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:

Account:	a personal section that is managed by the Customer and is created when the Customer registers for the Service;
Agreement:	the agreement (of which these Terms and Conditions, the Data Processing Agreement, the Acceptable Use Policy as found on Presspage's website, and the Service Level Agreement form part) between Presspage and the Customer for access to and use of the Service via an Account;
Customer:	a legal entity with whom Presspage has entered into an Agreement to deliver the Services;
Customer Content:	all content, including but not limited to information, videos and photos, personal data, E-mails and Releases, uploaded by the Customer through the Service, with the exception of the Media Database.
Data Processing Agreement:	the Data Processing agreement ("DPA") between Presspage and Customer which forms an integral part of the Agreement.
IP Rights:	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;
Media Database:	a database containing media outlet and journalist (contact) information, accessible within the Account;
Newsroom:	the repository where all Releases reside;
Platform:	the platform created by Presspage through which the Services are provided;

Presspage:	PressPage, Inc., a Delaware corporation, having offices at 125 S. Clark Street, 17th Floor, Chicago, IL 60603 or any other entity as stated in the Agreement;
Presspage Mail:	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 "E-mail") to individual recipients and or groups of recipients;
Quote for Services:	The quotation offered by Presspage that has been accepted by the Customer.
Release(s):	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;
Service:	the services that Presspage provides to Customers through the Platform, including but not limited to Newsroom, Presspage Mail and Media Database with which the Customer may upload Customer Content;
Service Level Agreement:	the service level agreement ("SLA") between Presspage and User which forms an integral part of the Agreement;
Terms and Conditions:	these Terms and Conditions which forms an integral part of the Agreement;
User:	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 form part of all Agreements and govern any use made of the Service by the Customer and its User(s) as from September 1, 2022.

2.2.   In case the Customer allows the User direct access to the Service, the Customer accepts that the Customer is at all times responsible and liable for the use of the Service by the User via the Customer's Account. The Customer shall defend, indemnify and hold Presspage harmless from and against any and all damages, losses and costs arising directly or indirectly from and/or related to the use of the Service by the User via the Customer's Account.

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. A party 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 e-mail 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 will be responsible for keeping its username and password combination secret and shall ensure that the Users comply with this obligation.

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 is not permitted to perform any (non) functionality tests (e.g. security tests) without the prior written approval of Presspage.

3.6. The Customer will always act in accordance with the most current Acceptable Use Policy as stated on the Presspage website. Customer will be informed of any material change to the Acceptable Use Policy by E-Mail.

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 the Services may not materially derogate from the Parties´ explicit agreements in the Quote for Services in relation to the Service functionalities, specifications or purpose. 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 for the term of the Agreement in accordance with the terms of the Service Level Agreement.

4.4. In case of alleged defects that have been notified by Customer in accordance with the Service Level Agreement, Presspage shall rectify these defects in due time. In addition, Customer may claim the remedies that are granted in the Service Level Agreement, which will be the sole exclusive remedies in case of a Service defect. A notified defect qualifies as material breach in the sense of article 13.3 only, in case Presspage´s rectification efforts fail at least twice and in case such notified defect qualifies as "urgent" as defined in the Service Level Agreement.

5. Newsroom & Release

5.1. The Customer is aware of and accepts that Presspage has no knowledge of the Newsroom and Release created and made available by the Customer via the Service. Presspage does not inspect and/or edit the Newsroom, Customer Content and Releases 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 Releases and its content.

5.2. The Customer undertakes not to make any Newsroom and Release available that conflicts with any applicable legislation or regulations; or that conflicts and/or is in breach with other provisions of these Terms and Conditions.

6. Presspage Mail

6.1. The Customer understands and agrees that Presspage Mail makes use of services provided by MailGun Technologies, Inc, ("MailGun"). Presspage has no knowledge of the content of Presspage Mail and functions solely as processor within the meaning of the applicable data privacy laws insofar the Customer transfers content, any personal data and/or information to Presspage Mail.

6.2. Presspage will use reasonable efforts to deliver the E-mail messages, but does neither warrant nor guarantee successful delivery. Third party filtering services and other policies of recipient mail services may prevent successful delivery of messages.

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 applicable data privacy laws insofar the Customer transfers content, any personal data and/or information from the Media Database to the Platform (third-party beneficiary).

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. Customer is prohibited to commercialize, including but not limited to sell, rent, trade, lease, copy, download, export or store, (access to) the Media Database other than for the express purposes under article 7.3. The Customer is not allowed to provide access to the Media Database to third parties.

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. 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, if applicable 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 stated in the Quote for Services. Unless otherwise expressly provided, all the prices stated are exclusive of, if applicable, VAT, sales tax, or other charges imposed by the authorities and administrative charges.

8.2. The parties will record in the Agreement the date or dates on which Presspage will charge the Customer the fee for the Services. The Customer will pay the invoices in accordance with the payment conditions recorded in the invoice. Absent a specific arrangement, the Customer will make payment within thirty days of the invoice date. The Customer will not be entitled to set off or suspend any payment, unless Presspage has acknowledged the underlying counterclaim of Customer or such counterclaim has been finally adjudicated by a court of competent jurisdiction.

8.3. Once a year, Presspage increases the prices for the Services with 6% in accordance with this article 8.3 to compensate for e.g. increases in personnel, operating and comparable costs and to compensate improvements of the Service that have been introduced by Presspage during the term of the Agreement. Presspage shall notify the Customer of the price increase in writing three months prior to the implementation of the price increase; the price increases shall not apply to periods for which the Customer has already made payments. An increase of the prices within the initial period of the Agreement shall not be permitted.

8.4. Presspage has the right to charge the Customer for services performed outside the scope of the Terms and Conditions and/or the Service Level Agreement against an hourly rate of $ 200,-.

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, nonexclusive license to use, 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, nonexclusive, 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 though not limited to any IP Rights) and/or is otherwise wrongful.

9.5. Upon the termination of the use of the Service being effective, Customer Content will stay available for download by Customer in the Account and in a format specified by Presspage, for a period of 1 month, after which the Account and Customer Content will be permanently deleted by Presspage. During this month, this Agreement shall continue to remain in full force and effect.

10. Confidentiality

10.1. Parties ensure that all information – such as data, designs, documentation, software – received from the other party and is known or should have been known by the receiving party as confidential, is kept strictly confidential. The receiving party shall use such confidential

information solely for the purposes it was provided for and shall not disclose or otherwise dispose of such confidential information to third parties, unless it is obliged to do so by legal requirement or verdict. In that case the disclosing party shall inform the other party of the legal requirement or verdict, unless laws prohibit such notice.

10.2. The receiving party will use all reasonable efforts to safeguard the confidential information of the other party, in the same way and on the same level as it would safeguard its own confidential information.

10.3. All copies, extracts and notes thereof made by the receiving party shall remain the other party's property and shall be treated as confidential information of the other party. Upon termination of this Agreement, the receiving party shall, at the request of the other party, promptly return to the other party all confidential information of the other Party which the receiving party may then have in its possession.

11. Privacy

11.1. In the context of the use of the Service, the Customer will provide Presspage personal data. Presspage will process and use such personal data in accordance with the Data Processing Agreement between Customer and Presspage and the Privacy Statement.

11.2. The Customer realizes and acknowledges that the username that it stated during the registration procedure could appear in the Newsroom and/or Releases published and that any personal data contained in the username can therefore be made public.

11.3. Both the Customer and Presspage are compliant with all applicable privacy laws.

12. Limited Liability

12.1. Presspage's liability for an attributable breach to perform this Agreement, or for an unlawful act or any other act or omission by Presspage, its employees or third parties engaged by it, explicitly including any failure to perform a guarantee obligation agreed with Customer and any indemnification obligation, is limited to compensation of direct damages only. Presspage's total, cumulative liability for direct damages will never exceed 50% of the payments received from Customer in the preceding 12 months of the date on which the damages first occurred.

12.2. Direct damage means, exclusively:

12.2.1. reasonable expenses that Customer would have to incur to make Presspage's performance conform to the Agreement, unless the Agreement is rescinded by Customer;

12.2.2. reasonable expenses incurred by Customer to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement; and

12.2.3. reasonable expenses incurred to prevent or mitigate damage, insofar as they relate to direct damage within the meaning of this Agreement.

12.3. Presspage shall not be liable for any indirect, special or consequential loss arising out of or related to this Agreement, including any loss of profits, loss of contracts or loss of opportunity (whether direct or indirect) arising out of or related to this Agreement.

12.4. The liability for loss of Customer Content or any other data or information is limited to the effort required to restore such data or information if Customer had made backups at reasonable intervals considering the criticality of the Customer Content, data and information.

12.5. Presspage accepts no liability whatsoever for the Customer Content and therefore also not for any damage among Customers or third parties that is due to errors in the Customer Content.

12.6. Customer defends, indemnifies and holds Presspage harmless from and against any and all third party claims, on any ground whatsoever, for reimbursement of damages, losses, costs or interests related to or arising from his use of the Service and/or any violation of the Agreement.

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.

13.2. In the event that the Customer purchases other Services during the term of the Agreement, the Agreement regarding the use of those additional Services will be concluded for the remaining term of the initial Agreement and will be extended in accordance with article 13.1.

13.3. Apart for 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. In the event of termination, any performance already delivered and the payment obligations related to it will not be the subject of reversal. Amounts invoiced by Presspage before the termination in connection with anything that it has already performed or delivered in implementing the Agreement will continue to be owed and will become immediately due and payable at the time of the termination.

13.5. Upon termination of the Agreement for any reason whatsoever, the Customer's right to use the Service will end immediately and his access to the Service will be terminated immediately. Upon termination, Presspage may immediately remove the Account, including the Newsroom and/or Customer Content. After termination, Presspage will not be required to provide any information, material and/or Customer Content to the Customer, without prejudice to article 9.5.

13.6. Articles 6.1, 7.1, 9, 10, and 12 will survive the termination.

14. Notification

14.1. In order to put an end to the violation of third party rights as soon as possible, Presspage has developed a procedure by means of which the presence on the Presspage's website and/or the Newsroom and/or Release(s) of allegedly wrongful material can be notified to Presspage: the Notification of Alleged Wrongful Material www.Presspage.com/notify.

14.2. Presspage is not liable for any loss related to the wrongful use of the Service. Presspage will merely be required, subject to the conditions stated below, to remove obviously wrongful material after receipt of a Notification.

14.3. Presspage will be liable only if it fails to block the material in question or to put an end to the wrongful act, unless it has actual knowledge by means of the Notification of the fact that the material or the activity is obviously wrongful.

14.4. Presspage reserves the right not to comply with a request to block material or to put an end to an activity if it has valid reason to doubt the correctness of the Notification or the lawfulness of the evidence provided, or if it is not required to do so on the basis of a weighing of interests. In that context, for instance, Presspage may require a judgment of a competent court in the State of New York, which judgment proves that the material in question is unmistakably wrongful.

14.5. Presspage will not in any manner be a party to a dispute between a Customer and a third party that files a Notification.

14.6. The Customer acknowledges that Presspage and all its affiliated businesses, as well as its Board of Directors, Directors, employees, representatives and legal successors is/are not liable for any third party claims related to the blocking or removal of material. This also relates to all losses and costs incurred or yet to be incurred by Presspage or that Presspage may incur in connection with such a claim, including but not limited to reimbursement of the agreed costs of legal assistance.

15. Miscellaneous

15.1. The Agreement and any disputes arising in connection with it (including any non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the State of New York and the parties shall submit to the exclusive jurisdiction of the New York State Court. All disputes between User, Customer, and Presspage shall be finally and bindingly resolved under the International Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. 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 these Terms and Conditions are or become partially invalid, the Customer and Presspage will remain bound by the other provisions. Presspage will replace the invalid part with provisions that are valid and whose legal consequences, in light of the content and scope of these Terms and Conditions, are as similar as possible to those of the invalid part.

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 at any time during the term of the Agreement amend or supplement these Terms and Conditions (hereinafter collectively referred to as amendment). The Customer will be notified in writing of these amendments, in which notification amendments will be mentioned. These new Terms and Conditions will be applicable as of the next renewal date of the Customer.

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 Processors Agreement is a part;
- Within the context of the performance of this contract, Presspage is deemed a processor within the meaning of Section 4(8) of the GDPR and Controller is deemed a controller within the meaning of Section 4(7) of the.
- 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 Section 28, third paragraph of the GDPR.

Agree to the following

1. Definitions

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

Agreement	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.
GDPR	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).
Personal Data	All information relating to a Data Subject as referred to in Section 4(1) GDPR.
Personal Data Breach	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.
Data Subject	The identified or identifiable natural person to whom the Personal Data pertain, as referred to in Article 4(1) GDPR.
Processing Agreement	This Processing Agreement and all appendices thereto, as referred to in Article 28(3) GDPR.

Processing	*As well as conjugations of this verb:* the processing of Personal Data as referred to in Section 4(2) GDPR.
Sub-processor	The subcontractor, engaged by the Processor to perform specific processing activities at the Controller's expense, as referred to in Section 28(4) GDPR.
Third-party	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 Processing Agreement. With regard to the processing of Personal Data, the provisions of this Processing Agreement prevail.

2. Applicability and duration

2.1. This Processing Agreement is applicable to every Processing done by the Processor on behalf of the Controller, in the context of the Agreement.

2.2. This Processing Agreement forms a supplement to the Agreement and replaces any arrangements agreed earlier between the Parties in respect of the Processing of Personal Data.

2.3. This Processing Agreement shall be deemed to have commenced on the starting date of the Agreement and continues indefinitely until one month after the expiration and/or termination of the Agreement. After this month, the Account and Customer Content will be permanently deleted and Processor will cease the Processing of Personal Data.

2.4. This Processing Agreement cannot be terminated separately from the Agreement.

3. Processing of personal data

3.1. The Controller and the Processor have concluded the present Processing Agreement for the Processing of Personal Data in the context of the Agreement. An overview of the types of Personal Data, the categories of Data Subjects and the nature and purpose of Processing is included in **appendix 1**.

3.2. The Processor undertakes to Process Personal Data only for the purpose of the activities referred to in this Processing Agreement and/or the Agreement. The Processor will not use the Personal Data which it Processes under this Processing Agreement for its own or third-party purposes in any way without the Controller's express written consent, unless a legal provision requires the Processor to do so. In such case, the Processor shall immediately inform the Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

3.3. The Processor is entitled to outsource the Processing on the Controller's instruction to Sub-processors, either wholly or in part, which parties are described in **appendix 2**. In case the Processor wishes to enable other Sub-processors, the Processor will inform the Controller of any intended changes concerning the addition or replacement of other Sub-processors. The Controller needs to object to such changes within five (5) working days.

3.4. Where the Processor engages a Sub-processor, the same data protection obligations as set out in this Processing Agreement shall be imposed on that Sub-processor by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that Processing will meet the requirements of this

Processing Agreement.

3.5. The Processor will only be permitted to transfer Personal Data outside the European Economic Area if this is done in compliance with the applicable statutory obligations.

3.6. The Processor is solely responsible for the Processing of Personal Data under this Processing Agreement, in accordance with the legitimate instructions of the Controller and under the express (final) responsibility of the Controller. For all other Processing of Personal Data, including but not limited to the collection of Personal Data by the Controller, Processing for purposes not reported to the Processor by the Controller or not included in this Processing Agreement, Processing by third parties and/or for other purposes, the Processor is not responsible or liable. Responsibility and liability for these Processing activities rest exclusively with the Controller.

4. Technical and organisational security measures

4.1. The Processor will implement (or arrange the implementation of) appropriate technical and organisational measures to ensure a level of security appropriate to the risks. These measures will guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks entailed by Personal Data Processing and the nature of the data to be protected. The Processor will, in any case, take measures to protect Personal Data against accidental or unlawful destruction, accidental or deliberate loss, forgery, unauthorized distribution or access, or any other form of unlawful Processing.

4.2. The Processor will provide a document which describes the appropriate technical and organizational measures to be taken by the Processor. This document will be attached to this Processing Agreement as **appendix 3**. The Controller acknowledges having taken cognizance of the relevant measures and by signing this Processing Agreement, the Controller agrees with the measures taken by the Processor. The Processor is entitled to amend and/or replace certain security measures, while maintaining an equivalent level of security.

5. Audit

5.1. When so requested by the Controller, the Processor will enable the Controller, or experts (including external experts) designated by the Controller, to inspect and audit the implementation of this Data Processing and, in particular, the security measures taken by the Processor, at most once per calendar year, subject to a reasonable notice and with written permission of the Processor, to adequately monitor compliance with what has been agreed between the Parties. Such an audit will at all times be carried out in a manner that has as little effect as possible on the normal business operations of the Processor. Such audit shall be undertaken at the expense of the Controller.

5.2. The audit in Article 6.1 of this Processing Agreement, will only take place if the Controller has requested and assessed similar audit reports available at the Processor and the Controller provides reasonable arguments that justifies an audit initiated by the Controller. Such an audit is justified when similar audit reports present that the Processor gives no or insufficient information about compliance with this Processing Agreement.

5.3. In case the Processor is of the opinion that an instruction relating to the provisions of this Article 6 infringes the GDPR or other applicable data protection legislation, the Processor will inform the Controller immediately.

6. Personal Data breach

6.1. In the event the Processor becomes aware of a Personal Data Breach it i) will notify the Controller without undue delay, and ii) will take all reasonable measures to prevent or limit (further) violation of the GDPR.

6.2. The Processor will, insofar as reasonable, provide all reasonable cooperation requested by the Controller in order for the Controller to comply with its legal obligations relating to the identified incident.

6.3. The Processor will, insofar as reasonable, assist the Controller with the Controller's notification obligation relating to the Personal Data to the Data Protection Authority and/or the Data Subject, as meant in Section 33(3) and 34(1) GDPR. The Processor is never held to report a Personal Data breach with the Data Protection Authority and/or the Data Subject.

6.4. The Processor will not be responsible and/or liable for the (timely and correctly) notification obligation to the relevant supervisor and/or Data Subjects, as meant in Section 33 and 34 GDPR.

7. Confidentiality

7.1. The Processor will require the employees that are involved in the execution of the Agreement and the Processing Agreement to sign a confidentiality statement – whether or not included in the employment agreement with those employees – which in any case states that these employees must keep strict confidentiality regarding the Personal Data.

8. Cooperation

8.1. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of Data Subjects under the GDPR. The Processor will forward a complaint or request from a Data Subject with regard to the Processing of Personal Data to the Controller as soon as possible, as the Controller is responsible for handling the request. The Processor is entitled to charge any costs associated with the cooperation with the Controller.

8.2. The Processor will, insofar as reasonably possible, provide all reasonable cooperation to the Controller in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Section 35 and 36 GDPR).

8.3. The Processor will provide the Controller with all the information reasonably necessary to demonstrate that the Processor fulfills its obligations under the GDPR. The Processor is entitled to charge any possible costs with the Controller.

9. Liability

9.1. With regard to the liability and indemnification obligations of the Processor under this Processing Agreement the stipulation in the Agreement regarding the limitation of liability applies.

9.2. Without prejudice to article 9.1 of this Processing Agreement, the Processor is solely liable for damages suffered by the Controller and/or third-party claims as a result of any Processing, in the event the specific obligations of the Processor under the GDPR are not complied with or in case the Processor acted in violence of the legitimate instructions of the Controller.

10. Termination

10.1. If this Processing Agreement and/or the Agreement ends in any manner whatsoever, and/or when the Controller so requests, the Processor will, unless mandatory law provides otherwise and without prejudice to article 2.3 of this Processing Agreement:

a) cease all use or other Processing within the meaning of the GDPR of the Personal Data, unless the Controller requests the Processor to continue the Processing; and

b) ensure in any case within thirty (30) working days, or within a period agreed between the Controller and the Processor, that all documents and/or other information carriers which contain and/or relate to Personal Data (including all copies in any form whatsoever) are, at the Controller's discretion, (i) returned to the Controller in a format specified by the Processor and/or (ii) destroyed at the Controller's written request.

11. Final provisions

11.1. With respect to the Processing of Personal Data, in the event of any conflict between the provisions of the Processing Agreement and the Agreement and/or other applicable terms and agreements, the provisions of this Processing Agreement prevail.

11.2. Obligations under the Processing Agreement that are intended by their nature to continue after termination of this Processing Agreement will continue to apply after termination of this 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 Processing Agreement and/or the Agreement.

The duration: set out in article 2.3 of this Processing Agreement.

The nature and purpose

The Processor provides services to the Controller according to the Agreement concluded between the Controller and the Processor. The Processor processes Personal Data on behalf of the Controller for the purpose of performing the Agreement.

The types of Personal Data to be processed

Data categories (not limitative):

- E-mail addresses
- Name, Address and City data
- Any personal information within press releases
- All 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
- Visitors of the Services
- Contact lists (PR related)
    - Journalist contacts, from the Agility Media Database

Locations of data processing

Presspage Database: Frankfurt, Germany

Mailgun: US Region

Agility PR Solutions: Canada

Appendix 2: Sub-processors

The Processor makes use of the following Sub-processors:

Company Sub-processor	Service
Mailgun	Provide the Presspage Mail Service.
Amazon Web Services	Virtual servers and containers on which our database is stored.
Agility PR Solutions	Provide the Media Database Service

The Processor has entered into (sub) processing agreements with these Sub-processors.

Appendix 3: Technical and Organizational Measures

Pseudonymization and encryption of personal data
Measures:
- Pseudonymisation en encryption of personal data

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)
- 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

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

Appendix 4: Service Level Agreement

This document outlines the service levels 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 problems with the Service detected by Presspage and/or submitted by clients, and provide a fix or workaround to the problem, within the timeframes set forth below. Clients must acknowledge that there can be no guarantee with respect to the maximum time required to fix a problem.

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

* A defect that disrupts all or significant service to the client, 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.

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 will provide customer access to the SaaS production application on a twenty four hour, seven days a week (24×7) basis at an annual average rate of 99.9% ("SaaS Services Uptime Metric") during the contractual period.

The SaaS Services Uptime Metric commences on the Go Live Date. "The Go Live Date" is the date at which the customer's representative publishes the complete news environment (read: newsroom), and all users on the customer side have become familiar with software by means of the online kickoff training provided by Presspage.

3. Measurement method

On a (calendar) quarterly basis, the SaaS Services Uptime Metric will be defined using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,198 actual hours available / 2,200 possible available hours = 99.9% availability). An "outage" is defined as two consecutive monitor failures within a five minutes period, lasting until the condition has cleared.

The SaaS Services Uptime Metric shall be measured using two neutral third party services.

4. Recovery time

As the Presspage platform is hosted in multiple datacenters worldwide, a complete outage is very rare. However, in case of a severe disruption of service an emergency protocol can be activated when all other potential solutions have been depleted. This protocol will recover the entire Presspage platform within 2 hours, using an array of backups.

5. Reporting
Presspage will provide uptime metrics upon customer request of the last full calendar quarter. If a customer does not agree with the uptime metrics provided, written notice of the dispute must be provided to Presspage within fifteen (15 days) of receipt of the uptime report.

6. Boundaries and exclusions

The SaaS Services Uptime Metric shall not apply to performance issues caused by the following:

1. Overall Internet congestion, slowdown, or unavailability;
2. Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks;
3. Force majeure events as described in the terms of agreement;
4. Actions or inactions of Customer (unless undertaken at the express direction of Presspage) or third parties beyond the control of Presspage;
5. A result of Customer equipment or third party computer hardware, software, or network infrastructure not within the sole control of Presspage;
6. Scheduled SaaS infrastructure maintenance.

7. Software-as-a-Service credits

Presspage exceeding, meeting, or failing to meet the service uptime metrics as measured over any full calendar quarter may be reflected in adjustments to the duration of the initial contract period (12 months) for the service pursuant to the following schedule ("Service Credits"):

Quarterly SaaS Rating	Rating	SaaS Credit Service
Between 99.9% - 100%	Meets goals	
Between 99.0% - 99.9%	Tolerable	One (1) month extension of the term of the SaaS contract at no cost to the customer.
Below 99.0%	Unacceptable	Two (2) month extension of term of the SaaS contract at no cost to the customer.

The SaaS Service Credits shall be cumulative and extend the initial term of the SaaS agreements at no cost to the Customer. Therefore, any renewal of SaaS agreement shall be effective after SaaS Service Credits have been fully utilized. The annual Service Credits are capped at three (3) months per annum.

8. Support

Clients of Presspage can get on-demand support by phone, e-mail (accountmanager) and the built-in ticket system. Support is available in EU/US office hours, providing significant coverage.

The ticket system is the preferred channel, as our account managers and developers get instant updates on any activity and can balance the load. Depending on the type of request however, a phone call or elaborate email (with attachments) might be needed.