direct access to the Service by any User, the Customer shall remain fully responsible and liable for such User's actions and omissions. The Customer shall defend, indemnify, and hold harmless Presspage from and against any and all damages, losses, liabilities, and expenses arising directly or indirectly out of, or in connection with, the use of the Service by any User via the Customer's Account, including, without limitation, unauthorized access, data breaches and data misuse, or violations of applicable law.
- 2.3. The Customer shall ensure that its Users comply with all applicable laws and internal policies while using the Service. The Customer acknowledges that it bears full responsibility for ensuring that Users are adequately informed of their obligations, particularly regarding data privacy and regulatory compliance.

## **3. Registration for the Service and Customer obligations**

- 3.1. In order to use the Service, the Customer must register for an Account in the manner described by Presspage in the registration process and in the Agreement. Customer must provide accurate and complete registration information and keep this information up to date. It is not allowed to: (i) use a false name or an email address owned or controlled by another person; or (ii) use as a username a name subject to any third-party rights, without appropriate authorization.
- 3.2. The Customer shall be responsible for safeguarding the confidentiality of its Account credentials and shall be liable for any activities conducted through the Account, whether or not authorized. The Customer shall promptly notify Presspage of any unauthorized access or suspected breach of security relating to its Account.
- 3.3. Presspage reserves the right to change the login procedure, the password and/or the username if it considers it necessary in any circumstances.
- 3.4. The number of Users is limited to the number of Users agreed in the Quote for Services. The Customer will be retrospectively charged for additional users. This shall not limit any other remedies available to Presspage hereunder.

- 3.5. The Customer shall not perform or commission any form of security testing, including but not limited to vulnerability scanning, penetration testing, or load testing, without Presspage's prior written consent. Any such testing, as well as requests for specific functionalities or custom integrations that could impact the security, stability, or performance of the Service, shall be subject to a separate written agreement with Presspage, including detailed scoping and pricing.
- 3.6. The Customer will always act in accordance with the most current Acceptable Use Policy, as attached to these Terms and Conditions and as stated and from time to time updated on the Presspage website. Customers will be informed of any material change to the Acceptable Use Policy by email.

#### **4. The Service and Presspage's warranty**

- 4.1. The Service delivers the functionalities and complies with the specifications that the parties may agree in the Quote for Services. In absence of any specifications, the Service delivers those functionalities and complies with those specifications that are described on the Presspage website or in any related Service documentation published by Presspage and current on the effective date of the Quote for Services. However, Customer understands and accepts that the Services may change during the term of the Agreement to meet the changing demands of all customers of Presspage, provided, however, that such changes do not result in a material reduction of core functionalities agreed upon in the Quote for Services. The Service changes may include but are not limited to procedural and technical modifications and/or improvements to the Service. Presspage may implement any such changes, without prior written notification.
- 4.2. Unless provided otherwise in the Data Processing Agreement, Presspage shall be entitled to subcontract the provision of Services entirely or in parts, provided that Presspage ensures that any such subcontractor is subject to confidentiality obligations that are as restrictive as those contained in the Agreement.
- 4.3. Presspage warrants that the Service remains compliant with article 4.1 during the term of the Agreement and in accordance with the applicable service levels outlined in the Service Level Agreement (Appendix 4).
- 4.4. If the Customer notifies Presspage of any defect in accordance with the SLA, Presspage shall make commercially reasonable efforts to rectify the defect in due time. The Customer may claim remedies available under the SLA. A notified defect shall be deemed a material breach under Clause 13.3 only if (i) Presspage's rectification efforts have failed at least twice, and (ii) the defect qualifies as "urgent" as defined in the SLA.
- 4.5. Additional remedies under applicable law shall only be available if the defect is due to Presspage's gross negligence or willful misconduct. Any claims for damages shall remain subject to the exclusions and limitations set forth in Clause 12.

#### **5. Newsroom & Article**

- 5.1. The Customer is aware of and accepts that Presspage has no knowledge of the Newsroom and Articles created and made available by the Customer via the Service. Presspage does not inspect and/or edit the Newsroom, Customer Content and Articles and is not required to do so. The Customer is fully responsible and liable for all acts that it performs using the

Service, in particular the creation, processing, provision and distribution of the Newsroom, Customer Content and Articles and their content.

- 5.2. The Customer shall ensure that all Newsrooms and Articles comply with applicable legislation, regulations, and these Terms and Conditions, including but not limited to copyright, intellectual property, and data protection laws. The Customer shall not make any Newsroom and Articles available that conflicts with such requirements.
- 5.3. Presspage reserves the right, but has no obligation, to remove or disable access to any content that violates applicable laws or infringes on third-party rights. If Presspage receives a complaint or becomes aware of such content, Presspage may implement a notice and takedown process to address the issue.
- 5.4. Presspage bears no liability for any damages resulting from harmful content created and published by the Customer, including but not limited to defamatory statements, privacy breaches, or intellectual property infringement. Furthermore, Presspage shall not be liable for any damages incurred by the Customer as a result of Presspage exercising its right to remove or disable access to content in accordance with Clause 5.3.
- 5.5. The Customer acknowledges that Presspage does not guarantee the continued availability of the Newsroom or Articles in the event of account termination or non-payment unless otherwise agreed in writing. It is the responsibility of the Customer to create backups of its content if necessary.
- 5.6. As Presspage functions as a processor under GDPR, the Customer shall ensure that all personal data in the Newsroom and Articles complies with GDPR and other applicable data protection regulations.

## **6. Presspage Mail**

- 6.1. The Customer understands and agrees that Presspage Mail makes use of services provided by Mailgun Technologies, Inc. ("Mailgun"), which acts as a sub-processor. Presspage has no knowledge of the content of Presspage Mail and functions solely as processor within the meaning of the GDPR insofar the Customer transfers any content, including personal data, to Presspage Mail.
- 6.2. Presspage will use reasonable efforts to deliver the email messages, but does neither warrant nor guarantee successful delivery. Factors beyond Presspage's control, such as third-party filtering services or recipient email policies, may prevent successful delivery of messages. Presspage bears no liability for any delays, filtering, or non-delivery of emails due to any such factors.
- 6.3. Presspage uses a default sender domain to enable Customers to send emails. Deviation from and/or changes to the default settings is at Customer's own risk.
- 6.4. The Customer is aware that Presspage Mail is not suitable for sending confidential information and understands that Presspage can neither warrant nor guarantee that confidential information sent using Presspage Mail will remain confidential. The Customer is responsible for encrypting any sensitive data it uses in conjunction with Presspage.

## **7. Media Database**

- 7.1. The Customer understands and agrees that the Media Database makes use of services provided by Agility PR Solutions Limited ("Agility"). Agility and Presspage are equally entitled to the rights and benefits under this article and Agility may enforce the provisions of this

article as if it were a party hereto. Presspage has no knowledge of the content of the Media Database and functions solely as processor within the meaning of the GDPR insofar the Customer transfers content, any personal data and/or information from the Media Database to the Platform (third-party beneficiary). The Customer is responsible for ensuring that its use of the Media Database complies with all applicable data protection laws, especially when processing personal data from journalists and media contacts.

- 7.2. The Customer acknowledges and agrees that the Media Database shall be used solely for the purpose attributed to the Media Database, meaning to allow the Customer to develop and cultivate relationships with media contacts working within targeted industries relevant to the Customer.
- 7.3. The Customer is prohibited from commercializing, including but not limited to selling, renting, trading, leasing, copying, downloading, exporting or storing (access to) the Media Database other than for the express purposes under article 7.2. The Customer is not allowed to provide access to the Media Database to third parties. In case of breach of this provision, Presspage reserves the right to suspend or terminate access to the Media Database and pursue any other available legal remedies.
- 7.4. The Customer is prohibited to distribute, publish, or allow access or linking to the Agility API from any location or source other than the Platform.
- 7.5. Presspage bears no liability for any damages resulting from the use of information in the Media Database, including but not limited to errors, inaccuracies, or outdated information. The Customer acknowledges that the Media Database contains third-party information that may not always be accurate or up-to-date.
- 7.6. Customer represents and warrants that it will comply with all applicable laws and regulations regarding the use, transmission, handling, security and privacy of any Content, including but not limited to laws regarding spam and the General Data Protection Regulation. Customer indemnifies and holds Presspage harmless against any claims of third parties relating to or following from the use of Customer Content.

## **8. Prices and payment**

- 8.1. The prices for the use of the Service are set out in the Quote for Services. Unless expressly stated otherwise, all prices are in Dollars and are exclusive of VAT, transaction fees, and other governmental levies or administrative charges.
- 8.2. The timing and frequency of invoicing shall be as set forth in the Agreement or the Quote for Services. Invoices are payable within thirty (30) calendar days from the invoice date, unless otherwise agreed in writing. The Customer will pay the invoices in accordance with the payment conditions recorded in the invoice. The Customer shall not be entitled to suspend or offset any payment obligations unless the counterclaim has been expressly acknowledged by Presspage or established by final court judgement by a competent court.
- 8.3. Once per year, Presspage may increase the prices for the Services by a fixed percentage of up to six percent (6%) to account for factors such as increased operational costs, improvements to the Service, and general market developments. In exceptional cases where the prevailing annual inflation rate, based on a generally accepted international benchmark for cost of living or consumer prices (e.g., OECD CPI or Eurostat HICP), exceeds three percent (3%), Presspage reserves the right to apply a higher increase to reasonably reflect such inflation. Any such price increases above six percent (6%) shall be subject to prior

written justification and communicated to the Customer at least one (1) months in advance. Such price increases shall not apply to any periods for which the Customer has already made payment. Presspage shall provide the Customer with written notice of any intended price increase at least one (1) months prior to its effective date. No price increase shall apply during the initial term of the Agreement.

- 8.4. If the Customer fails to make payment by the due date, a grace period of fifteen (15) calendar days shall apply, during which no interest will be charged. If payment is not received by the end of this grace period, Presspage shall be entitled to charge late payment interest on the outstanding amount at a rate of 1% per month (30 days) (or the maximum rate permitted by applicable law, if lower), calculated on a daily basis from the original due date until full payment is received. Presspage reserves the right to suspend access to the Service in the event of persistent or material payment default.
- 8.5. It is the sole responsibility of the Customer to inform Presspage in writing of any changes to (i) its billing contact person, (ii) the designated email address for invoice delivery, or (iii) the required purchase order (PO) number to be included on invoices. Such changes must be communicated no later than ten (10) business days after they take effect to [finance@presspage.com](mailto:finance@presspage.com). Presspage shall not be held liable for any non-receipt of invoices, incorrect invoice details, or resulting delays in payment due to the Customer's failure to provide accurate or updated information within this period.

## **9. IP Rights**

- 9.1. Subject to the conditions in these Terms and Conditions, the Customer and/or its licensors will remain the owners of the IP Rights in respect of the Customer Content. The Customer acknowledges and agrees that, by making the Customer Content available through the Service, it automatically grants a free of charge, unencumbered, worldwide, non-exclusive license to use, modify, multiply, distribute and publish the Customer Content, insofar as necessary in order to provide the Service.
- 9.2. The IP Rights regarding Presspage's website, Presspage Mail, the Newsroom, the Service, and the Media Database, including, without limitation, the IP Rights on the texts, pictures, design, photographs, software, audiovisual material and other material are vested in Presspage and/or its licensors.
- 9.3. Subject to the conditions in these Terms and Conditions, Presspage grants the Customer a limited, personal, irrevocable, non-exclusive, non-sublicensable, non-transferable right to use the Service. It is not permitted to remove, render illegible, conceal or change any notifications or statements regarding IP Rights.
- 9.4. The Customer shall defend, indemnify and hold Presspage harmless from and against any damages, losses and costs arising from and/or related to third party claims based on the claim that the Customer Content made available by the Customer using the Service in any manner infringes any third party rights (including but not limited to any IP Rights) and/or is otherwise wrongful. The Customer's liability under this clause shall be limited to direct damages.
- 9.5. Upon termination of the Agreement, Customer Content shall remain available for download through the Account for a period of thirty (30) working days, after which it will be permanently deleted. The terms of this Article shall survive termination for as long as necessary to give full effect to its provisions.



## **10. Confidentiality**

- 10.1. The Receiving Party shall keep all Confidential Information strictly confidential and shall not disclose it to any third party without the prior written consent of the Disclosing Party, except as required to fulfill its obligations under this Agreement or unless it is obliged to do so by legal requirement or court order. In such cases, the Receiving Party shall inform the Disclosing Party of the legal requirement or court order, unless laws or regulations prohibit such notice. The Receiving Party shall use Confidential Information solely for the purposes for which it was provided.
- 10.2. The Receiving Party shall take all reasonable measures to safeguard the confidentiality of the Confidential Information, including safeguarding personal data in accordance with GDPR requirements. This includes ensuring that any subcontractors or third parties involved are bound by equivalent confidentiality obligations.
- 10.3. Upon termination of the Agreement, and upon request of the Disclosing Party, the Receiving Party shall promptly return or securely destroy all Confidential Information, including all copies, except where retention is required by law or permitted under this Agreement.
- 10.4. The Receiving Party shall be liable for any damages arising from a breach of its confidentiality obligations, and the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies to protect its Confidential Information.

## **11. Privacy**

- 11.1. In the context of the use of the Service, the Customer will provide Presspage personal data. Presspage shall process personal data in accordance with its privacy statement ([presspage.com/privacy-statement](https://presspage.com/privacy-statement)) and its Data Processing Agreement, which forms an integral part of these Terms and Conditions. Both the Customer and Presspage shall comply with all applicable privacy and data protection laws.
- 11.2. The Customer is responsible for ensuring that any personal data it provides to Presspage, including data collected via the Service, is collected, shared or in any other way processed in compliance with applicable privacy laws. The Customer shall provide adequate privacy notices to individuals whose data is processed and shall obtain any necessary consents.
- 11.3. The Customer realizes and acknowledges that the usernames that it stated during the registration procedure or other identifiers chosen by the Customer could appear in the Newsroom and/or Articles published and that any personal data contained in the usernames and identifiers can therefore be made public.

## **12. Limited Liability**

- 12.1. Presspage shall be liable to the Customer only in the event of Presspage's fault, in cases of bodily injury, death, or damage to tangible property, or under any express guarantee explicitly granted by Presspage in the Quote for Services.
- 12.2. Presspage's liability shall be unlimited in cases of willful misconduct or gross negligence.
- 12.3. In cases of ordinary (i.e., slight) negligence, Presspage's liability shall be excluded unless the damage results from a breach of essential contractual obligations (i.e., those obligations whose fulfillment is essential for the proper performance of the Agreement and upon which the Customer may reasonably rely). In such cases, liability shall be limited to the amount of



typical, foreseeable damages as of the date of execution of the applicable Quote for Services.

12.4. Presspage shall not be liable for:

- Loss of profits or revenue;
- Business interruption;
- Loss of business opportunities;
- Consequential or special damages;
- Punitive damages; and
- Damages that were not reasonably foreseeable at the time of contract execution.

12.5. For damages not covered by Clauses 12.1 or 12.2, the maximum aggregate liability of Presspage under this Agreement shall be limited to fifty percent (50%) of the total fees paid by the Customer to Presspage in the twelve (12) months preceding the event giving rise to the claim. This cap shall apply per damaging event and per contractual year. The Parties may agree to a higher cap in writing and subject to additional fees.

12.6. Liability for loss of Customer Content or any other data shall be limited to the commercially reasonable efforts required to restore such data, provided the Customer has made regular backups appropriate to the criticality of the data.

12.7. The limitations and exclusions of liability set out in this Article 12 shall apply to all claims for damages, regardless of the legal basis, including breach of contract, tort (including negligence), strict liability, or otherwise, and also apply to any reimbursement or compensation claims of Customer against Presspage.

12.8. Nothing in this Article shall limit or exclude any liability that cannot be limited or excluded under applicable law, including, but not limited to, liability under the U.S. federal or state law for consumer protection, privacy, or other regulatory obligations, where such limitations are prohibited.

### 13. Term and termination

13.1. The Agreement regarding the use of the Service is concluded for a period of twelve (12) months, unless the parties have otherwise agreed in writing in the Quote of Services. After the initial term, the Agreement will each time automatically be extended by a period of one year, unless one of the parties terminates the Agreement in writing while observing a notice period of at least one month before the end of the initial or extended term. Non-renewal shall not constitute a breach of contract.

13.2. In the event the Customer purchases additional Services during the term of the Agreement, such Services shall be provided for the remainder of the then-current term and shall renew in accordance with Clause 13.1, unless otherwise agreed in writing.

13.3. Apart from Customer's termination right as per article 15.4, either Party is entitled to terminate this Agreement by written notice to the other Party only for reasons of material breach of this Agreement by the other Party. A material breach deems to exist specifically in the following events:

- as specified by article 4.4;
- the other Party fails to cure any non-performance or any breach of a material obligation of such other Party within thirty (30) days after receipt of written notice; or
- the other Party becomes insolvent or makes an assignment for the benefit of creditors or ceases to do business or institutes or has instituted against it any proceedings for

- bankruptcy, reorganization, insolvency, or liquidation or other proceedings under any bankruptcy or other law for the relief of debtors; and does not terminate such proceedings within thirty (30) days.
- 13.4. Termination of the Agreement shall not affect any fees owed for Services already performed or delivered. Amounts invoiced prior to termination shall remain payable and become immediately due upon termination.
  - 13.5. Upon termination of the Agreement for any reason, all access to the Service shall cease immediately, and the Customer's Account, including any Newsrooms and Customer Content, may be removed by Presspage, unless otherwise provided in Clause 9.5. Presspage shall not be required to retain any data or provide any backups after termination, unless otherwise agreed in writing.
  - 13.6. Termination notices must be provided in writing by email.
  - 13.7. The provisions of Clauses 9 (IP Rights), 10 (Confidentiality), 11 (Privacy), and 12 (Liability), as well as any other provisions which by their nature are intended to survive termination, shall remain in effect after termination or expiration of the Agreement.

#### **14. Notification**

- 14.1. Presspage has implemented a procedure for reporting allegedly unlawful or infringing material made available through its website, Newsroom, Articles, or other parts of its Platform and Services. Notifications may be submitted via the following link: [www.presspage.com/notify](http://www.presspage.com/notify).
- 14.2. Presspage is not liable for any damages resulting from Customer misuse of the Service. Upon receipt of a notification, and where the material is clearly unlawful, Presspage will act without undue delay to remove or block access to the content. Presspage shall only be liable if, having received a valid notification, it fails to act in such cases of clearly unlawful content.
- 14.3. Presspage reserves the right to reject takedown requests if it has reasonable grounds to doubt their validity or if the material's status is legally unclear. In such cases, Presspage may require a final judgement from a competent court in the state of New York confirming the illegality of the content before taking action.
- 14.4. Presspage will not be a party to any dispute between the Customer and a third party submitting a notification. The Customer acknowledges that Presspage, its affiliates, directors, employees, and legal successors shall not be liable for any third-party claims or losses resulting from the blocking or removal of content, including legal costs.

#### **15. Miscellaneous**

- 15.1. This Agreement and any disputes arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Any dispute, controversy or claim between Presspage and the Customer shall be resolved exclusively and finally by binding arbitration under the International Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York, before a sole arbitrator, and in the English language. The arbitrator's decision shall be final and binding on the parties and may be entered in any court of competent jurisdiction. ANY CAUSE OF ACTION, REGARDLESS WHETHER IN CONTRACT, TORT OR

- OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 15.2. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the Parties' original intent.
- 15.3. Unless provided otherwise by mandatory law, neither Party may assign the Agreement, transfer its obligations or assign its rights hereunder without the prior written consent of the other Party, whose consent will not be unreasonably withheld. Notwithstanding the foregoing and without consent of the Customer,
- (a) Presspage may assign this Agreement (fully or partially), transfer its obligations or assign its rights hereunder to one of its affiliates, and
  - (b) Presspage may assign this Agreement (fully or partially), transfer its obligations or assign its rights hereunder to a third party to whom all or substantially all assets of the business unit performing this Agreement are transferred.
- 15.4. Presspage may amend or supplement these Terms and Conditions, the Data Processing Agreement, the Service Level Agreement, and the Acceptable Use Policy, including any annexes or appendices thereto, at any time during the term of the Agreement. The Customer shall be notified in writing of any such amendments, with the relevant changes indicated. Unless otherwise agreed in writing, the amended terms shall take effect as of the Customer's next renewal date.
- 15.5. Presspage may use the Customer's name, trademarks or logo or any variations thereof in promotional materials, provided no reference is made to the services performed or properties involved.

# Data Processing Agreement

This Data Processing Agreement is made and entered

*Between:*

Presspage Inc., a company incorporated in the United States and having its registered office at 2045 W. Grand Ave., Ste B, Chicago, IL 60612, USA ("Processor")

*And*

Customer ("Controller")

Together 'Parties'

Consider the following

- The Processor provides services for the benefit of the Controller;
- The Controller and the Processor concluded an agreement regarding the purchasing of Processor's services, of which this Data Processing Agreement is a part;
- Within the context of the performance of this contract, Presspage is deemed a processor within the meaning of Article 4(8) of the GDPR and Controller is deemed a controller within the meaning of Article 4(7) of the GDPR.
- The Parties wish to establish a number of conditions that apply to their relationship in connection with the processing of personal data for the Controller, partly in implementation of the provisions of Article 28, third paragraph of the GDPR.

## Agree to the following

### 1. Definitions

1.1. In this Data Processing Agreement, the following terms shall have the meaning set out below:

<i>Agreement</i>	The Agreement concluded between the Controller and the Processor and on the basis of which the Processor processes Personal Data for the Controller for the purpose of the performance of this Agreement.
<i>GDPR</i>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
<i>Personal Data</i>	All information relating to a Data Subject as referred to in Article 4(1) GDPR.
<i>Personal Data Breach</i>	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed, as referred to in Article 4(12) GDPR.
<i>Data Subject</i>	The identified or identifiable natural person to whom the

	Personal Data pertain, as referred to in Article 4(1) GDPR.
<i>Data Processing Agreement</i>	This Data Processing Agreement and all appendices thereto, as referred to in Article 28(3) GDPR.
<i>Processing</i>	<i>As well as conjugations of this verb:</i> the processing of Personal Data as referred to in Article 4(2) GDPR.
<i>Sub-processor</i>	The subcontractor, engaged by the Processor to perform specific processing activities at the Controller's expense, as referred to in Article 28(4) GDPR.
<i>Third-party</i>	A natural or legal person, public authority, agency or body other than the Data Subject, the Controller or the Processor.

1.2. The provisions of the Agreement apply in full to the Data Processing Agreement. With regard to the processing of Personal Data, the provisions of this Data Processing Agreement prevail.

## 2. Applicability and duration

2.1. This Data Processing Agreement applies to all Processing of Personal Data carried out by the Processor on behalf of the Controller under the Agreement.

2.2. This Data Processing Agreement supplements the Agreement and supersedes any prior arrangements between the Parties with respect to the Processing of Personal Data.

2.3. This Data Processing Agreement enters into force on the effective date of the Agreement and shall remain in force until thirty (30) working days after the expiration or termination of the Agreement. During this period, the Processor shall cease all Processing of Personal Data unless otherwise instructed by the Controller or required by law. Within that same period, or such other timeframe as the Parties may agree, the Processor shall return or delete all Personal Data, the Account, and Customer Content in accordance with Article 10 of this Data Processing Agreement.

2.4. This Data Processing Agreement may not be terminated separately from the Agreement.

## 3. Processing of personal data

3.1. The Processor shall Process Personal Data solely for the purpose described in this Data Processing Agreement and the Agreement. Details regarding the categories of Data Subjects, types of Personal Data, and the nature and purpose of Processing are set out in **Appendix 1**.

3.2. The Processor shall not Process Personal Data for its own or third-party purposes without the prior written instruction of the Controller, unless legally required to do so. In such cases, the Processor shall notify the Controller prior to such Processing, unless prohibited by law.

3.3. The Processor may engage Sub-processors listed in **Appendix 2**. The Processor shall notify the Controller in advance of any intended changes to its Sub-processor list. The Controller may object in writing within five (5) working days of such notice, provided the objection is based on reasonable data protection grounds. Failure to object within this period shall be deemed as acceptance.

3.4. The Processor shall ensure that Sub-processors are bound by data protection obligations

substantially similar to those in this Data Processing Agreement, including appropriate technical and organization measures.

3.5. The Processor shall not transfer Personal Data outside of the European Economic Area unless such transfer complies with the applicable statutory obligations under the GDPR, including the use of Standard Contractual Clauses or other lawful mechanisms.

3.6. The Processor shall be responsible for Processing Personal Data in accordance with the Controller's documented instructions. The Controller retains full responsibility for the lawfulness of such instructions and for any Processing outside the scope of this Data Processing Agreement, including but not limited to the collection of Personal Data and the use of the Services in a manner not disclosed to the Processor.

#### **4. Technical and organisational security measures**

4.1. The Processor shall implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing of Personal Data, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purpose of Processing. These measures shall protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

4.2. The Processor has provided a description of its security measures in **Appendix 3** to this Data Processing Agreement. By signing this Agreement, the Controller acknowledges and agrees to the adequacy of these measures. The Processor may update or modify these measures from time to time, provided such modifications do not materially reduce the overall level of protection afforded to the Personal Data.

#### **5. Audit**

5.1. Upon written request, the Processor shall allow the Controller or its designated external auditors to conduct an audit of the Processor's compliance with this Data Processing Agreement, including security measures, no more than once per calendar year. Such audit shall be subject to reasonable advance notice, prior written permission and coordination with the Processor, and shall be conducted in a way that minimizes disruption to the Processor's business operations. All audit costs shall be borne by the Controller.

5.2. Before initiating an on-site audit, the Controller shall first review any relevant certifications or audit reports made available by the Processor (e.g. ISO 27001, TISAX). An on-site audit may be conducted only if, after such review, the Controller can demonstrate reasonable grounds to believe that the available documentation is insufficient to demonstrate compliance with this Data Processing Agreement.

5.3. If the Processor reasonably believes that any instruction related to the audit infringes the GDPR or other applicable data protection laws, it shall promptly notify the Controller.

#### **6. Personal Data breach**

6.1. In the event the Processor becomes aware of a Personal Data Breach involving Personal Data Processed on behalf of the Controller it shall i) notify the Controller without undue delay, and ii)

take all reasonable measures to prevent or limit (further) violation of the GDPR.

6.2. The Processor shall, to the extent reasonably practicable, provide the Controller with cooperation and assistance to enable the Controller to comply with its obligations under Articles 33 and 34 GDPR, including by providing relevant information about the nature and scope of the breach and any remedial actions taken.

6.3. The Processor is not responsible for notifying the Data Protection Authority or affected Data Subjects. Such notifications remain the sole responsibility of the Controller.

6.4. The Processor shall not be liable for any failure by the Controller to comply with its legal obligations under Articles 33 and 34 GDPR, including any delay or omission in breach notifications.

## **7. Confidentiality**

7.1. The Processor will ensure that employees and contractors involved in the execution of the Agreement and this Data Processing Agreement are bound by a written confidentiality obligation – whether in their employment or contractor agreement or in a separate NDA – that includes an obligation to maintain strict confidentiality regarding the Personal Data and any other Confidential Information accessed in connection with the Agreement. These confidentiality obligations shall survive the termination of the Agreement. The Processor shall take appropriate measures to enforce these obligations.

## **8. Cooperation**

8.1. The Processor will, insofar as reasonably possible, assist the Controller in responding to requests from Data Subjects to exercise their rights under the GDPR. The Processor shall forward any such request or complaint to the Controller without undue delay, and in any case within two (2) working days. The Controller remains solely responsible for handling such requests. The Processor may charge the Controller for excessive, repetitive, or non-standard assistance provided under this clause.

8.2. The Processor shall, upon reasonable request, assist the Controller with the performance of data protection impact assessments and prior consultations with supervisory authorities, in accordance with Articles 35 and 36 GDPR.

8.3. The Processor shall make available to the Controller, upon request and at the Processor's discretion, the information reasonably necessary to demonstrate compliance with this Data Processing Agreement and the GDPR. The Processor may charge the Controller for any assistance provided under this clause, including for time and resources spent gathering, compiling, or explaining such information.

## **9. Liability**

9.1. The provisions in the Agreement regarding limitation of liability and indemnification shall apply in full to the Processor's liability under this Data Processing Agreement.

9.2. Without prejudice to Article 9.1 of this Data Processing Agreement, the Processor shall only be liable for damages suffered by the Controller or for third-party claims arising from Processing activities where the Processor has failed to comply with its specific obligations under the GDPR, or



where it has acted outside or in violation of the documented instructions of the Controller. Any liability under this Article shall remain subject to the liability caps and exclusions agreed in the Agreement, unless such damage results from the Processor's gross negligence or willful misconduct.

## **10. Termination**

10.1. Upon termination or expiration of this Data Processing Agreement and/or the Agreement, or upon the request of the Controller, the Processor shall, unless mandatory law provides otherwise and without prejudice to Article 2.3 of this Data Processing Agreement, cease all Processing of Personal Data and within thirty (30) working days or another period mutually agreed in writing:

- a) return the Personal Data to the Controller in a standard, commercially reasonable format specified by the Processor; and/or
- b) permanently delete or anonymize the Personal Data (including copies), at the Controller's written instruction, except where retention is required by law.

If the Controller does not provide written instructions within the timeframe specified above, the Processor shall be entitled to delete the Personal Data in accordance with its standard data retention schedule. Deletion of Personal Data from backups will be performed in accordance with the Processor's regular backup lifecycle.

## **11. Final provisions**

11.1. In the event of any conflict between the provisions of this Data Processing Agreement and the Agreement or any other related terms, the provisions of this Data Processing Agreement shall prevail with respect to the Processing of Personal Data.

11.2. The provisions of this Data Processing Agreement that by their nature are intended to survive termination, including but not limited to those relating to confidentiality, liability, audit, cooperation with authorities, and data return or deletion, shall remain in effect after termination of this Data Processing Agreement.

## **Appendix 1: Personal Data**

### **Subject matter and duration**

The subject matter: providing the Processor's services to the Controller involves the Processing of Personal Data. The Personal Data will only be processed by the Processor for the purpose of the activities referred to in this Data Processing Agreement and/or the Agreement.

The duration of the Processing is for the term of the Agreement, and for up to thirty (30) working days following termination, as specified in Article 2.3 of this Data Processing Agreement.

### **The nature and purpose**

The Processing activities include collection, structuring, storage, transmission, and deletion of Personal Data in connection with use of the Presspage platform and services (including Newsroom, Presspage Mail, and Media Database features), for the purpose of publishing, communication, media outreach, and support services.

### **The types of Personal Data to be processed**

Data categories (not limitative):

- Contact data: name, email, address
- Content data: press release/article content and any personal information included therein
- Meta data: system logs, analytics, IP address
- All (other) data that is disclosed by the Controller to the Processor in using the Processor's services

### **The categories of Data Subjects to whom Personal Data relates**

- Customers of the Services
- Employees or representatives of the Controller, to the extent their data is processed through user accounts or platform interactions
- Visitors of the Services
- Contact lists (PR related), journalist contacts from the Agility Media Database

### **Locations of data processing**

*Presspage Database:* Frankfurt, Germany

*Mailgun:* European Region

*Agility PR Solutions:* Canada

For detailed information on all Sub-processors, including their purpose, data types, and data locations, see Appendix 2.

## Appendix 2: Sub-processors

The Processor makes use of the following sub-processors:

Company name	Purpose	Data types processed	Data location
Agility PR	Media Database Service	Name, email address	Canada
Amazon (AWS)	Hosting	All data uploaded by users	Germany, Ireland
Atlassian (Jira)	Issue tracking and support ticket resolution	Name, data required to resolve reported issues	Germany, Ireland
Chargebee	Payment processor	Name, email address, billing information	United States
Google Ireland Limited (Workspace)	Email, calendar, documents	Name, email address, data transmitted by users in email or document	Europe
Hotjar (Contentsquare)	Usage analytics	IP address, location data	Ireland
Hubspot	CRM	Name, email address, job title, telephone numbers, location data, IP address	United States
Mailgun	Presspage Mail Service	Name, email address, contents of email campaigns	Germany
OpenAI (ChatGPT)	AI functionality	Data the user inputs in AI features	United States
Productboard	Feedback collection	Name, email address	United States
Twilio (Sendgrid)	Transactional mails	Name, email address	United States
Userpilot	Product engagement tool	Name, email address	United States
Zendesk	Ticketing system	Name, email address, data included in support requests	Germany

All companies mentioned above that operate outside the EU — except for OpenAI — participate in the Data Privacy Framework Program. A data processing agreement is in place with all the

companies mentioned above. For OpenAI, the Processor relies on Standard Contractual Clauses (SCCs) for transfers to the United States.

## **Appendix 3: Technical and Organizational Measures**

### **Pseudonymization and encryption of personal data**

Measures:

- Pseudonymisation and encryption of personal data (TLS 1.2 and 1.3 for data in transit, AES-256 for data at rest)

### **Confidentiality**

#### *Physical Access Control*

No unauthorized access to data processing facilities. Measures:

- Entrance security (opening doors by using security tags)
- Surveillance installation (e.g. alarm systems)
- Rules for visitors in place (e.g. register at the reception and escorting the visitors)

#### *Electronic Access Control*

No unauthorized persons can make use of the data processing systems. Measures:

- Authentication (e.g. password policy/ requirements/protection, two-factor authentication)
- Authorization (e.g. authorization concept for terminal devices and system, devices and systems can only be accessed by entering usernames and passwords, access attempts monitored, access authority specified and checked)
- Access on a need-to-know basis and reviewed periodically
- Automatic blocking/locking mechanisms
- Using security software (e.g. anti-malware, VPN, firewall) including automatic updates

#### *Internal Access Control*

No unauthorized reading, copying, changes or deletions of data within the system. Measures:

- Authorization and roles concept implemented for applications
- Rules for authorizing users and data access implemented
- Regular review of authorizations
- Need-based rights of access
- Access restrictions and limitations are imposed
- Administration of rights by system administrator
- Separation of test and productive environment
- Logging (e.g. write-access logged, unauthorized access attempts logged)
- Regular and ad hoc analyses carried out
- Integrity checks carried out
- Onboarding and offboarding procedures

### **Integrity**

#### *Data Transfer Control*

No unauthorized Reading, Copying, Changes or Deletions of Data with electronic transfer or transport. Measures:

- Encryption
- Special security software (e.g. anti-malware, VPN, firewall)

### *Data Entry Control*

Input control refers to the action taken to ensure that checks can be carried out, whether and by whom personal data is entered into a Data Processing System, is changed or deleted. Measures:

- Regular review of logs
- Document Management

### **Availability and Resilience**

#### *Availability Control*

Prevention of accidental or willful destruction or loss. Measures:

- Monitoring (system condition regularly checked)
- Backup and recovery plan
- Contingency plans including regularly tests
- Redundancy systems (servers, storage, etc.)
- Data archiving strategy implemented
- Fully operation physical protection systems in place (e.g. fire alarm system, emergency plan, A/C)
- Backup strategy (online/offline/on-site/off-site)
- Uninterruptible Power Supply (UPS)

#### *Rapid Recovery*

- Recovery plan is in place
- Regular tests of data recovery

### **Procedures for regularly testing, assessing and evaluating**

- Data Protection Management
- Contract control
- Any employee of Presspage will sign a non-disclosure agreement
- Vulnerability scanning
- Penetration testing (annually conducted by independent third party)

## Appendix 4: Service Level Agreement, Statement of Work & Implementation Services

This document outlines the service levels and implementation services to be provided in the delivery of the Presspage Service. It also provides service delivery parameters, against which the delivery of the Service can be evaluated.

Presspage is offered as a SaaS solution and therefore accessible through your internet browser. No software installation is required on your servers and/or desktop computers.

### 1. Response Time

Presspage shall use commercially reasonable efforts to respond to and resolve issues with the Service that are detected by Presspage or reported by Customers, in accordance with the priority levels and timeframes described below. "Response Time" refers to the time it takes Presspage to acknowledge receipt of an issue and begin investigation, not the time required to resolve it. Customers must acknowledge that there can be no guarantee with respect to the maximum time required to fix a problem.

Response time is calculated from the moment the issue is logged via Presspage's designated support channel during standard EU business hours (09:00-17:00 CET, Monday to Friday, excluding Dutch public holidays).

Level	Description	Max. Response Time	Max. Time to Fix or Provide Workaround
1	Urgent*	1 hour	8 hours
2	Minor**	1 business day	3 business days
3	Requests***	Discretionary, based on request	Discretionary, based on request and subject to Presspage's internal roadmap prioritization and acceptance

- \* A defect that disrupts all or significant service to Customers, and that cannot be fixed with a (temporary) workaround.
- \*\* A defect that causes disruption to the Service or a major piece of functionality works inconsistently, but a workaround does exist.
- \*\* A wish that would enhance functionality / efficiency, but is not at all related to a disruption of the Service. I.e. a new feature or enhanced functionality for the development roadmap.
- \* A wish that would enhance functionality / efficiency, but is not at all related to a disruption of the Service. I.e. a new feature or enhanced functionality for the development roadmap.

Requests (Level 3) are handled at Presspage's discretion and subject to product roadmap prioritization. No implementation or timeline commitments apply unless confirmed separately in writing.

### 2. Service Uptime Commitment



For the purpose of measuring the quality of service that Presspage is delivering to Customers, Presspage provides the following commitment:

Presspage shall make the SaaS production environment available to Customers on a twenty-four hour, seven days a week (24x7) basis, with a targeted annual average uptime of 99.9% ("SaaS Services Uptime Metric") during the contractual term. This excludes periods of planned downtime as further specified in Clause 3 below.

The SaaS Services Uptime Metric shall become applicable from the Go Live Date. The "Go Live Date" is the date on which (i) the Customer's designated representative publishes the complete Newsroom environment, and (ii) all Users designated by the Customer have completed the onboarding training provided by Presspage.

### **3. Measurement Method**

The SaaS Services Uptime Metric shall be measured on a calendar quarterly basis. For each quarter, the availability percentage shall be calculated using the following formula:

$$\text{Availability (\%)} = (\text{Total Measurable Hours} - \text{Unplanned Outage Hours}) / \text{Total Measurable Hours} \times 100\%$$

Where:

- Total Measurable Hours refers to the total number of hours in the (calendar) quarter, excluding Planned Downtime (such as scheduled maintenance or upgrades);
- Unplanned Outage Hours refers to the cumulative duration of all Outages during the quarter;
- An "Outage" is defined as two consecutive failed availability checks within a five-minute interval, where the failure condition persists until service is restored.

As an example, if during a quarter there are 2,200 measurable hours and 2 hours of unplanned outage, the resulting availability would be  $2,198 / 2,200 \times 100 = 99.9\%$ .

Presspage shall report the SaaS Services Uptime Metric via its publicly available uptime and incident dashboard: [status.presspage.com](https://status.presspage.com). This status page is powered by independent monitoring tools and reflects real-time system availability, uptime percentage, scheduled maintenance, and incident history. The uptime reports displayed on this page shall serve as the primary source of truth for calculating quarterly uptime metrics under this SLA.

### **4. Recovery time**

Presspage maintains a resilient infrastructure distributed across multiple datacenters to minimize the risk of a complete platform outage. In the event of a severe service disruption that materially impacts platform availability and where standard failover mechanisms are insufficient, Presspage may initiate its emergency recovery protocol.

This protocol is designed to restore core platform functionality within a target timeframe of two (2) hours by leveraging real-time and redundant backup systems. While Presspage shall use

commercially reasonable efforts to meet this recovery target, this timeframe is a non-binding objective and does not constitute a guaranteed service level.

## **5. Reporting**

Presspage shall make Uptime Metrics for the most recent full calendar quarter available to the Customer upon written request.

If the Customer disputes the accuracy of any reported metrics, it must notify Presspage in writing within fifteen (15) days of receiving the report. The Customer's notice must include reasonable details and supporting information to substantiate the dispute. Upon receipt of such notice, Presspage shall investigate the claim in good faith and provide a written response within a reasonable timeframe.

Unless such a dispute notice is received within the specified period, the Uptime Metrics shall be deemed accepted by the Customer.

## **6. Exclusions from Uptime Metric**

The SaaS Service Uptime Metric does not apply to service interruptions or performance issues resulting from any of the following circumstances:

- General Internet congestion, outages, or slowdowns not attributable to Presspage infrastructure;
- Failures or unavailability of global Internet infrastructure (e.g., DNS services) caused by third-party attacks (e.g. DoS/DDoS), malware, or similar events;
- Events of force majeure including but not limited to natural disasters, war, acts of terrorism, labor disputes, or governmental actions, as further defined in the Agreement;
- Actions or omissions by the Customer or its agents, unless performed at the explicit direction of Presspage;
- Failures resulting from Customer-owned hardware, software, or third-party systems not under Presspage's sole control;
- Planned maintenance, upgrades, or other Scheduled Downtime announced in accordance with this SLA;
- Any unavailability due to emergency security measures taken to protect the integrity of the Platform or Customer data;
- Use of experimental, beta, or non-production features or services explicitly designated as such;
- Service interruptions resulting from incorrect configuration, misuse, or unsupported integrations by the Customer;
- Any failure caused by the Customer's breach of the Agreement, including non-payment or unauthorized use of the Service (e.g. breach of Acceptable Use Policy).

Presspage shall not be liable for any failure to meet the Uptime Metric arising from these exclusions.

## **7. Software-as-a-Service credits**

If Presspage fails to meet the SaaS Services Uptime Metric in any full calendar quarter, the Customer shall be entitled to a Service Credit, as described below, in the form of a no-cost extension to the initial contract term:

Quarterly Uptime	Rating	Service Credit
99.9% - 100%	Meets Target	
≥ 99.0% and < 99.9%	Tolerable	One (1) month contract extension at no additional cost
< 99.0%	Unacceptable	Two (2) month contract extension at no additional cost

The above Service Credits shall be cumulative and applied to extend the original contract term before any renewal takes effect. The total Service Credits under this SLA shall not exceed three (3) months per contractual year.

Service Credits are based solely on the quarterly uptime percentage reported via Presspage's public uptime dashboard at [status.presspage.com](https://status.presspage.com) and confirmed in writing upon Customer request.

To be eligible for Service Credits, the Customer must submit a written request for the applicable Service Credits within thirty (30) days of the end of the relevant calendar quarter. If no such request is received within this period, the Customer shall forfeit its right to claim the Service credit for that quarter.

Unless otherwise agreed in writing, the Service Credits described above represent the Customer's sole and exclusive remedy for Presspage's failure to meet the SaaS Services Uptime Metrics.

## 8. Support

Presspage provides on-demand customer support through the following channels:

- The integrated ticketing system (preferred and prioritized);
- Email correspondence ([support@presspage.com](mailto:support@presspage.com)) with the assigned Account Manager;
- Phone support during standard business hours.

Support is available during regular EU and US business hours:

Monday through Friday, 09:00-17:00 CET (Europe) and 09:00-17:00 EST (US), excluding national public holidays in the Netherlands and the United States.

The ticketing system is the preferred method for support inquiries, as it enables real-time visibility for Presspage's support and development teams, allowing for efficient load distribution and resolution tracking. For complex or time-sensitive issues, Customers may alternatively use email or phone support, including the ability to share detailed attachments or urgent escalation context.

Support Coverage is included in standard Service subscriptions, subject to reasonable use and fair usage limits as determined by Presspage. Presspage reserves the right to amend the scope or duration of included support services in the future, including the introduction of usage limits or capped support hours, upon prior notice to the Customer. Enhanced or dedicated support packages may be made available subject to separate agreement.

In the event that resolution of a support issue requires one or more developers from Presspage to participate in a live call or real-time troubleshooting session initiated by the Customer, Presspage reserves the right to charge additional fees. Such participation shall be subject to prior coordination and may be billed at a standard hourly rate of USD 250,- (excluding VAT), unless otherwise agreed in writing. Presspage will notify the Customer in advance if such charges apply.

## **9. Statement of Work - Implementation Services**

This Clause describes the scope of implementation services provided by Presspage as part of the initial onboarding and setup of the Customer's environment. The specific deliverables and quantities are listed in the tables below and are based on the implementation package selected by the Customer.

### **9.1 Scope of Services**

Presspage will deliver the services outlined in this Statement of Work ("SOW") in accordance with the specifications and timelines agreed with the Customer following the project kickoff. These services may include, but are not limited to: design and configuration of the Newsroom and/or Email platform, content migration, subdomain integration, and Single Sign-On setup, as further described below.

### **9.2 Customer Obligations**

To enable timely and effective implementation, the Customer shall:

- Assign a primary point of contact with decision-making authority;
- Provide timely feedback, design assets, and technical access (e.g. DNS, SSO);
- Ensure that all stakeholders are involved during the defined feedback rounds;
- Deliver required materials (e.g. content, URLs, brand assets) in a complete and usable format.

Delays in the above may impact delivery timelines and may result in additional costs, subject to prior notice from Presspage.

### **9.3 Acceptance and Completion**

Each implementation service shall be deemed accepted when:

- The deliverable has been made available for review and no material objections are received within ten (10) business days; or
- The Customer confirms acceptance in writing; or
- The Customer proceeds with use of the implemented environment in a production setting.

After the final feedback round, any additional requests falling outside the originally scoped implementation shall be considered change requests and may be subject to separate scoping and pricing.

#### 9.4 Out-of-Scope Services

Unless otherwise agreed in writing, the following shall be considered out of scope:

- Major rebranding or redesign requests not foreseen during scoping;
- Changes to header/footer not based on standard dynamic integration;
- Revisions to the design after approval;
- Revisions after the agreed number of feedback rounds;
- Custom development or third-party integrations not listed below.

Presspage may charge the Customer for any services performed outside the scope of the Agreement, the Terms and Conditions, or the Service Level Agreement, at an hourly rate of USD 250,- (excluding VAT), unless otherwise agreed in writing. Such services shall only be performed upon the Customer's prior written request or consent. Presspage may adjust this hourly rate once per calendar year by providing the Customer with written notice at least three (3) months in advance. Any such adjustment shall not apply to services already performed or ordered prior to the effective date of the new hourly rate.

1. Implementation Package		
Service	Quantity	Description
Overall design newsroom	1	Presspage will deliver the design of the full Newsroom including the pages described below and the selected modules (functionalities) that have been agreed on after the kick-off meeting. The design is based on the general brand guidelines of the Customer and a 'live' website (e.g. corporate site, current Newsroom) as a reference. Design elements that can be styled include, but are not limited to: font(s) (sizes), headings, colors, aspect ratios, hover effects, one or two column structure, margins and paddings. The design is compatible with the functionality of the modules within the Platform, ensuring the best user experience which will be leading in design feasibility decisions. A first version of the design will be offered in Figma to the Customer for written approval before development starts. The approved Figma design will be the reference throughout the design process, any changes to this design after approval will be out of scope. Final feasibility of design implementation shall be determined solely by Presspage based on technical and Platform compatibility considerations.
Header & footer	1	The header and footer of the Newsroom are not

1. Implementation Package		
Service	Quantity	Description
		supported with modules. There are two ways to seamlessly integrate the header and footer into the Newsroom: static or dynamic. The static version means Presspage will recreate the header and footer from a Customers' corporate website, unless technical limitations in the Customer's CMS prevent implementation, in which case an alternative solution will be discussed. Any content changes to the header in the future will have to be updated manually by the Presspage support department. The dynamic option allows the Customer to update the header / footer on the corporate website and these changes will be reflected on the Newsroom immediately. In order to implement this, a standalone header, footer and library file must be received. In practice, this means that the Customer must provide an online URL to a header.html, a footer.html and a head.html file. e.g. <a href="https://example.com/assets/header.html">https://example.com/assets/header.html</a> . The best option per scenario will be discussed with the implementation specialist from Presspage. Customer is responsible for (timely) providing the required HTML header/footer files. Delays in provision may impact delivery timelines, for which Presspage shall not be liable.
Article page	n/a	Articles are a content type within the Platform with a fixed structure, mostly used for news-related content. An Article's functional layout can be enhanced with modules, e.g. contact module, download module. There will be one design for all the Article pages. The Customer then has the flexibility of changing the functional layout on a case-by-case basis. The base Article page design will be delivered by Presspage, including the additional selected modules - if applicable.
Custom pages (template)	3	Custom pages are another content type available in the Platform used for evergreen content like information on Investor Relations, contact information or themed pages, for example. Custom pages can be enhanced with modules. Presspage will deliver the design of maximum three (3) different custom pages. Additional custom pages shall be scoped separately by Presspage.
Media library	1	The media library is a page with a specific framework and functionality that only allows minor customizations: font for the categories, descriptions, and content types;

1. Implementation Package		
Service	Quantity	Description
		hover-over effect and color of buttons; aspect ratio of images; and download pop-up: font, styling buttons, hiding icons. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Archive page	1	The archive is a dynamically generated page based on tags. It has a specific framework and functionality that only allows minor customizations: aspect ratio thumbnails, font, button size, color and hover-over effect. There is an option to add a side column with additional modules. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Search result page	1	The search result page is a dynamically generated page that shows all the results of a keyword search. It contains a specific framework and functionality that only allows minor customizations: aspect ratio thumbnails, font, button size, color and hover-over effect. There is an option to add a side column with additional modules. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Customization	1	In case a specific design requirement can't be accommodated within the functional and design limitations of our Newsroom product, Presspage can override these limitations with a so-called Custom Module (subject to technical feasibility and prior written confirmation). Presspage allows one override per Newsroom. Examples include adding or removing specific elements from a module, or repositioning elements within a module that can't be done with the existing functionality. Depending on the complexity of a custom module, a recurring maintenance fee may apply - this is always discussed upfront by Presspage.
Feedback round	2	When the Newsroom template is ready for review, Presspage's implementation specialist will share a preview link. Based on this link, the Newsroom template can be reviewed (on all devices). Feedback can be sent to Presspage via a feedback sheet provided by the



1. Implementation Package		
Service	Quantity	Description
		implementation specialist. The feedback given should not deviate from the original, approved design. New design requests will be out of scope. If they occur, the request will be scoped and charged separately. Two feedback rounds are included. It is important to involve all relevant stakeholders in feedback. If additional feedback rounds are requested, these may be subject to additional charges, to be agreed in advance.
Soft launch	1	When the feedback rounds are completed and the URL integration is ready, the option is offered to 'soft launch' the Newsroom for testing purposes. This is done with a no-index tag so the URL cannot be found by search engines yet. This is optional.
Soft launch feedback round	1	If the option is chosen to 'soft launch' the Newsroom, another feedback round is offered to address issues or bugs that are found during the soft launch. The feedback provided should not deviate from the original, approved design. New design requests are out of scope. If it occurs, the request will be scoped and charged separately.
After go-live feedback round	1	After the public go-live of the Newsroom, based on alignment between Customer and Presspage, a final feedback round is offered. The feedback provided should not deviate from the original, approved design. New design requests are out of scope. If it occurs, the request will be scoped and charged separately.
Email template	1	The email template can be created by the Customer in the Platform. This editor provides the possibility to create the header and the footer for the email template. In case the requirements for the email template extend beyond the options in the Platform, Presspage can create a custom email template for an additional fee, depending on the requirements. Based on input from the Customer, Presspage will deliver the email template. The email template consists of a header and footer, the middle section is flexible by using drag & drop modules. For the header, a banner image or a logo can be added. For the footer, the following elements can be delivered: a background color, links, social media icons, text e.g. contact information, unsubscribe link (mandatory).
Feedback round email	1	When the email template is ready for review, the

1. Implementation Package		
Service	Quantity	Description
		implementation specialist will share the email template via a preview link. A test email can also be sent to the Customer for review purposes. Feedback can be sent to Presspage via the feedback sheet provided by the implementation specialist. Feedback that deviates from the design requirements is out of scope. If it occurs, the request will be scoped and charged separately.
Cookie integration	1	Presspage offers a configurable cookie banner, which can be styled to our Customers' branding. An alternative to the Presspage cookie banner is the possibility to integrate the cookie notification for the Newsroom with the Customer's corporate website cookie notification. This allows visitors to accept the cookies one time for both pages. To determine feasibility, Presspage would need to investigate the complete cookie script(s) of the Customer. If cookies are not loaded by said script but separately, the necessary stylesheet (in .css or .scss) must be provided. Presspage reserves the right to reject cookie integrations that are not technically compatible with its Platform, in which case the default Presspage cookie banner will be used.
Content migration	1	The Presspage data migration service offers the possibility to transfer existing content to the Newsroom. To use this service, content must be provided in an XML file, formatted according to the RSS 2.0 standard, and in line with Presspage content and structure requirements. In some cases, manual adjustments to the content have to be made. For example, when 'related content' is added to Articles, this needs to be updated manually by the Customer. The content migration will be done one time. A convenient date for the migration is agreed on with the implementation specialist. All Articles published after the content migration, should be added to the Platform manually by the Customer. Presspage is not responsible for content adjustments that the Customer wants to make to imported content. Presspage shall not be responsible for errors, omissions, or formatting issues resulting from source content provided by the Customer.
Subdomain / Subfolder integration	1	The Newsroom can be integrated with the domain of the Customers' corporate website or can be a standalone URL. There are two ways to integrate the domain: 1) via a subdomain or 2) via subfolder integration. The

1. Implementation Package		
Service	Quantity	Description
		Presspage implementation and support team can assist in the set-up. Presspage cannot guarantee functionality of external DNS or subfolder routing issues caused by the Customer's own IT infrastructure.
Configuration email domain	1	During the onboarding process, for the set up of the 'Reach' part of the Platform, the implementation specialist will ask the Customer to choose a custom subdomain for sending emails. Once the Customers' preferences for a specific subdomain have been received, Presspage will provide the instructions to set up the necessary DNS records (such as SPF and DKIM) to start using Presspage Mail. If the Newsroom is on a subdomain, the email subdomain must be different. The Customer is responsible for implementing the DNS changes (e.g. SPF, DKIM records) based on the instructions provided by Presspage. Presspage shall not be liable for any issues resulting from incorrect or delayed DNS configurations by the Customer.
SSL-certificate (Let's Encrypt / custom)	1	The Customer shall submit their own SSL-certificate to have Presspage install it. Presspage can also provide the Customer with a SSL-certificate. This certificate auto-renews every three (3) months. Customer-provided certificates must be valid and complete (with private key, chain, etc.) and failure to do so may delay go-live.
Single Sign On-integration	1	<p>Single Sign On is a security feature that enables Customers to log in once, externally, and be able to access multiple applications. Presspage offers SAML-based Single Sign On via four identity providers: Entra (also known as Azure AD), Okta, PingIdentity and OneLogin. This will need to be set up manually by Presspage in close cooperation with the Customers' IT team. Implementation (timing) is conditional on the Customer's IT team's timely cooperation and provision of configuration details.</p> <p>Support for identity providers other than the four listed above is not included in the standard Service and will only be considered on a case-by-case basis, subject to Presspage's prior approval and separate pricing.</p>

2. Implementation package - distribution only		
Service	Quantity	Description
Configuration	1	<p>For the proper configuration of the Email Platform, specific elements from the Newsroom product must be set up to enable the activation of both the unsubscribe functionality and the asset page. To ensure compliance with branding and functional requirements, the following configurations will be implemented:</p> <p>A basic header and footer will be configured in accordance with the Customer's branding guidelines, incorporating the logo and brand colors. A designated URL must be configured to host both the asset page and the unsubscribe page. This URL may either be provided by the Customer or, alternatively, a Presspage-generated URL can be used.</p>
Email template	n/a	<p>The email template can be created by the Customer via the Platform. This editor provides the possibility to create the header and the footer for the email template. In case the requirements for the email template extend beyond the options in the Platform, Presspage can create a custom email template for an additional fee, depending on the requirements. Based on input from the Customer, Presspage will deliver the email template. The email template consists of a header and footer, the middle section is flexible by using drag &amp; drop modules. For the header, a banner image or a logo can be added. For the footer, the following elements can be delivered: a background color, links, social media icons, text e.g. contact information, unsubscribe link (mandatory). Presspage shall not be responsible for the accuracy, legality, or formatting of content provided by the Customer for the email template. Any request for additional or customized templates will be subject to separate scoping and pricing.</p>
Feedback round	1	<p>If the email template is created by Presspage and the email template is ready for review, the implementation specialist will share the email template via a preview link. A test email can also be sent to the Customer for review purposes. Feedback can be sent to Presspage via the feedback sheet provided by the implementation specialist. The Customer must return consolidated feedback within the agreed timelines provided by the implementation specialist. Additional feedback rounds or deviation from the original design may be scoped and charged separately.</p>

Configuration email sender domain	1	<p>During the onboarding process, for the set up of the 'Reach' part of the Platform, the implementation specialist will ask the Customer to choose a custom subdomain for sending emails. Once the Customers' preferences for a specific subdomain have been received, Presspage will provide the instructions to set up the necessary DNS records (such as SPF and DKIM) to start using Presspage Mail. If the Newsroom is on a subdomain, the email subdomain must be different. The Customer is responsible for implementing the DNS changes (e.g. SPF, DKIM records) based on the instructions provided by Presspage. Presspage shall not be liable for any issues resulting from incorrect or delayed DNS configurations by the Customer.</p>
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## Redesign - Implementation Services

3. Redesign		
Service	Quantity	Description
Definition	n/a	A Redesign refers to the process of updating the design and visual identity of a Newsroom to align with a Customer's redesigned corporate or marketing website.
Notice	n/a	Presspage requires a written request for a Newsroom redesign at least four (4) months before the expected delivery date. If a request is not received within this timeframe, we will do our best to meet the deadline but cannot guarantee it. The planning can be confirmed by Presspage after the quotation is signed by the Customer - see 'Scoping' and 'Development timeline'. Timelines and deadlines are non-binding unless confirmed by Presspage in writing.
Design Meeting	n/a	The Customer must have a design meeting with a Presspage implementation specialist and designer before providing design requirements. The meeting will provide the guidelines of creating a new design within the parameters of the Presspage modules. If a design has already been created, our designer will first review it to assess its feasibility and compatibility with our Platform. Only after this review Presspage can determine the project scope. If the Customer declines or fails to schedule a design meeting, Presspage reserves the right to decline the redesign request or adjust its scope and pricing accordingly.
Providing Design	n/a	The design can be provided in the following forms: Figma (or similar design tooling) or a reference to the corporate site. Presspage shall not be liable for delays or incompatibilities resulting from designs that do not meet Platform constraints or that are not provided in the agreed formats. Presspage can also deliver the design, based on the design guidelines from the Customer. If applicable, see section '3. Redesign - Overall design Newsroom' below.
Scoping	n/a	When redesign requirements are agreed upon, the request is reviewed and scoped by Presspage. The costs from the scoping will be shared with the Customer. If the costs are approved by the Customer, a quote must be signed.

3. Redesign		
Service	Quantity	Description
Development Timeline	n/a	Presspage can only confirm a development timeline for the project after receiving a signed quote from the Customer. Timelines are subject to resource availability and begin only after full documentation and quote approval.
Overall design Newsroom	1	<p>Presspage can deliver the full design of the Newsroom, including the selected pages and agreed-upon modules (functionalities), as determined after the kick-off meeting.</p> <p><b>Design scenarios:</b></p> <ol style="list-style-type: none"> <li><b>Redesign without a live reference</b> In cases where the newsroom is being redesigned and there is no live site to reference, the design will be based on a Figma file (or similar tool), along with brand guidelines provided by the Customer.</li> <li><b>Design provided by Customer</b> If the Customer provides their own design: <ul style="list-style-type: none"> <li>Presspage will first review the design for compatibility with the Presspage Platform.</li> <li>Only after this review can Presspage confirm whether the design is feasible and define the scope of work accordingly.</li> </ul> </li> <li><b>Design created by Presspage</b> When Presspage is responsible for creating the design: <ul style="list-style-type: none"> <li>A draft will be shared with the Customer in Figma for review and written approval before development begins.</li> <li>Once approved, an initial version of the design will be shared for feedback. Depending on the scope there will be 1 or 2 additional feedback rounds.</li> </ul> </li> </ol> <p>Presspage can style various design elements, including but not limited to fonts and font sizes, headings, colors,</p>



3. Redesign		
Service	Quantity	Description
		aspect ratios, hover effects, one- or two-column layouts, margins and paddings. All design work must align with the functionality of the modules available within the Presspage Platform to ensure the best possible user experience. Final decisions regarding the feasibility of implementing any design element will be made solely by Presspage, based on technical and platform compatibility considerations.
Header & footer	1	The header and footer of the Newsroom are not supported with modules. There are two ways to seamlessly integrate the header and footer into the Newsroom: static or dynamic. The static version means Presspage will recreate the header and footer from a Customers' corporate website, unless technical limitations in the Customer's CMS prevent implementation, in which case an alternative solution will be discussed. The dynamic option allows the Customer to update the header / footer on the corporate website and these changes will be reflected on the Newsroom immediately. In order to implement this, a standalone header, footer and library file must be received. In practice, this means that the Customer must provide an online URL to a header.html, a footer.html and a head.html file. e.g. <a href="https://example.com/assets/header.html">https://example.com/assets/header.html</a> . The best option per scenario will be discussed with the implementation specialist from Presspage. Customer is responsible for (timely) providing the required HTML header/footer files. Delays in provision may impact delivery timelines, for which Presspage shall not be liable.
Article page	n/a	Articles are a content type within the Platform with a fixed structure, mostly used for news-related content. An Article's functional layout can be enhanced with modules, e.g. contact module, download module. There will be one design for all the Article pages. The Customer then has the flexibility of changing the functional layout on a case-by-case basis. The base Article Page design will be delivered by Presspage, including the additional selected modules - if applicable.
Custom pages (template)	3	Custom pages are another content type available in the Platform used for evergreen content like information on

3. Redesign		
Service	Quantity	Description
		Investor Relations, contact information or themed pages, for example. Custom pages can be enhanced with modules. Additional custom pages shall be scoped separately by Presspage.
Media library	1	The media library is a page with a specific framework and functionality that only allows minor customizations: font for the categories, descriptions, and content types; hover-over effect and color of buttons; aspect ratio of images; and download pop-up: font, styling buttons, hiding icons. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Archive page	1	The archive is a dynamically generated page based on tags. It has a specific framework and functionality that only allows minor customizations: aspect ratio thumbnails, font, button size, color and hover-over effect. There is an option to add a side column with additional modules. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Search result page	1	The search result page is a dynamically generated page that shows all the results of a keyword search. It contains a specific framework and functionality that only allows minor customizations: aspect ratio thumbnails, font, button size, color and hover-over effect. There is an option to add a side column with additional modules. This page is based on fixed platform functionality and only allows limited styling adjustments. Additional customization requests will be scoped by Presspage separately.
Customization	1	In case a specific design requirement can't be accommodated within the functional and design limitations of our Newsroom product, Presspage can override these limitations with a so-called Custom Module (subject to technical feasibility and prior written confirmation). Presspage allows one override per Newsroom. Examples include adding specific text to or removing from a module that can't be done with the existing functionality. Depending on the complexity of a custom module, a recurring maintenance fee may apply

3. Redesign		
Service	Quantity	Description
		- this is always discussed upfront by Presspage.
Feedback round	1-2	When the Newsroom template is ready for review, Presspage's implementation specialist will share a preview link. Based on this link, the Newsroom template can be reviewed (on all devices). Feedback can be sent to Presspage via a feedback sheet provided by the implementation specialist. The Customer is responsible for delivering the feedback within the agreed timeline, provided by the implementation specialist. The feedback given should not deviate from the original, approved design. New design requests will be out of scope. If they occur, the request will be scoped and charged separately. For projects up to 20 hours, one feedback round is included. For projects exceeding 20 hours, two feedback rounds are included. It is important to involve all relevant stakeholders in feedback. If additional feedback rounds are requested, these may be subject to additional charges, to be agreed in advance.

4. Change Request	
Service	Description
Definition	<p>Every significant design update on existing Newsroom(s) or email template(s) but not part of a Redesign, is considered a Change Request by Presspage. This includes but is not limited to: updates on the header &amp; footer, font changes, adding new modules with specific custom styling. These requests fall outside of the standard support service and will be scoped separately by the Implementation team and charged for. Presspage shall determine, in its own reasonable discretion, whether a requested change qualifies as a standard support service or should be scoped separately.</p>
Process	<p>Change Requests can be submitted as a support ticket through the Presspage Platform or via email to <a href="mailto:support@presspage.com">support@presspage.com</a>. The Customer will be informed within 5 business days by the Presspage team what the estimated hours will be for implementing the request. Change Requests should be made in writing by an authorized representative of the Customer.</p> <p>No implementation work shall commence without the Customer's written acceptance of the quoted scope and pricing. Quotes remain valid for thirty (30) days from the date of issuance unless otherwise stated.</p>

# Acceptable Use Policy

## **1. Introduction**

At Presspage, we are committed to providing a safe, respectful, and legally compliant environment for all our users. This Acceptable Use Policy ("Policy") sets out the rules governing the use of our services and is designed to protect the integrity, security, and reliability of our platform.

## **2. Scope**

This Policy applies to all Customers and Users accessing or using any services, products, software, or platforms provided by Presspage or its affiliates ("Presspage Services").

## **3. Prohibited Use**

You may not use the Presspage Services to:

- Violate any applicable laws, regulations, or third-party rights.
- Facilitate or do activities that (may) compromise the integrity, availability and/or the security of the Presspage Services or Presspage platform.
- Provide services to, or be used by or on behalf of, political parties, political movements, or affiliated organizations, including for the hosting, dissemination, or promotion of political content, campaigns, or messaging, regardless of the country of origin.
- Upload, store, or transmit content that:
  - Infringes on intellectual property or privacy rights;
  - Is discriminatory, offensive, or promotes hate speech;
  - Incites violence, harassment, or abuse;
  - Contains or promotes sexually explicit, pornographic, or adult content;
  - Promotes illegal or regulated industries, such as unauthorized weapons, tobacco, or (illicit) drugs;
  - Contains malware, ransomware, or harmful code (e.g., viruses, bots, worms, Trojans);
  - Shares personal data of minors or others without proper consent;
  - Promotes phishing, cracking, or other criminal activities;
  - Facilitates spam, unsolicited communications, or data harvesting.

## **4. Data Protection & Security**

Customers are responsible for ensuring that any personal data uploaded or processed through the Presspage Services complies with all applicable privacy and data protection laws, including the General Data Protection Regulation (GDPR) where relevant.

## **5. AI, Automation, and Third-Party Integrations**

Presspage offers optional AI-supported functionality (e.g., text drafting and reformulation tools powered by third-party service providers such as OpenAI). These tools are intended to assist Customers and Users in (written) content creation but are not a substitute for human oversight.

Customers and Users agree:

- Not to use AI-generated content in a way that is deceptive, misleading, or otherwise unlawful;
- To comply with all applicable laws and regulations related to the disclosure, labeling, or attribution of AI-generated content (e.g., informing audiences that text was AI-assisted, where required by law);
- That they are solely responsible for any content created, edited, or otherwise influenced by Presspage's AI-supported features;
- That they remain liable for ensuring such content complies with intellectual property, privacy, advertising, and consumer protection laws.

Use of AI or third-party integrations in a way that circumvents security controls, strains system performance, or violates this Policy is strictly prohibited.

## **6. Enforcement**

Violation of this Policy is a material breach of the Agreement with Presspage and may result in, without limitation:

- Temporary or permanent suspension (or denial) of access to the Services;
- Removal of (infringing or harmful) content;
- Notification to appropriate legal or regulatory authorities;
- Initiation of legal proceedings or claims for damages.

Presspage reserves the right to take any other action it reasonably deems necessary to protect its Service, platform, Users, or third parties from harm or legal risk.

## **7. Reporting Violations**

To report a violation of this Policy, please contact: [legal@presspage.com](mailto:legal@presspage.com).

## **8. Amendments**

We may update this Policy from time to time. The most recent version will always be available at <https://presspage.com/acceptable-use-policy>. Continued use of the Services constitutes acceptance of the revised Policy.