

DATA HANDLING TERMS AND CONDITIONS – LICENSE AGREEMENT

I. Introductory provisions and definitions

- 1.1 The Provider and the Client concluded the Agreement, under which the Provider provides allows the Client to use the Platform (as specified below). These Terms and Conditions regulates the Client's rights and obligations in relation to the handling of Data acquired by using the Platform under the Agreement.
- 1.2 These Terms and Conditions are an integral part of the Agreement.
- 1.3 For the purposes of these Terms and Conditions, words beginning with a capital letter shall have the meaning as terms used in the Agreement, unless expressly stated otherwise:

„Agreement“	means License Agreement concluded between Provider and Client on 5 th February 2026;
„Data“	means any data contained in the Content;
„Content“	means outputs generated by the Platform for the Client under the Agreement;
„GDPR“	means Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
„Intellectual Property“	means any intellectual property or proprietary rights, including but not limited to copyright rights, moral rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of

priority, and trade secret rights, recognized in any country or jurisdiction in the world;

„Personal data“

means any information relating to an identified or identifiable natural person, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Platform”

means software for analyzing content, context, and sentiment based on artificial intelligence, designed to analyze online media content based on user-defined parameters, developed by the Provider;

“Queries”

means any request made by the Client specifying their requirements towards the Provider regarding the Content requested by the Client, regardless of the manner in which the Client communicates such requirements to the Provider (for example, verbally, in writing, via a data file, or through the Provider's Platform).

II. The Data

- 2.1 The Client acknowledges that the Data are strictly publicly available and obtained only from public sources. The Provider is not entitled and obliged to carry out its own investigation of the Data and is not responsible for its truthfulness, accuracy or compliance with the law.

III. Terms and conditions of handling the Data

- 3.1 The Client shall handle the Data according to the Agreement, legal regulations (all relevant and applicable local, state, federal and foreign laws, treaties, rules, regulations and conventions) and in the manner specified in these Terms and Conditions.
- 3.2 Misuse. The Client is not entitled to handle the Data in such way as to cause damage or liable to cause damage to the Provider as well as to a third party. Especially, the Client shall refrain from any handling the Data consisting of using artificial intelligence, machine learning or other techniques to reengineer nor copy any part of Provider's Intellectual property, especially software, algorithms, procedures, definitions of semantic concepts or scenario evaluation. In addition, the Client shall not use the Data to create any models which mimic or substitute Provider's semantic concepts or definitions.
- 3.3 The Client is authorized to share the Data, as a part of the Content, with any third parties only with the prior written consent of the Provider, unless otherwise expressly agreed in the Agreement.

IV. Terms and Conditions of handling the Personal Data

- 4.1 If the Content contained any Personal data, the Client shall use this kind of Data only in accordance with the relevant legislation (especially GDPR).
- 4.2 The Client acknowledges, that any handling with Personal data is considered as a processing of Personal Data. Under the GDPR in case of processing of Personal Data, in particular, but not exclusively, the reason and purpose of processing must be given (e.g. on the basis of legitimate interest pursuant to Article 6(1)(f) GDPR). The Client is obliged to process the data only to the extent reasonable and relevant in relation to the purpose for which it is processed. In that connection, the Client shall especially take appropriate technical and organisational measures.
- 4.3 The Client is expressly prohibited from submitting any Queries that are intended to process Personal Data of natural persons in breach of the General Data Protection Regulation (GDPR) or any other legislation applicable to either the Client and/or the Provider.

- 4.4 Should the Client intend to submit a Query relating to the retrieval of data pertaining to a natural person or natural persons, then
- a) By submitting such Query or Queries, the Client represents and warrants that the retrieval and processing of Personal Data concerning the respective natural person(s) is fully compliant with all applicable data protection laws and that the Client has established a valid legal basis for such retrieval and processing of Personal Data (such as consent, legal obligation, legitimate interest, etc.).
 - b) In the event that any Query submitted by the Client for the retrieval or processing of Personal Data is found to be non-compliant with applicable legislation, the Client shall assume full responsibility and shall fully indemnify and hold harmless the Provider from and against any and all claims, damages, liabilities, costs, and expenses arising therefrom.
- 4.5 The Client has been duly informed by the Provider that the tools employed by the Provider for the purposes of delivering the Content are, by default, configured to process all Queries as if the subject of a Query containing a name of an entity were a business entity (including e.g. companies named after their founders).

V. Data archiving and storage

- 5.1 Client shall archive and storage the Date only according the legal regulations (all relevant and applicable local, state, federal and foreign laws, treaties, rules, regulations and conventions) always in relation to the in relation to the nature of the Data.
- 5.2 If the Content contained any Personal data, the Client shall archive and storage this kind of Data only in accordance with the relevant reason and purpose of processing based on GDPR and only for as long as necessary for the purposes for which they are processed for.
- 5.3 In the case of archiving and storage of the Data, the Client shall take internal technical and organizational measures to prevent any damage or risk of damage to the Provider and third parties.

VI. Breach of the terms and conditions

- 6.1 For every individual case of breach of any obligations set out in these Terms and Conditions and/or in the Agreement, the Client shall pay the Provider a contractual penalty in the amount set out in the Agreement.
- 6.2 The Client is entirely responsible for handling of the Data and is obliged to bear all costs incurred especially in connection with the handling, use, archiving and storage of the Data, including all costs of any penalties or other sanctions which may be imposed on the Client for any reasons in connection with the Data.

These Terms and Conditions are effective as of 1st January 2025.