



This agreement (this “**Agreement**”) is entered into on 17-9-2025 by and between Agence France-Presse, a French entity with its principal place of business located at 11-15, place de la Bourse, 75002, Paris, France and a local office located at Lebanon – Beirut – Hamra – Rome Street – Immobiliere 209 Bldg. (“AFP”), and **TELE LIBAN** with its principal place of business located at Lebanon – Beirut – Tyallet El Khayyat – El Rachidine Street. (“**Subscriber**”). AFP and Subscriber are individually referred to as a “Party” and collectively as the “Parties”.

WHEREAS, AFP is an international wire service which provides texts, photos, videos and graphics to subscribers on a worldwide basis and Subscriber wishes to receive some of the information products and services provided by AFP,

WHEREAS, the Specific Conditions below and the General Conditions attached constitute the entire Agreement between the Parties,

NOW THEREFORE, AFP and Subscriber, in consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound hereby agree as follows:

### **SPECIFIC CONDITIONS**

<b>MATERIAL</b>	<p><b>1. For main use on the TV Properties</b></p> <p>The following products:</p> <ul style="list-style-type: none"><li>- Arabic General Service.</li><li>- Sports Service in Arabic.</li><li>- ETRF French wire.</li><li>- AFPTV Newsrooms with English and French metadata</li><li>- AFPTV Digital in French ready-to-publish videos</li><li>- AFPTV Live Select (multiple feeds by IP).</li><li>- AFPTV Sports</li><li>- AFP Agenda in full mode (consultation only)</li></ul> <p><b>2. For main use on the Digital Properties and Social Media Channels</b></p> <p>a) The following products</p> <ul style="list-style-type: none"><li>- Arabic General Service.</li><li>- Sports Service in Arabic.</li><li>- ETRF French wire.</li><li>- AFPTV Newsrooms with English and French metadata</li><li>- AFPTV Digital in French ready-to-publish videos</li><li>- AFPTV Live Select (multiple feeds by IP).</li><li>- AFPTV Sports</li><li>- AFP Agenda in full mode (consultation only)</li></ul>
<b>SUBSCRIBER SERVICES</b>	<p><b>1. TV Properties:</b> Subscriber owned and operated TV stations which are branded Tele Liban and are under Subscriber's editorial, legal and operational control.</p> <p><b>2. Digital Properties:</b> the websites and applications which are exclusively branded in the name of Subscriber, and are under Subscriber's editorial, legal and operational control. The websites are available at <a href="https://www.teleliban.com.lb/">https://www.teleliban.com.lb/</a></p> <p><b>3. Social Media Channels:</b> listed in Exhibit B</p>

LICENSE	<p><b>1. Use in the Services:</b></p> <p><b>a) Use of the Material in TV Programs:</b></p> <p>Subscriber shall use the Material listed under "For main use on the TV Properties", incorporated "As Source" in Derived Material (TV Programs), and Distribute such Derived Material for editorial news purposes:</p> <ul style="list-style-type: none"> <li>- <b>Via linear distribution of the TV Properties:</b> <ul style="list-style-type: none"> <li>- through terrestrial or satellite broadcast, DTT, cable, OTT, IPTV, operators,</li> <li>- on the Digital Properties</li> <li>- on Social Media Channels</li> <li>- but excluding any public digital signage.</li> </ul> </li> <li>- <b>Via non-linear distribution in Catch-up or VOD services on the Digital Properties and Social Media Channels</b>, provided the Subscriber branded TV Program is not edited (other than for formatting purposes) and it is made available in-context of the original TV Program Distributed via the TV Properties. Only the full, original, Subscriber branded TV Program can be made available.</li> <li>- <b>As an additional digital use in a web format (Digital Program) on the Digital Properties and Social Media Channels</b>, provided the Subscriber branded TV Program is not edited (other than for formatting purposes and/or for length) and it is made available in-context of the original TV Program Distributed in the TV Properties.</li> <li>- <b>Extended license:</b> Subscriber may rebroadcast the TV Programs on the TV Properties, under its sole responsibility, for the duration of the Agreement, provided the Material is not stripped out (in whole or in part) from the TV Program to create a new program but it is rebroadcast as part of and in context of the original TV Program Distribution.</li> </ul> <p><b>b) Use of the Material directly on the Digital Properties (and Social Media Channels at the same time)</b></p> <p>Subscriber shall use the Material listed under "For main use on the Digital Properties and Social Media Channels", "As Is" or "As Source" in Derived Material (such as Digital Programs or multimedia stories), and Distribute such Material or Derived Material for editorial news purposes in the Digital Properties, subject to the following limitation: 500 photos/videos/stories per month from the wires listed in paragraph "For main use on the Digital Properties and Social Media Channels".</p> <p>The Material or Derived Material already posted on the Digital Properties may also be posted on Social Media Channels, provided that:</p> <ul style="list-style-type: none"> <li>- Digital Programs or Social Stories posted on Social Media Channels are identical to Digital Programs or Social Stories made available on the Digital Properties (they can only be edited for length or for formatting purposes – e.g. vertical format)</li> <li>- Multimedia stories are posted for preview purposes only, with a hyperlink back to the Digital Properties. Subscriber shall only have the right to use on the Social Media Channels (i) the title and/or first paragraph of the stories edited by Subscriber using AFP Material As Source (Derived Material) and/or (ii) photos in context with the same news story as published in the Digital Properties (either the title/first paragraph of Derived Material as set forth in (i) above or a news story not based on AFP Material)</li> <li>- Use of AFP Material on Social Media Channels is subject to the provisions of section 2.10 of the General Conditions</li> <li>- The number of stories/photos and videos used for posts on Social Media Channels is limited to the lower of (i) the quota limitation set forth for use on the Digital Properties or (ii) five hundred (500) stories</li> </ul>
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	<p>or photos, Social Stories or videos per month.</p> <p><b>2. No rights are granted to Subscriber for distribution or syndication of Material (As Is or incorporated As Source in Derived Material) to third parties, other than as set forth in this Agreement.</b></p> <p><b>3. AFP Agenda in full mode:</b> Notwithstanding the rights granted above, the content of the AFP Agenda product is for consultation purposes only, for internal use, without any right of exploitation, reproduction, representation or redistribution during the Term of the Agreement.</p> <p>For the avoidance of doubt, the content of the AFP Agenda product shall not be displayed in the Services or the Social Media Channels.</p> <p><b>4. Specific provisions applicable to the use of Live videos:</b> In addition to the provisions set forth under the General Conditions in relation to Live videos (in particular, section 2.3, articles (ii) and (iv) and section 2.4), the following conditions shall apply:</p> <ul style="list-style-type: none"> <li>- The use of Live videos on the Subscriber Services must be made event by event. The live feeds are not edited and should not be streamed continuously. Subscriber shall exercise editorial control on what is being streamed on the Subscriber Services at all times.</li> <li>- Subscriber may edit, modify or dub the Live videos solely to the extent required to format the Live videos into its Services and in accordance with the rights granted under this Agreement.</li> <li>- On-screen credit to AFP is mandatory during a live feed of the Live videos on the Social Media Channels.</li> </ul> <p><b>5.</b> The rights granted under this License are strictly construed. No additional rights are granted to publish the AFP Material and/or Derived Material on any other Subscriber owned channel, website, platform, application or social media channel or any third-party platform, channel, broadcaster, other than those defined and authorized in this Agreement.</p>						
<b>SPECIAL CONDITIONS ATTACHED TO THE USE OF MULTIMEDIA CREDITS</b>	<p>See section 5 of the General Conditions.</p> <p>If Subscriber has subscribed to a Pack Without Commitment, articles 6.2, 7, 8.1, and 9.2.2, of the General Conditions are not applicable.</p>						
<b>LICENSE FEE</b> (excluding all taxes and duties)	<p>The interest rates specified in the provisions of article 6 "Prices and Payment" relating to the application of an interest charge in case of late payments shall be the legal interest rate.</p> <p>In consideration for the license rights granted and delivery of the AFP Material, Subscriber shall pay AFP the following fees:</p> <table border="1" data-bbox="633 1664 1449 1907"> <thead> <tr> <th data-bbox="633 1664 1013 1727">Material</th> <th data-bbox="1013 1664 1176 1727">Period</th> <th data-bbox="1176 1664 1449 1727">Monthly fee (excl all taxes and duties)</th> </tr> </thead> <tbody> <tr> <td data-bbox="633 1727 1013 1907">The AFP Products specified in the "Material" section.</td> <td data-bbox="1013 1727 1176 1907">Initial Term: 1-10-2025 To 30-9-2026</td> <td data-bbox="1176 1727 1449 1907">2000 USD/month</td> </tr> </tbody> </table>	Material	Period	Monthly fee (excl all taxes and duties)	The AFP Products specified in the "Material" section.	Initial Term: 1-10-2025 To 30-9-2026	2000 USD/month
Material	Period	Monthly fee (excl all taxes and duties)					
The AFP Products specified in the "Material" section.	Initial Term: 1-10-2025 To 30-9-2026	2000 USD/month					

		+ Extension Terms	subject to Section 6 of the General Conditions for Extension Terms.
			<p>The AFP News platform allows Subscriber to subscribe to a Pack of multimedia credits as fully described in section 5 of the General Conditions.</p> <p><b>AFP Agenda product fee:</b></p> <p>The license of the AFP Agenda product, as described above, will exceptionally be granted for free during the Term of the Agreement.</p> <p><b>Payment:</b></p> <p>Subscriber shall pay the above-mentioned fees to AFP at the Beirut office beginning 1-10-2025. The fees shall be due by the first of each month upon receipt of a written invoice. <b>The invoice will be paid in Lebanese pounds by bank transfer based on the market exchange rate on the day of the invoice.</b></p>
<b>EFFECTIVE DATE and TERM</b>	<p>This Agreement shall commence on 1-10-2025 (the "<b>Effective Date</b>") and run until 30-9-2026 inclusive (the "<b>Initial Term</b>").</p> <p>Once the Initial Term has expired, this Agreement will be automatically renewed for consecutive additional one-year periods ("<b>Extension Terms</b>"). Either Party may request termination of the Agreement with effect at the end of a Term, by giving written notice to the other Party not less than three (3) months prior to the end of the current Term.</p>		
<b>NOTICES – CONTACT PERSON</b>	<p>Notices to AFP: Elie ABOU HABIB Agence France-Presse</p> <p>Notices to Subscriber: Dr. Elissar NADDAF</p>		
<b>DELIVERY METHOD</b>	<p>AFP shall deliver the Material to Subscriber in the following manner:</p> <ul style="list-style-type: none"> <li>• <b>Via satellite.</b></li> <li>• <b>Via the internet:</b> AFP News AFP shall issue Subscriber with a dedicated user ID and password to access the Material via AFP News at <a href="http://news.afp.com">news.afp.com</a>. Subscriber shall always keep this user ID and password confidential and shall allow its use by authorized personnel only.</li> <li>• <b>Delivery of "Live videos"</b> Live videos are delivered via IP, as described in the AFP technical documentation provided or as indicated to Subscriber upon the start of the delivery, through (1) One delivery point. Subscriber is renting One (1) decoder from AFP.</li> </ul> <p>Subscriber will provide AFP with an email address and all required information so that AFP can grant Subscriber a dedicated user ID and password to access the AFPTV Live platform.</p> <ul style="list-style-type: none"> <li>• The product <b>AFP Agenda</b> can be accessed via the AFP News platform.</li> </ul> <p>In the event of any delivery problems, Subscriber should request technical assistance by contacting AFP's office in [town, country] at [phone number],</p>		

	AFP's Technical Department in [regional office] at [regional office's technical dept's phone number] or in Paris (24/7) at +33.1 4041 4982, email: [email address]
<b>GOVERNING JURISDICTION</b>	LAW and This Agreement shall be governed by and construed in accordance with the laws of Lebanon, and the Parties consent to jurisdiction of the competent Beirut Courts.

**AGENCE FRANCE-PRESSE**

**SUBSCRIBER**

By: Lebanon Commercial Manager  
Name: Elie ABOU HABIB

By: CEO  
Name: Dr. Elissar NADDAF



## **AFP GENERAL CONDITIONS**

### **1. Definitions.**

“**AFP Material**” or “**Material**” means the texts, data, graphics, photos, Videos and/or Live videos, and underlying works, produced by AFP or Third-Party Providers and listed in the Specific Conditions.

“**AFP Agenda**” means an online diary, available on a single platform which lists news events from around the world and informs clients how AFP journalists plan to cover them

“**Agreement**” means this license agreement composed of Specific Conditions and General Conditions, as well as any documentation expressly incorporated by reference therein and shall include any amendments or addenda that may subsequently be agreed upon between the Parties in writing.

“**As Is**” means the incorporation into the Services, of items of Material including (but not limited to) stories, photographs, graphics and videos, in their entirety, without making substantial alterations to the original item. For the avoidance of doubt, “As Is” shall encompass insubstantial alterations performed by Subscriber for reasons of style, size or localization (meaning the adapting of terms/phrases for Subscriber’s local audience) which do not distort the meaning of the Material and editing for length to produce a news brief.

“**As Source**” means the selective incorporation of items of Material into Derived Material created by Subscriber, combining the Material with information from other sources to prepare Derived Material. For the avoidance of doubt paraphrasing or summarizing a complete story, editing a story or audio-visual content for length only, or making only minor alterations to a story or audio-visual content is not a use of AFP Material “As Source”.

“**Delivery Method**” means the systems and/or platforms for delivery of the AFP Material to Subscriber, as indicated in the Specific Conditions.

“**Derived Material**” means a Subscriber’s original, fully produced, editorial content, such as an audio-visual content (TV Program, Digital Program) or a story, incorporating any AFP Material or created using AFP Material “As Source”, and Distributed on Subscriber Services.

“**Digital Program**” means Derived Material produced for main use and Distribution under Subscriber brand on Digital Properties and/or Social Media Channels.

“**Distribute**” means to broadcast, communicate, display, exhibit, perform, post, publish or simulcast the Material.

“**Distribution**” shall be interpreted accordingly.

“**Effective Date**” has the meaning ascribed to it in the Specific Conditions.

“**End-Users**” means individuals who access the Material or Derived Material for personal, non-commercial use.

“**Fact Checking Content**” means the text stories written by AFP journalists (the “**AFP Content**”) enriched with photos, infographic, tweets, social media content or videos, official and institutional content, etc. (the “**Third Party Content**”). AFP chooses subjects according to their editorial interest, the extent of their dissemination, and/or their presence in public debate, and submits them to factual verification which it describes step by step.

“**Live videos**” means the videos produced “live” by AFP as part of the AFPTV Live Essential or AFPTV Live Select feeds (depending on Subscriber’s subscription) and delivered to Subscriber in order to be broadcast live during an event.

“**Service(s)**” means Subscriber’s service(s) for the purposes of which a license to use AFP Material is hereby granted as described in the Specific Conditions (TV Properties, Radio

Properties, Print Publication, Digital Properties, as applicable).

“**Social Media Channels**” means Subscriber’s primary and official account, page or other presence on those authorized social media networks or content distribution platforms identified in the Specific Conditions and listed in Exhibit B.

“**Term**” means the whole duration of the Agreement including the Initial Term and any Extension Terms as described in the Specific Conditions.

“**Territory**” has the meaning ascribed to it in the Specific Conditions.

“**Third-Party Provider**” means any third party whose Material is made available under the Agreement.

“**Third-Party Provider Content**” means Material provided to AFP by a Third-Party Provider.

“**TV Program**” means Derived Material produced for main use and Distribution under Subscriber brand on TV Properties.

“**Videos**” means the videos produced by AFP or its licensors, which may be made available to Subscriber as part of the AFP Material.

### **2. Grant of License.**

**2.1.** AFP hereby grants to Subscriber a non-exclusive, non-transferable, non-sublicensable license, for the Term and on the Territory, to Distribute the Material via the Services, including the right to display, store (subject to 2.11), reproduce, copy, modify, and incorporate the Material “As Is” or “As Source” in Derived Material (subject to the rights granted in the Specific Conditions), for editorial news purposes only, and subject to the terms of this Agreement and Subscriber hereby accepts this license.

The content of the AFP Agenda product shall be used for consultation purposes only, for internal use only, without any right of exploitation, reproduction, representation or distribution to the public. The content of the AFP Agenda product shall neither be distributed in the Services authorized in the Agreement, nor be distributed to third parties, even if third party distribution of the Material is authorized in the Agreement.

**2.2.** Only the specific uses listed in this Agreement are being granted. This license shall be strictly construed. It is understood that any use that exceeds the license granted herein shall violate AFP’s copyrights. All rights with respect to the AFP Material not explicitly granted to Subscriber are reserved to AFP. If multiple AFP services are licensed they are indivisible and no single or group of services may be terminated as the pricing for this Agreement is contingent on the licensing of the bundle of services provided.

Subscriber may integrate the Material into tools using artificial intelligence technologies which are owned by Subscriber, or are under Subscriber’s operational control, in the cases provided for in Exhibit C and subject to compliance with the conditions listed in that Exhibit.

**2.3. (i)** The Material is provided to Subscriber as direct news copy from AFP’s real-time newswires. As such, the information within the normal context of a newswire will comprise contemporaneous news coverage that by the nature of developing events may contain errors including sequence, completeness, accuracy and/or reliability. AFP shall make its best efforts to provide accurate and reliable information but makes no warranty as to the sequence, completeness, accuracy and/or reliability of the Material and shall not be held liable for

any delays, inaccuracies, errors or omissions therefrom.

(ii) AFP has complete editorial freedom in the form and content of the Material and may alter the same from time to time. Such alterations may include, but are not limited to, withdrawing items and publishing corrections. Subscriber agrees to take prompt action in response to notices for corrections and withdrawals issued by AFP and to promptly incorporate the latest corrected version in the Services (and Derived Material if applicable) or, in the case of withdrawals, to immediately remove any withdrawn item from the Services (and Derived Material if applicable), including archived versions of such item. Subscriber will use all reasonable efforts to notify End-Users of the changed status of the affected Material. Any technical or editorial intervention on the Material in this respect shall be the sole responsibility of Subscriber. Subscriber is responsible for providing the details of an editorial/content contact in Exhibit A and for ensuring such information is kept up-to-date at all times. Subscriber's undertakings under this Section 2.3(ii) are essential obligations of Subscriber under this Agreement.

(iii) In case of delivery of Live videos, AFP will inform Subscriber of the coverage of an event on the AFPTV Live platform or by any other electronic means to inform its clients. However, the information available on the AFPTV Live platform or the receipt of an advisory by Subscriber shall, by no means, constitute an undertaking by AFP to cover the event and/or any warranty with respect to the technical quality of the Live videos, due to the specific constraints connected with this kind of coverage.

(iv) The events captured in Live videos are in no way overseen or controlled by AFP and the accuracy and reliability of such events cannot be verified. Live videos may feature scenes, views, comments, opinions or circumstances that may be experienced as inappropriate or offensive. Subscriber shall exercise editorial control on what is being streamed on its Services at all times. In addition AFP reserves the right to interrupt any live broadcast at any time without notice and without incurring any liability in this respect, if AFP considers that the Live video that is being broadcast is inaccurate, inappropriate or in any way incompatible with AFP's editorial policy. However, due to the fact that a live coverage is by nature depicting events occurring in real time, AFP shall not be held liable if a Live video delivered in real time contains content which is inappropriate, offensive, illegal or unsuitable for children.

**2.4. Modification to the Material.** Subscriber may modify the Material solely for the purpose of and to the extent required to format it for display in Subscriber's Services or to produce Derived Material (subject to specific limitations below for Social Stories). Subscriber shall not change, alter, edit or modify the Material in any way that would affect AFP's copyright (and/or AFP licensors', as the case may be), in the Material or that would alter the editorial content, substance or spirit of the Material, distort the meaning or cause otherwise non-defamatory, non-infringing content to defame or infringe the intellectual property rights of any person, or otherwise violate any person's personal, proprietary, or privacy rights or right to erasure ("right to be forgotten").

Translation right: Except as specifically authorized in writing by AFP, Subscriber shall not translate any of the Material into another language than that in which it was provided. Where such

an authorization is granted, Subscriber shall identify itself as having translated the Material and shall ensure that the translations are of acceptable editorial standard and shall take reasonable care to observe sequence, completeness, accuracy and reliability. Subscriber's translation of the AFP Material is subject to its sole editorial responsibility, and it shall bear any and all liabilities in connection with any claim arising out of a translation that would violate the obligations set forth in the above paragraph.

Photos: With regard to photographs, Subscriber shall limit its modifications to lightening, darkening or cropping.

Videos: For the avoidance of doubt, the videos from the AFPTV Newsroom feed must be edited (at a minimum cut for length) and incorporated in Derived Material: they can't be used "As Is".

Except for the AFPTV Digital videos, Subscriber may not automatically publish any Material without human editorial selection.

The soundtracks of videos or Live videos may not be extracted to be used separately from the video, in particular for the purposes of an audio service, except if authorized in the Specific Conditions.

The text stories available in the video 'dopesheets' or that appear on Subscriber's dashboard alongside Video content are for description purposes only, to contextualize the videos in order to assist Subscribers in producing video Programs. Such text stories shall not be published (Distributed to the public), whether "As Is" or as Derived Material, in particular on Digital Properties.

Subscriber may not use thumbnails or screengrabs from the videos as standalone photos, whether for Distribution of these photos in the Services or for incorporation in Derived Material Distributed in the Services.

#### AFP Stories and Social Stories:

Subscriber may customize the content of the AFP Stories rubrics and Social Stories by adding its logo and modifying the colors, the font size, the graphic design, and the layout of the content, provided it is not prejudicial to AFP and it does not distort the meaning of the content.

Subscriber will not extract photos, infographics, videographics and videos that appear in the AFP Stories. The Material composing a story from AFP Stories (text, photos, infographics, videographics, videos) may not be used separately from the story from AFP Stories with which it was delivered, in particular for the purpose of illustrating another story or program edited by Subscriber.

A Social Story may be reduced in length. Subscriber may also enrich a Social Story to produce Derived Material. None of these editions may result in removing the copyright notice or credit line provided with the different items of Material, which copyright notice or credit lines (as applicable) shall always appear on the AFP Material or in close vicinity (end slide for example).

Subject to the above, Subscriber will not extract photos, infographics, videographics and videos that appear in the Social Stories to use such items of Material separately from (i) the

Social Story with which it was delivered or (ii) a new social story edited by Subscriber.

Subscriber shall not modify the delivery index of the rubrics of AFP Stories as provided by AFP. Subscriber undertakes to synchronize and refresh constantly the version of the AFP Stories document that Subscriber displays online. Subscriber will be solely responsible for all damages that AFP may incur as a result of a failure by Subscriber to constantly refresh and synchronize the content.

Subscriber shall take prompt action in response to corrections and withdrawals upon receipt of the update issued by AFP and sent to the editorial/content contact in Exhibit A pursuant to section 2.3.

**2.5.** No AFP photo may be displayed, transmitted and distributed by Subscriber in any electronic medium at a resolution greater than 1024 pixels in any one dimension. No photos may be used outside of a news context or for commercial purposes.

## **2.6. Credit, copyright, false representation of authorship and metadata**

### **2.6.1 Metadata for online publication**

Subscriber undertakes to retain or make its best efforts to retain all metadata relating to the Material (in particular nominative, copyright and/or credit metadata) when the Material is published online (As Is or as Derived Material), whatever the type of Digital Properties used.

Subscriber shall also make its best efforts to use the structured data enabling the identification and traceability of the Material on the Digital Properties (and the Subscriber's Social Media Channels where applicable).

### **2.6.2 False representation of authorship**

Subscriber may not falsely represent that Subscriber is the original creator of a work that is made up largely of AFP Material. Subscriber cannot create artwork or Derived Material based solely on AFP Material and claim that Subscriber is the author.

### **2.6.3 Credit mentions to be clearly visible on all Material**

In any Publication, Broadcast or Distribution of AFP Material as received by Subscriber from AFP, Subscriber shall ensure that the copyright notice or credit line as provided with the AFP Material shall appear on the AFP Material or in close vicinity.

The credit line for photographs shall read "*name of photographer/AFP*" or "*name of photographer/source/AFP*" where "source" refers to AFP's licensor in case of Third-Party Providers' pictures.

When using photos in standard size (i.e. not as Teasers) on Social Media Channels, the credit line must appear in close vicinity to the photo. A watermark with the credit line (or an AFP logo for AFP Photos) shall be embedded in the photo. The same restrictions apply to graphics.

The above requirements are not mandatory when the resolution of the photo is lower than 470 pixels (in any one dimension) and there is a hyperlink back to the photo with proper attribution on Subscriber Digital Properties.

When using a Video, Live Video or videographic "As Is" (including short extracts) or as Derived Material in TV

Programs or Digital Programs, and unless otherwise provided for in the metadata (in particular in case of third party source), Subscriber shall give an on-screen visual credit to AFP (or its licensor), which may be (i) displayed in the end titles/slate of the Video or the Derived Material (Program), in a similar manner and duration as other credits which are run, each time the Material is aired or used, or (ii) embedded on the images, unless otherwise provided for in the metadata of the Video. When the source of the video is a Third-Party Provider (as indicated in the metadata), the visual credit on such Third-Party Provider Content should be displayed as such: source(s)/credit (e.g. EBS/AFP).

When using Videos, videographics or Live videos "As Is" or as Derived Material on Social Media Channels, the following attribution is required (i) when the Video is used "As Is" (including as an extract) or as the sole audiovisual source of Derived Material: Subscriber shall embed the AFP credit line or add the mention "AFP Footage" on the images when the images are AFPTV footage, or (ii) when the Video is used as incorporated in Derived Material with other sources of audiovisual material: add the credit line as provided by AFP in the end titles/slate of the Derived Material, or if the images are AFPTV footage and unless otherwise provided for in the metadata, embed the AFP credit line or the mention "AFP Footage" where the AFP Material is displayed in the Derived Material. When the source of the video is a Third-Party Provider Content (as indicated in the metadata), the visual credit should be displayed as such: source(s)/credit (e.g. EBS/AFP).

In the event of publication of the Material in electronic form, the AFP credit line and copyright notice must appear with each story. The copyright notice shall be a hypertext link to Subscriber's End-User language, barring commercial use of the Material. Additionally, where headlines link to AFP stories, an AFP credit line or logo must appear in conjunction with the headline.

**2.7. Embargoes and Restrictions.** Subscriber shall comply with any editorial or mandatory delay codes contained in the Material and any other limitations or restrictions placed by AFP or competent authorities on the Distribution of the Material, in particular it may not display any Material which is tagged/slugged or otherwise identified as "no digital", "no social media", "not for publication" or contains territory or duration restrictions.

In case of delivery of Live videos, Subscriber undertakes to comply with all restrictions of use set forth in the metadata on the AFPTV Live Platform and/or in the advisories sent by AFP to Subscriber by email or by any other electronic form of alert. To that end, Subscriber must provide AFP with an email address and shall make sure the persons in charge of the use of the Live videos strictly respect such restrictions of use. The violation by Subscriber of the restrictions of use attached to the Live videos (whether communicated in the metadata on the AFPTV Live platform or in the advisories) shall constitute a material breach of the Agreement.

**2.8.** Subscriber agrees that it will not distribute the Material in any manner that would significantly hamper AFP's ability to continue to license its information to others. To the extent that Subscriber prepares any authorized Derived Material, it will not do so in any manner prejudicial to AFP or the Material.

**2.9.** Subscriber may not use, market, sell or Distribute the Material or any subset of the Material outside the scope of the license rights granted herein including in any media outlets or platforms other than the Services. Subscriber is prohibited from sublicensing or redistributing the Material or Derived Material to any third-party outside of the terms of this Agreement, or co-branding pages of Subscriber's Services where the Material resides with any third party. Subscriber shall not syndicate the Material or Derived Material to a third-party except in connection with the rights granted hereunder. In particular, the Subscriber may not authorize the embedding on third party websites or channels of AFP Material used "As Is" (including as an extract) on Subscriber's Social Media Channels, even when the use of AFP Material "As Is" has been authorized on video sharing platforms as part of the rights granted in article 2.10.

Subscriber shall not authorize the embedding on third-party websites of photos posted on Subscriber Social Media Channels (such as Twitter/X or Instagram).

Subscriber shall ensure that the Material delivered to Subscriber shall at all times remain in its sole possession or control.

Subscriber may not assert any right to revenue from a collecting society in respect of photocopying, digital copying or other secondary uses of the AFP Material.

## **2.10. Teasers and Social Media Uses:**

### **2.10.1 Teasers**

Subscriber may distribute headlines, short textual abstracts, or thumbnails (resolution no greater than 150 pixels in any one dimension) of the Material items or Derived Material ("Teasers") present in the Services in email newsletters, RSS feeds, frames and web widgets or Subscriber's official accounts or pages on social media networks solely to the extent they are made available on a noncommercial basis only to individual End-Users of the Services and only with such Teasers linking back to the corresponding Material items or Derived Material in the Services.

In addition, Subscriber may permit and facilitate its End-Users to e-mail or share portion of the Material and Derived Material on any third party website or platform or social media network (e.g. "e-mail this story to a friend" or "share this" buttons), provided the Material/Derived Material or portion thereof (i) contains proper credit attribution in the Services, (ii) is limited to Teasers and (iii) is not associated with other items of material or third-party content in a manner which is likely to cause otherwise non-defamatory, non-infringing content to defame or infringe the intellectual property rights of any person.

### **2.10.2 Use on Social Media Channels:**

- Proper Attribution: See the credit obligations in article 2.6 above.

- In-context use / No sharing as a stand-alone photo:

Photos may only be shared within the accompanying news story. Each photo must be used in context with a news story or at a minimum with its caption.

- No Standalone File Use:

Subscriber may not use the Material in any way that allows others to download, extract or redistribute the Material as a standalone file (meaning just the Material itself, separate from the Derived Material or end use).

- If the list of authorized Social Media Channels in Exhibit B includes social media platforms, such as, for example and without limitation, TikTok, WhatsApp, Telegram or Twitch, which authorize end-users to edit and share the content

posted and create derivative works from such content, Subscriber is authorized to post Material or Derived Material (as authorized in the Specific Conditions) for editorial news purposes on such Social Media Channel provided Subscriber shall ensure that the features enabling users of the platform to download, extract, edit, or create derivative works from the Material or Derived Material are disabled so as to prevent in particular any use for any other purpose (such as entertainment purposes for example). The features that Subscriber must deactivate before uploading any Material or Derived Material on TikTok include the functionalities currently called "Stitch", "Duet", "Save video", "Live photo", "Share as gif" and any other functionalities to the same effect that may be offered by the platform. The use by Subscriber of AFP Material (As Is or As Source in Derived Material) on such platforms is done solely at Subscriber's own risk and AFP shall incur no liability in this regard.

- Nothing in the Agreement indicates AFP's acceptance of any particular Social Media Channel's terms.

- AFP may limit the use of specific Third-Party Provider photos or videos on Social Media Channels if the Third-Party Provider requires it. In addition, Subscriber shall withdraw immediately from its Social Media Channels any photo or video (AFP or Third-Party Provider photo or video) upon request by AFP (due to legal or editorial reasons).

- No automated feed shall be allowed (e.g. no alert feeds on Twitter).

### **2.10.3 Specific termination:**

If Subscriber uses the Material on a Social Media Channel or other third party website and the platform or website uses (or announces that it plans to use) the Material for its own purpose or in a way that is contrary to this Agreement, the rights granted for such use shall immediately terminate, and in that event, upon AFP's request, Subscriber shall remove immediately any Material from such Social Media Channel, platform or website.

### **2.10.4 Strike/take down notices:**

AFP disclaims all liability and shall have no obligation to assist Subscriber in the event of a third party claim or take down notice (or "strike") made in relation to the Distribution of the Material ("As Is" or as Derived Material) on a video sharing platform or social media network, including assistance in removing the take down notice and AFP shall not be held liable by Subscriber in the event Subscriber's account and/or channels are blocked or impacted in any way.

### **2.10.5 Claiming intellectual property rights:**

Subscriber shall not activate the "Content ID" on the Derived Material or on the Videos, Live Videos or videographics used "As Is" on a video sharing platform (such as YouTube) or a social media network, or activate any other functionality enabling Subscriber to claim IP rights on the AFP Material used on third party pages or Social Media Channels.

## **2.11. Display period and archiving**

### **2.11.1 Display period**

Subscriber may incorporate the Material in the Services and Distribute such incorporated Material only within thirty (30) days following the date on which the item of Material is downloaded or otherwise received by Subscriber through a push service.

Subject to Section 2.3, the Material that has been incorporated

in the Services during such thirty (30) day period may remain available online on the Digital Properties and Social Media Channels, in the same form and solely within the context of such original incorporation, provided that rebroadcasting on a TV Service after twenty-four (24) hours is subject to the conditions set forth below.

If Subscriber is a television station, the rights granted herein are for a one-time use only of the Material, or any portion thereof, in one (1) TV Program produced by the Subscriber, in the form of Derived Material, as part of its Service. If Subscriber has not been granted an Extended License in the Specific Conditions, each Program which contains the Material may be broadcast several times by the Subscriber during a maximum period of twenty-four (24) consecutive hours after the Material is downloaded by Subscriber.

Notwithstanding the above, Subscriber shall, in any case, respect all the embargoes and time restrictions that may be specified by AFP in the "advisories" sent by email or by any other electronic means or in the metadata of the AFP Material.

Subscriber may not strip out (in whole or in part) any Material that is incorporated into Subscriber Services for the purpose of re-Distributing the Material after the 30-day period.

#### **2.11.2 Archiving**

The Material availability period restrictions mentioned above are made without prejudice to the right of Subscriber to archive the Material used in the Services, for legal purposes only and only for the Term of this Agreement. This archived Material shall not be made accessible to the public.

**2.12.** Where access to the Services is restricted, Subscriber shall grant AFP access to Subscriber's Services free of charge (via the provision of a login, password, equipment or software, as necessary) to enable AFP to verify Subscriber's compliance with the Agreement.

**2.13.** Subscriber may not directly or purposely market or promote the Material in Japan.

**2.14.** Subscriber shall not include in the Material or Derived Material or around the Material any advertising or sponsorship (including for Subscriber itself) that (a) breaches any law or regulation enforceable where the Services may be viewed, or (b) falsely implies that a third-party (or the Subscriber) is a publisher or sponsor of the Material or is in anyway associated with the event, the event organizer or a player, unless Subscriber can give evidence that it is authorized by the right holder to do so.

Subscriber is solely responsible for the use in its Service(s) of protected logos or trademarks (of teams, clubs, events, etc.) that may be provided by AFP.

**2.15.** Subscriber shall, at AFP request, provide any relevant circulation or audience figures with respect to its dissemination of the Material; such information will be kept confidential by AFP.

**2.16.** Subscriber shall protect all AFP Material stored within its systems from unauthorized copying, and shall post terms prohibiting unauthorized copying from End-Users of all Material made available via the Services. Subscriber may permit access to the Material on the Services only where such access is

governed by (a) End-User terms and conditions confirming that (i) the content available on the Service is subject to intellectual property rights (of Subscriber and/or its licensors), and (ii) End-Users are permitted to make personal, non-commercial use of such content only, and are prohibited from aggregating, scraping, recreating or redistributing the content; or (b) by the following language which shall be made available as part of Subscriber's End-Users terms and conditions:

#### Copyright AFP or Agence France-Presse

"AFP text, photo, graphic, audio or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium. AFP news material may not be stored in whole or in part in a computer or otherwise, except for personal and non-commercial use. AFP will not be held liable for any delays, inaccuracies, errors or omissions in any AFP news material or in transmission or delivery of all or any part thereof or for any damages whatsoever. As a newswire service, AFP does not obtain releases from subjects, individuals, groups or entities contained in its photographs, videos, graphics or quoted in its texts. Further, no clearance is obtained from the owners of any trademarks or copyrighted materials whose marks and materials are included in AFP material. Therefore you will be solely responsible for obtaining any and all necessary releases from whatever individuals and/or entities necessary for any uses of AFP material."

**2.17. Third-Party Provider Content.** AFP does not control and has no obligation to monitor Third-Party Provider Content. AFP may block or disable access to Third-Party Provider Content (in whole or in part) at any time. In addition, the availability of Third-Party Provider Content in the Material does not imply AFP endorsement or affiliation with the Third-Party Provider. AFP may provide a Third-Party Provider with Subscriber's usage of its Third-Party Provider Content.

**2.18. Feedback.** AFP may collect and use information related to Subscriber use of the Material or the Delivery Methods to test, develop, improve and enhance its products and services, as long as such information is not identifiable to Subscriber or any individual user. If Subscriber provides AFP with any feedback on AFP's products and services, Subscriber hereby grants to AFP the right to use it to develop their services and products and to create and own derivative works based on such feedback.

#### **2.19 Data Mining**

In accordance with articles L.122-5-3.III. of the French Intellectual Property Code, AFP expressly opposes the utilisation of artificial intelligence processes by Subscriber and by any third party to perform data mining or scraping on the Material (whether used As Is or As Source in Derived Material) from the AFP Forum or AFP News platforms and/or the Digital Properties. "Mining" is understood to mean, in particular, the extraction, aggregation, analysis of text and/or data, by means of any "robot", "bot", "spider", "scraper", or any other automated device, program, technique, tool, process, algorithm or method, carried out for the purpose of creating, developing, training, testing, evaluating, enhancing and improving software, algorithms and/or machine learning/artificial intelligence models (whether belonging to Subscriber or to a third party) or for any other purpose whatsoever.

Subscriber undertakes to comply with AFP's exercise of its right of opposition, and shall take all necessary steps to notify any

third-party of this opposition relative to use of the Material (whether used As Is or As Source in Derived Material) by including for example on the Digital Properties, the mention <TDM RESERVATION :1> in accordance with the specifications of the ‘Text and Data Mining Reservation Protocol (TDMRep)’ developed by W3C or by using any other equivalent notification process enabling this right of opposition by AFP to be read by any automated systems, in particular those based on artificial intelligence.

**3. Copyright.** AFP shall retain all right, title, and interest in and to the AFP Material, including without limitation any AFP Material incorporated into Derived Material. Subscriber acknowledges that nothing in this Agreement shall constitute a sale or other transfer of title from AFP to Subscriber for any of the Material. All rights with respect to the Material not explicitly granted to Subscriber are reserved to AFP.

For the purpose of this Agreement, “Neighboring Rights” means the rights granted to news agencies and publishers pursuant to articles 15 and 17 of the 2019 / 790 European Directive of 17 April 2019 on copyright and related rights in the Digital Single Market and articles L. 218-1 to L. 218-5 of the French Intellectual Property Code to authorize any reproduction and/or communication to the public, in whole or in part, of their content (in particular videos, photos, infographics) in digital form by an online public communication service and to directly collect any revenues derived from such rights. The online communication services concerned include, without limitation, aggregators, media monitoring services, search engines, portals, content sharing platforms and other media or social media (the “Online Public Communication Services”).

It is up to Subscriber, if Subscriber is a press publisher, and it is up to AFP, as a news agency, to manage their own Neighboring Rights directly with the Online Public Communication Services, each party being solely responsible for asserting their own Neighboring Rights. Neither AFP nor Subscriber may grant rights or receive revenue under Neighboring Rights to content belonging to the other party.

Furthermore, AFP alone will collect, via the collecting societies, the reprography rights pertaining to AFP Material reproduced on digital media, as provided for in article L. 122-10 of the French Intellectual Property Code, and the right to remuneration for private copying as provided for in articles L. 311-1 et seq. of the French Intellectual Property Code.

**4. Releases.** Subscriber acknowledges that AFP does not obtain releases, licenses, right clearances or consents from whatever subjects, individuals, groups or entities contained in its photographs, graphics and Videos or quoted in its texts, which may be protected by proprietary rights, copyright, neighboring rights (including, without limitation, moral rights and performers’ rights) or privacy rights, and further, that no release, license, right clearance or consent is obtained from the owners of any trademarks or copyrighted materials (including sounds and music) whose marks and materials are found in AFP Material. Subscriber is solely responsible for determining whether a release is required in connection with its contemplated use of the Material and Derived Material and for obtaining such release. Subscriber is also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a

result of Subscriber use of the Material (in particular with regards to rights relating to sounds and music that may be included in the Material).

##### **5. Multimedia credits.**

The AFP News platform allows Subscriber to subscribe to a Pack of multimedia credits. Subscriber can use multimedia credits to download certain Material displayed on the AFP News platform and to have access to the AFP Agenda in restricted mode for free. A separate subscription is needed for a full access to the AFP Agenda.

The multimedia credits from a Pack can only be used on the Services authorized for that Pack. Subscriber must therefore purchase a different Pack for each type of Services (Digital or Traditional). This means that multimedia credits purchased for the Digital Properties may only be used to purchase Material for use on Digital Properties and may not be used to create a TV Program.

Multimedia Credit Packs can have different sizes. Upon downloading an item of Material, the number of credits required to license the item of Material will be deducted from Subscriber’s Pack.

Multimedia credits have a limited lifetime:

When Subscriber purchases a Pack with commitment, Subscriber has either a month or a year to redeem its credits. The frequency depends on the client category and is stated in the Specific Conditions. A change in frequency is not authorized during the Term of the Agreement. When Subscriber subscribes to a Pack with commitment, it is not possible to carry over unused credits from one cycle to another; unused credits expire at the end of each cycle, there will be no roll-over of credits and no refunds for unused credits. If Subscriber subscribes to a Pack in the middle of a month, the number of allocated credits will have to be consumed during the ongoing cycle (reduced month or reduced year).

When Subscriber subscribes to a Pack without commitment, Subscriber has a specific timeframe to redeem its credits (6 months or less in case of special events) as indicated in the Specific Conditions and there will be no refunds for unused credits at the end of the Term.

Recharges and larger Packs:

No recharges are available for Packs without commitment, a new Pack must be purchased.

If Subscriber purchases a Pack with commitment and runs out of multimedia credits before the end of a cycle, Subscriber can purchase a new credit Pack in the form of a “recharge” (in different sizes as well). Subscriber needs to purchase a recharge to be able to continue downloading Material from the AFP News platform. The credits available in a recharge expire after six (6) months from the date of purchase. All unused credits are lost.

Subscriber may decide to subscribe to a larger Pack with commitment, with effect on the first of the following month. It is not possible to reduce a Pack with commitment during the Term of the Agreement.

Multimedia credits can be applied toward the purchase of any item of Material displayed on the AFP News platform. Different item formats (text, photo, video, Social Story, etc.) have

different credit costs, which are stated next to each type of Material. The dashboard allows Subscriber to follow its consumption on a live basis.

Photos, texts, videos, videographics, Social Stories and still graphics downloaded via multimedia credits are for a one-time use only on the Services to illustrate the event covered. If Subscriber wishes to use one item of Material more than once, whether for an update of the event covered or to illustrate a new event on the same media or another of Subscriber Services, Subscriber will have to purchase it again with multimedia credits. Notwithstanding the above, Subscriber may download the same item of Material during a twenty-four (24) hour period, provided the Material is used to illustrate one and the same news event.

For the avoidance of doubt, a Social Story is considered as "one item of Material": the photos, infographics, videographics or videos delivered with a Social Story may not be extracted to be used separately from the Social Story with which it was delivered or (ii) a new social story edited by Subscriber.

## **6. Prices and Payment.**

**6.1** The fees for the Material provided by AFP to Subscriber are set out in the Specific Conditions. Time is of the essence as to all payments set out in this Agreement. Should payment not be received by AFP on the due date, AFP may at any time before payment is received by written notice forthwith suspend the ongoing supply of the Material.

In the event any payment due is not made on the due date, interest on the amount due at a rate of six per cent (6 %) per year or the rate indicated on the invoice, shall be due and accrue on any and all sums called for under this Agreement which are delinquent.. For the avoidance of doubt said interest shall not be subject to any cap.

**6.2** The Parties agree and acknowledge that the fees shall be subject to an annual increase as of January 1 of each year in line with the Consumer Price Index. In the event of an automatic renewal of the Agreement, such increased fees shall hence automatically be substituted to the fees as practiced the year immediately preceding.

**7. Right of Audit.** In the event that any of the fees paid to AFP by Subscriber are royalty-based on a percentage of income received by Subscriber, or if the fees charged by AFP to Subscriber are based on the number of Subscriber's customers or End-Users, then AFP shall, at its expense, have a right, upon seven (7) days' written notice, to designate independent auditors to examine Subscriber's books and records (hard-copy and/or electronic) as they apply to AFP or this Agreement. During the examination, Subscriber shall provide knowledgeable personnel to assist, space to review and copying facilities. AFP may designate a representative to conduct said inspection on its behalf. In the event that AFP finds a discrepancy of five (5) percent or greater to its detriment, then the cost of the Audit shall be borne solely by Subscriber. If any sums are found to be due to AFP, the sums so identified shall be immediately due and payable and the amounts due shall also include interest at a rate of six per cent (6 %) per year.

## **8. Delivery.**

### **8.1. If the Material is delivered via satellite:**

AFP (references to AFP in this article shall include any contractor that it uses to fulfill its obligations herein) shall provide the equipment necessary for Subscriber to receive the Material. The equipment required in order to receive the Material and its value are set forth in the Specific Conditions or in a separate document. Subscriber shall provide any additional equipment needed by the Subscriber to use the Material. Subscriber will obtain any and all consents, rights of access, landlord permission, easements, governmental approvals, building permits, zoning authorizations, and any other necessary authority in order to allow for this installation and use of the equipment. The Parties shall agree on a mutually convenient time for the installation of the equipment. The equipment provided to Subscriber by AFP is and shall remain AFP's sole property. Subscriber shall maintain insurance on all AFP property located on its premises, and have AFP listed as an additional insured on its policy. A copy of said policy will be provided to AFP at its request. The equipment necessary to receive the Material may be modified from time to time. Subscriber agrees not to pledge or encumber the equipment, and if requested by AFP, shall sign such necessary documents to preserve AFP's interest in its equipment. Subscriber may not move, remove, attempt to repair or otherwise tamper with the equipment. Subscriber shall be fully liable to AFP for any costs AFP may incur as a result of any damage whatsoever to the equipment while in Subscriber's care and/or control. For the purposes of illustration and without limitation, the costs for which Subscriber is liable shall include travel expenses, materials, parts, per diem, and labor costs. At AFP's sole discretion, if the equipment is deemed irreparable, or if AFP decides it is not cost effective to repair the equipment, AFP may declare the equipment a total loss. In event of a total loss, Subscriber shall be liable to AFP for the replacement value of the equipment. This liability does not apply to equipment failure which results from the internal failure of parts in the ordinary course of the equipment's operation, unless the failure results from a movement or attempted repair by Subscriber. No credits will be provided to Subscriber for any downtime resulting from the breach of the terms of this section. Subscriber must inform AFP of any intended move of either equipment or its place of business. Notice must be given to AFP at least thirty (30) days prior to the moving in order to allow AFP sufficient time to move the equipment or mandate either Subscriber or a third party to do so. Any costs incurred by AFP moving the equipment shall be borne solely by Subscriber. In the event that Subscriber provides less than thirty (30) days' written notice to AFP of an intended move, AFP shall not be responsible financially or otherwise for any disruption in service.

### **8.2. If the Material is delivered via the Internet, (AFP News, AFP Forum, FTP, AFPTV Live platform, IP live delivery, or the AFP Content API):**

Delivery and formats are subject to technical specifications provided to Subscriber by AFP. Subscriber shall provide AFP with the necessary access and information and perform the necessary actions (such as, but not limited to, providing an email address and validating the creation of an account with such email address) to enable the Material to be delivered.

AFP may, at its sole discretion, choose to change or make additions to the Delivery Methods specified in the Specific Conditions. AFP will use commercially reasonable efforts to notify Subscriber in advance of such changes, when practicable.

Subscriber shall not divulge to any third party the usernames and passwords or token for access to the Delivery Methods. Subscriber will be liable for all access to the AFP Material under its allocated usernames/passwords/token.

Due to the vagaries, the ever-changing nature, inherent lack of security of and rapidly changing technologies affecting the Internet, AFP will not be responsible for any delays in the delivery of its Material, nor interference with, or modification of the Material once it has been transmitted from its server.

In the case of delivery by API, Subscriber must retrieve and maintain the Material using its own secured infrastructure. Subscriber must not exceed the threshold for the number of access requests or demands on the API as follows:

- Authentication / login: Maximum of 500 requests in 5 minutes
- Media downloads: Maximum of 3500 requests in 5 minutes
- User management: Maximum of 200 requests in 5 minutes
- Requests related to credits: Maximum of 500 requests in 5 minutes
- Document search service: Maximum of 2500 requests in 5 minutes.

**8.3** Subscriber shall be responsible for the proper receipt of the signal on its satellite antenna, for the proper decoding of the signal and the integration of the signal in its editorial system. Subscriber shall be responsible for the compliance of its system with the minimum technical specifications provided by AFP (including updates) required to access the Material, and as applicable the AFPTV Live platform and/or the AFP Content API. If necessary, Subscriber shall be responsible for making sure that AFP can access remotely its information system and the AFP equipment in its care (if applicable), for the purposes of the installation of the necessary infrastructure and/or material for the delivery of the Material.

Subscriber acknowledges that AFP has no responsibility for the interface or compatibility of any third party equipment or software provided to access the Material, for the adequacy of the bitrate and framerate choices made by Subscriber, and AFP makes no representations or warranties hereunder concerning the Delivery Methods.

## 9. Termination

**9.1. Causes of Breach.** Should either Party default in the performance of any provision contained in this Agreement and should such default not be cured within fifteen (15) days upon receipt of written notice thereof, the non-breaching Party may then give further written notice to such breaching Party terminating this Agreement, in which event this Agreement and the rights granted herein shall terminate on the date specified in such termination notice. The right to cure for non or late payment may only be exercised once, thereafter AFP may terminate upon written notice.

Should either Party default repeatedly in the performance of any provision contained in the Agreement, the non-breaching Party may then give written notice, with acknowledgement of receipt, to such breaching Party terminating this Agreement immediately. This termination shall be effective on the date mentioned in the written notice.

If permitted by applicable law, each Party may terminate this Agreement immediately if a receiver, liquidator, provisional liquidator or administrator is appointed over any of the other Party's undertakings or assets or if the other Party enters into any arrangement with any creditors or any class creditors.

AFP may cancel or terminate the provision of a product, in whole or in part : (i) with immediate effect, if the product/Material becomes the subject of a claim of infringement of any intellectual property rights; (ii) with immediate effect, if the product or AFP Material in the product becomes illegal or contrary to any applicable rule, regulation, guideline or request of any regulatory authority; (iii) upon no fewer than thirty (30) days' prior notice to Subscriber, if any agreement that is necessary to provide the product/Material between AFP and a third party (such as a Third-Party Provider) is modified, expires or is terminated, or is breached by such third party; or (iv) if AFP discontinues, upon no fewer than thirty (30) days' prior notice to Subscriber, the availability of the product.

AFP reserves the right to terminate the Agreement forthwith on written notice, if Subscriber is involved, or associated in any way, with content promoting violence or hatred on the basis of origin, gender, sexual orientation, religious views, or political beliefs of any individual or group of individuals. AFP is a non-partisan provider of comprehensive news information and reserves an absolute right to disassociate itself with Subscriber if this is compromised in any way.

### 9.2. Effects of Termination.

**9.2.1** Upon notification of termination or expiration of the Agreement, Subscriber shall immediately cease using the Material and shall not re-use or re-Distribute the Material. Subscriber shall return any AFP manuals and/or materials/equipment in its care.

Upon termination of this Agreement, any and all licenses granted herein are immediately terminated, the Material must be deleted and no copies may be kept except as specifically authorized by this Agreement or in a separate writing by AFP. Upon request by AFP, Subscriber shall confirm in writing to AFP such proper purge of the Material. Any subsequent use of Material by Subscriber after the notice of termination or destruction shall be deemed an intentional copyright infringement in addition to a breach of contract.

Upon termination or expiration of this Agreement, each Party shall immediately cease any use of the other Party's name, trademark, or of its copyrighted materials in any and all of its electronic or hard-copy advertisements, promotions, documentation, or materials.

Any expiration or termination of this Agreement for any reason whatsoever shall not prejudice the provisions which by their nature must be deemed to survive the Term. In particular, any use of the AFP Material by the Subscriber after the expiration or termination of the Agreement may give rise to indemnification obligations on the part of Subscriber.

**9.2.2** If the Parties do not agree on the terms of renewal of the Agreement before the end of the Term, AFP may agree to continue delivering the Material or part of the Material at Subscriber's written request. In such a case, Subscriber undertakes to pay the corresponding fees according to the terms of the present Agreement and all the other terms and conditions

of this Agreement will survive until a new Agreement is reached or until AFP sends a new notice of immediate termination.

If Subscriber cancels all or any part of the delivery of AFP Material other than when permitted by the Agreement and/or AFP terminates this Agreement due to any breach by Subscriber, AFP will be entitled to recover from Subscriber, as liquidated damages, seventy-five percent (75%) of the fees that would have been payable until the date the relevant Material delivery could have been cancelled in accordance with this Agreement. The Parties agree that this is a reasonable pre-estimate of AFP's loss.

#### **10. Limitation of Liability.**

**10.1.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY LOSS OF REVENUE, PROFIT OR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHETHER BASED ON TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHER LEGAL OR EQUITABLE LEGAL GROUNDS EVEN IF SUCH PARTY HAD BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITIES OF SUCH DAMAGES.

**10.2.** In regard to the AFP Agenda, the calendar of upcoming events and the types of coverage that AFP (and/or Third-Party Providers) expects to provide are based on mere forecasts and are subject to changes at any time. The information available in the AFP Agenda product is provided for reference only and shall by no means constitute an undertaking by AFP (and/or Third-Party Providers) as to the actual coverage of the scheduled events, the types of coverage to be supplied and/or the actual distribution of the content produced while covering the said events.

An event, its coverage by AFP (and/or its Third-Party Providers), the types of coverage to be supplied and/or the distribution of the content produced by AFP (and/or its Third-Party Providers) while covering an event may be suspended, cancelled, rescheduled, restricted or modified in any other way, at any time, without notice, due to causes beyond AFP's (and/or Third-Party Providers') control and/or at AFP's (and/or Third-Party Providers') sole discretion. AFP (and/or Third-Party Providers) shall not incur any liability in this respect.

#### **11. Representations and Warranties.**

**11.1.** Each Party represents that it has full power and authority to (a) enter into and execute this Agreement, and (b) carry out its obligations in accordance with the terms of this Agreement.

**11.2.** Subscriber will (i) comply with all applicable laws relating to its performance under this Agreement and in particular it will not use the Material in contravention of any laws, regulations and rules, including all defamation, intellectual property, privacy and media laws, laws and regulations on online gaming; (ii) not associate the Material with services or contents, which are in contravention of any laws and regulations; (iii) only use the Material for editorial news purposes and in compliance with the provisions of Section 2.4; (iv) be responsible for the acts and omissions of its employees and agents who access or use the Material. Subscriber represents that neither this Agreement, nor Subscriber performance hereunder, will put Subscriber in breach of any obligations it owes to any third party.

**11.3.** AFP warrants that Subscriber use of the Material in

accordance with this Agreement and in the form delivered by AFP (that is excluding any modifications, overlays or refocusing done by Subscriber) will not infringe the copyrights or the moral rights of the content owner/creator.

**11.4.** AFP does not give any right and disclaims any warranty with regard to the use of names, people, likenesses, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the Material.

**11.5.** Except as expressly set forth in this Section 11, AFP disclaims all representations and warranties, expressed, implied or statutory, of any kind with respect to the AFP Material, the subject matter depicted or included in the Material, the text and/or captions provided with the Material, including but not limited to all warranties (1) of merchantability or fitness for a particular purpose, (2) of non-infringement or title, (3) that the Material will satisfy Subscriber's expectations or requirements, (4) that the Material will not contain errors or inaccuracies.

#### **12. Indemnification**

**12.1.** Subscriber agrees to defend, indemnify and hold harmless AFP, its subsidiaries, affiliates, content suppliers, and each of their respective officers, directors and employees from all liabilities, losses, claims, penalties, settlements, demands, actions, proceedings, damages, costs, and expenses (including reasonable outside legal fees) arising out of or in connection with third party claims related to or resulting from (i) any use of the Material outside the scope of the Agreement, (ii) the Distribution of the Material after thirty (30) days from its date of release by AFP (in its push delivery services, API, or on its platforms), (iii) any violation, breach or alleged breach by Subscriber (or anyone acting on its behalf, agent, contractor or employee) of any of the terms, conditions, representations or warranties contained this Agreement, (iv) failure to obtain any required release for the use of the Material, (v) Subscriber's violation, alleged violation or misappropriation of any intellectual property right (including trademark, copyright, patent, trade secrets) or non-proprietary rights of a third party (including defamation, libel, violation of privacy or publicity) or any other applicable laws or regulations, (vi) the modification of the Material, or use of the Material in combination with other text, images, content or other material by Subscriber or on its behalf.

**12.2** As Subscriber's sole and exclusive remedy for any breach of the warranties set forth in Section 11 above, AFP agrees, subject to the terms of Section 10, to defend and indemnify Subscriber, its corporate parent, subsidiaries and affiliates, and each of their respective officers, directors and employees from all liabilities, losses, claims, penalties, settlements, demands, actions, proceedings, damages, costs, and expenses (including reasonable outside legal fees) arising out of or in connection with any third party claim resulting from a breach by AFP of its warranties in Section 11 above during the Term.

This indemnification does not apply to the extent any damages, costs or losses arise out of or are the result of (i) modifications to the Material, and/or combination of the Material with other text, images, content or other material, made by Subscriber (or anyone acting on its behalf, agent, contractor, employee or authorized third-party distributor), (ii) the context in which the Material is used or (iii) the use of the Material in breach of the restrictions set forth in section 2 of the Agreement.

This indemnification does not apply in connection with Subscriber's continued use of the Material after thirty (30) days from its date of release by AFP (in its push delivery services, API, or on its platforms), or Subscriber's continued use of the Material (including when Subscriber is authorized to Distribute to third parties, such third parties' continued use of the Material) upon Subscriber's knowledge or following notice from AFP (as set forth in section 2.3 (ii)) that the Material should be withdrawn.

This indemnification also does not apply to Subscriber's use of Live videos delivered in real-time by AFP, which Distribution by Subscriber in real-time shall be done under Subscriber's sole responsibility.

**12.3.** In the event of any claim made against either Party for breach of its covenants, representations or warranties, that Party shall have the right to undertake the sole defense of these claims. If the other wishes to join in the defense of these claims it may do so; however, it shall be responsible for any and all of its own expenses including attorney's fees.

**12.4.** If either Party becomes aware of any potential or actual claim to be made against either Party under this Agreement, it shall promptly notify the other Party of the existence of such potential or actual claim and promptly remove the Material object of the claim from its Services if required to do so.

**12.5.** Subscriber shall as soon as it becomes aware thereof give AFP in writing full particulars of any unauthorized use or infringement by any other person, firm or company of copyright or any other intellectual property right belonging to AFP. Subscriber shall make its best efforts and take all reasonable steps to prevent such unlawful behaviors without substituting itself for AFP.

**12.6.** In regard to taking action relating to copyright or any other intellectual property rights relating to the Material, AFP shall at its sole discretion decide what action if any to take in respect of any infringement or alleged infringement thereof. Subscriber shall at AFP's request give full cooperation to AFP in any action, claim or proceedings brought or threatened in respect of AFP copyright or any other intellectual property rights and AFP shall meet any reasonable expenses incurred by Subscriber in giving such assistance.

**13. Taxes.** The amounts payable hereunder shall be free of any tax, charge, duty, assessment, withholding tax, or fee of any kind. Subscriber shall pay, and hold AFP harmless from, all taxes (excluding AFP's income taxes), charges, duties, or other assessments imposed on or resulting from the payment of any fees or the use of any Material licensed, hereunder.

**14. Force Majeure.** During the Term, neither Party shall be liable for damages for any delay or default in their respective obligations under this Agreement (save for any obligation to make any payment), if such delay or default is caused by third parties and/or conditions beyond their control, and makes it impossible for that Party to perform its contractual obligations (including but not limited to acts of God, catastrophes, government restrictions, wars, acts of terrorism, insurrections, strikes, fires, floods, special events cancellation, failure of equipment or transmission difficulties or work stoppages). The Party rendered unable to perform or delayed in performing its obligations under the Agreement by the event of Force Majeure shall promptly inform the other Party upon written notice. So

long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and on the prospects of their ending. Provided however that such delay or default shall exceed one (1) month from the receipt of the notice by the other Party, then the other Party may, so long as the delay or default continues, terminate this Agreement upon one (1) week's written notice to the first Party. For the avoidance of doubt, the fact that an obligation has become more onerous or difficult to perform is not sufficient to qualify as a Force Majeure Event. Force majeure can therefore not be invoked to excuse a Party from its obligation to pay when the other Party has provided the service.

**15. Personal data.** When processing personal data, each Party shall comply with the data protection law applicable to it, including Regulation (EU) 2016/679 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 ("GDPR"), as well as the provisions of French Act n°78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties as amended in its latest version as of 20 June 2018, to the extent applicable to the Party.

In the context of this Agreement, the Parties agree that, pursuant to its contractual relationship with Subscriber, AFP is likely to process personal data when acting as data controller for the following purposes:

- To perform operations which supervise and control the satisfactory performance of the Agreement: processing relating to sales orders, to distribution of the Content, to invoices, accounting, monitoring of consumptions and Subscriber Accounts, to the creation and use of Subscriber Account on the API platform, etc.,
- To perform operations relating to AFP's commercial relationship with Subscriber such as offering it to participate in all types of events, to carry out satisfaction surveys, product tests, to manage complaints, to collect feedback, to carry out commercial statistics,
- To control the Parties' compliance with their contractual obligations,
- To manage unpaid invoices and litigations/disputes,
- To respond to any requests from competent public authorities,
- To fight against any frauds including money laundering or terrorist financing,
- To allow the data subject to exercise the right protected by Regulation EU n°2016/679.

AFP shall ensure that personal data collected and stored is kept no longer than required for the purposes for which they are processed. Personal data collected and processed by AFP under this Agreement may be communicated to AFP's subsidiaries, its data processors, partners or Third-Party Providers. It is likely that the personal data collected might be transferred to a foreign country, including to countries with a lesser degree of protection. In such case, AFP undertakes, in a binding and enforceable manner, by contractual means or other legally binding instrument (including standard contractual clauses issued by the European Commission), to guarantee an adequate level of protection for the rights of data subjects. Data subjects shall enjoy every right protected by Regulation EU n° 2016/679, including the right of access, the right to rectification, the right to erasure, the right to restrict processing. These rights can be exercised by the data subject by contacting the AFP Data

Protection Officer, either by email addressed to [dpo@afp.com](mailto:dpo@afp.com) or by post at : Data Protection Officer, 11/15 Place de la Bourse, Paris. Subscriber also has the right to file a claim to the appropriate supervisory authority.

In the event Subscriber requires AFP to carry a data processing on Subscriber's behalf, the Parties shall sign a data processing agreement in order to define the conditions of the processing and the obligations under which Subscriber shall act as data controller and AFP shall act as data processor.

**16. No Agency.** Nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the Parties. Neither Party may bind the other in contracts with third parties, or make promises or representations on behalf of the other Party. Employees and agents of one Party are not for any purpose employees or agents of the other.

**17. Confidentiality; Nondisclosure.** The Parties shall keep strictly confidential all information in any form or medium whether disclosed orally or in writing before or after the execution hereof designated as such by either Party together with all other information which relates to the business, affairs, products, software, developments, trade secrets, know-how, personnel, agents, customers, subscribers and suppliers of either Party, including the terms of this Agreement, or information which otherwise may reasonably be regarded as the confidential information of the disclosing Party. This confidentiality extends to the login and password, encryption key or token provided to access the AFP databases, or the AFPTV Live platform or Live feed, or the AFP Content API, usage or royalty amounts, and editorial content sourcing and news-gathering techniques, computer programs and computer codes used in the formatting and transmission of information between the Parties. However, the term confidential information shall not include any information disclosed which a) is on the Effective Date, or thereafter becomes, publicly known without violation of this Agreement, b) is demonstrably developed at any time by the receiving Party without use of confidential information, c) is legitimately obtained at any time by the receiving Party from a third party without restrictions in respect of disclosure or use, or d) is required to be disclosed by any applicable law, regulation or by order of a court of competent jurisdiction.

Each Party agrees that it shall disclose confidential information only to those of its personnel or authorized representatives who need to know such confidential information for the purpose of this Agreement and who are bound by suitable confidentiality obligations, either as a condition of employment or prior to obtaining the confidential information, to protect the confidentiality of such confidential information. The recipient Party will be liable as primary obligor for any breaches of this article notwithstanding that such breaches were committed by its personnel or authorized representatives (with or without recipient's knowledge).

**18. Trademarks.** The Parties agree that each may use the name and trademark(s) of the other in its own promotional materials and advertisements subject to the prior written approval of the respective trademark owner in each instance.

It is expressly agreed and understood that AFP's trademarks, service marks, logos and/or trade names, and other names and marks are and shall remain the exclusive property of AFP and Subscriber shall have no right to such marks, logos and names or any intellectual property rights belonging to AFP. Likewise,

Subscriber's trademarks, service marks, logos and/or trade names, and other names and marks are and shall remain the exclusive property of Subscriber and AFP shall have no right to such marks, logos and names or any intellectual property rights belonging to Subscriber.

Neither Party will issue any press release or other public statement regarding the other Party or this Agreement without the prior written approval of the other Party.

Subscriber hereby accepts that AFP may quote its name and reproduce its trademark and/or logo on its promotional and commercial materials, including on its distribution platforms and institutional sites.

## **19. Miscellaneous**

**19.1. Languages.** Should this Agreement be signed in English and another language and should any dispute arise between the two versions, the English version shall govern.

**19.2. Notices.** All notices and requests in connection with this Agreement shall be in writing, and delivered by registered mail, return receipt requested, overnight courier service, or by email with confirmation to the address set out in the Specific Conditions, or any other address stipulated in writing by the Party. Notice shall be deemed delivered and received on the date it is actually received or in any event within five (5) business days of sending.

Notwithstanding the above, notices sent to the "Editorial/Content contacts" set forth in the "Contact Information" form attached can be sent by AFP by email only and will be deemed received within the hour if sent during business hours, or at the opening of business the next day, if sent outside business hours, even if they are sent by email without request for confirmation of receipt.

Subscriber shall ensure that the contact details given herein and in the "Contact Information" form attached are reliable and up-to-date, especially concerning the Editorial/Content contact in charge of corrections.

**19.3. Entire Agreement. Severability. Amendments.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, understandings and agreements, oral or written.

If any provision or part of a provision in the Agreement or these terms is held to be illegal, invalid, or unenforceable by a court or other decision-making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the Parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

This Agreement may be amended only by a written agreement signed by authorized representatives or agents with apparent authority of both Parties.

**19.4. Section Headings.** The section headings used in this Agreement are intended for convenience and reference only and shall not be deemed to supersede or modify any provisions.

**19.5. Assignment.** Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. This Agreement will be binding upon and inure to the benefit of (including the obligations set forth herein) the Parties hereto, their respective heirs, personal representatives, successors and assigns. Subject to the provisions of Section 19.7

below, this Agreement will continue in full force and effect if Subscriber is bought out, merges with, combines with or transfers assets to any third party. Subscriber and the acquiring company shall be jointly and severally liable for Subscriber's obligations set forth herein.

**19.6. Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**19.7. Change of Control.** In the event of a change in control of Subscriber (including, but not limited to, a stock purchase or sale, a merger, or other form of corporate transaction) where the acquiring entity is an AFP competitor or in the event of Subscriber acquiring an AFP competitor, Subscriber shall give written notice to AFP no less than thirty (30) days before the change of control or acquisition and AFP shall be entitled to immediately terminate this Agreement upon a thirty (30) day notice.

**19.8. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile; however, the Parties will deliver original execution copies of the Agreement to one another as soon as practicable following execution.





## EXHIBIT A - Contact Information

<b>AFP Subscriber Contact Form</b>		
Name of Subscriber:		
Address:		
General Tel:		Mobile:
<b>Primary Contact</b>		
Name	Title	
Tel	Mobile	E-mail
<b>Editorial/Content Contact(s)</b>		
Name	Title	
Tel	Mobile	E-mail
Name	Title	
Tel	Mobile	E-mail
<b>Technical Contact(s)</b>		
Name	Title	
Tel	Mobile	E-mail
Name	Title	
Tel	Mobile	E-mail
<b>Administrative Contact</b>		
Name	Title	
Tel	Mobile	E-mail
<b>Contact(s) for the use of Live videos</b>		
Name	Title	
Tel	Mobile	E-mail

## EXHIBIT B

### LIST OF AUTHORIZED SOCIAL MEDIA CHANNELS

- <https://www.youtube.com/@telelibanofficial2>
- <https://www.facebook.com/teleliban>
- <https://www.instagram.com/teleliban>
- <https://www.x.com/telelibantv>

## EXHIBIT C

### ARTIFICIAL INTELLIGENCE

#### I. AUTHORIZED USES

The integration of Material (As Is or as incorporated in Derived Material) into tools using artificial intelligence ("AI") is authorized only in the case of tools to assist editorial production and its distribution, in compliance with the conditions set out below.

##### **a) Writing tools for journalists and tools for optimizing distribution on digital media**

Subscriber may integrate the Material into tools using AI within its information systems, in particular its Content Management Systems (CMS), solely for the needs of its newsroom, when these are (i) editorial assistance tools, or (ii) tools enabling the optimization of content distribution on the media authorized in the Agreement.

The functionalities offered by the editorial assistance tools for journalists include: spelling and grammar checks, automated translation of content, written transcription of audio content ("speech-to-text"), analysis and synthesis of files and data during preparatory research, creation of text summaries, verification for fact-checking from a real-time feed (excluding AFP archives), generation of content tailored to specific audiences, rewriting of agency stories to adapt to house style "re-write in the style of", as well as alert/monitoring, recommendation and search functionalities, notably via content qualification, classification, tagging or geolocation. Other uses of the same type may be authorized by a simple exchange of email between the Parties.

Authorized tools for optimizing the distribution of content on digital media enable the (i) generation of SEO-optimized headlines, (ii) the generation of formats adapted for digital or social media, (iii) the generation of newsletters, (iv) the generation of subtitles from audio tracks for videos (iv) the suggestion of links to other content or the recommendation of other content based on audience statistics.

The use of generative AI tools to produce editorial content from the Material may only take place under human and editorial supervision.

The tool using artificial intelligence must not query the AFP API platform to exploit the archives accessible via this platform.

Pursuant to the provisions of the General Conditions on the display period and archiving of Material, Subscriber may incorporate the Material into an AI-based tool only for thirty (30) days following the date on which the item of Material is downloaded or otherwise received by Subscriber through a push service.

Use of AI processes on the Material shall be under the sole responsibility of Subscriber, and Subscriber shall bear any and all liability in the event of a third-party claim arising as a result of such use.

##### **b) Tools for creating new products or services from the Material**

Where such use is expressly authorized in the Specific Conditions, Subscriber may integrate the Material into AI-based tools enabling:

- (i) automated translation of the Material (used As Is or as incorporated in Derived Material) into a foreign language for distribution on the properties authorized as Subscriber Services or on-demand generation by the end-users directly on the Digital Properties,

- (ii) the generation of audio description programs / podcasts from texts or videos taken from the Material ("text or audiovisual to speech transcription") for distribution on the properties authorized as Subscriber Services or on-demand generation by the end-users directly on the Digital Properties,
- (iii) the generation of texts from the transcription of audio or audiovisual elements taken from the Material ("speech to text transcription") for distribution on the properties authorized as Subscriber Services or on-demand generation by the end-users directly on the Digital Properties, and
- (iv) the generation of summaries or simplified texts from content available on the Digital Properties via a RAG (Retrieval-Augmented Generation solution) or a chatbot-type conversational generative artificial intelligence service, made directly available to the end-user.

Other uses of the same type may be authorized during the Term of the Agreement, subject to the prior written approval of AFP and formalization by amendment to this Agreement.

In addition to the mention on the Digital Properties of AFP as the source of the AI-generated content, reference shall be made clear on the AI-transformed content that it has been generated by generative AI without human validation.

The limits relating to the volume of Material authorized to be posted online on the Digital Properties (quotas) as provided for, where applicable, in the Specific Conditions when Subscriber subscribes to a wire service, must be respected.

The tool using artificial intelligence must not in any way interact with the AFP API platform in order to exploit the archives accessible via the AFP API platform.

Pursuant to the provisions of the General Conditions on the display period and archiving of Material Subscriber may incorporate the Material into an AI-based tool only for thirty (30) days following the date on which the item of Material is downloaded or otherwise received by Subscriber through a push service.

Use of AI processes on the Material shall be under the sole responsibility of Subscriber, and Subscriber shall bear any and all liability in the event of a third-party claim arising as a result of such use.

### **c) Technical restrictions**

When Subscriber integrates the Material into tools using AI, in the cases authorized in paragraphs a) and b) above, Subscriber undertakes that the Material (used As Is or as incorporated in Derived Material):

- shall under no circumstances be used for pre-training, training or post-training ("fine tuning") the models used by this tool;
- remains under the exclusive control of Subscriber;
- is limited to the Material that Subscriber may use as set forth in the Specific Conditions, and therefore excludes the use of AFP archives accessible via AFP's API platform and any Material received or downloaded more than thirty days earlier
- is deleted from its tools and information systems once the display period authorized in the General Conditions has expired.

In the event that Subscriber uses a third-party service provider to provide these functionalities, Subscriber undertakes to ensure (i) that the Material is only used by the service provider for the services provided to Subscriber, and cannot be archived or used by the service provider for the training, development and/or improvement of the service provider's tools and services, and (ii) that all copies of the Material (whether used

As Is or as incorporated into Derived Material such as Programs) shall also be deleted, at the end of the contract between Subscriber and the third-party service provider, from all media whatsoever in the possession or under the control of the service provider. Subscriber undertakes to inform its service provider of these and any other restrictions imposed by AFP on the use of its Material, when the latter uses tools optimized by AI.

## **II. UNAUTHORIZED USES**

- a)** The use of the Material As Is (as opposed to as incorporated in Derived Material) by Subscriber as part of a RAG or a chatbot-type conversational generative artificial intelligence service type tool, making it possible to generate responses/outputs of all types (in particular, analysis or contextualization notes, as well as stories) or to carry out verifications for fact-checking purposes based on the Material, when this tool is made directly available to users of the Digital Properties, is not authorized. The only content generation authorized from the Material is specified in article I. above.
- b)** Similarly, the syndication of Material (used As Is or as incorporated in Derived Material) to partners who operate a chatbot-type generative artificial intelligence service (based on a RAG-type tool or not), whether this service is available to the BtoC or BtoB public, is not authorized.
- c)** the transformation of images from the Material and the generation of images, sounds (other than for audio description) or videos from the Material by means of tools using AI are not authorized.
- d)** Subscriber undertakes not to exploit (directly or via a partner or service provider) in any way whatsoever the Material (As Is or as incorporated in Derived Material) for purposes related to the development and exploitation of machine learning technologies and activities including, without limitation, the development, training, evaluation, improvement, testing and/or tuning of models.