

Special Conditions for the Additional Product “AI licence for press review creation”**1. Scope**

- 1.1.** These special conditions for the additional product “AI licence for press review creation” apply to every contract concerning the additional product “AI licence for press review creation” between PMG Presse-Monitor GmbH & Co. KG (“PMG”) and a customer within the meaning of section 1.1 of the [General Terms and Conditions of Presse-Monitor GmbH & Co. KG \(“GTC”\)](#).
- 1.2.** Unless expressly regulated in these special conditions, all provisions and definitions of the GTC apply and, with priority over these GTC, the contract separately concluded between PMG and the customer (cf. section 3 of the GTC).
- 1.3.** Conflicting or deviating conditions, in particular the customer’s general terms and conditions, are only binding if PMG has expressly agreed to them in text form.
- 1.4.** With the “AI licence for press review creation”, PMG grants the customer usage rights exclusively to media items licensed by the customer within the scope of the licensing of digital media items pursuant to section 1.1.1 (bullet point 1 or 2 and, if applicable, 3) of the GTC, which permit the processing of these media items in accordance with the acts of use described in section 2.

The “AI licence for press review creation” is an additional product; it necessarily requires the licensing of digital media items pursuant to section 1.1.1 (bullet point 1 or 2 and, if applicable, 3) of the GTC.

- 1.5.** PMG will notify the customer without delay and in text form of changes to these special conditions or to the “AI licence for press review creation” that are required due to technical or operational necessities of PMG and are reasonable for the customer with adequate consideration of their interests. The changes become effective if the customer does not terminate the contract for the “AI licence for press review creation” in text form within six (6) weeks after receiving this notification. PMG will expressly inform the customer of this consequence and of their right of termination in the change notification.

2. AI licence for press review creation

- 2.1.** With the “AI licence for press review creation”, PMG grants the customer the spatially unrestricted, temporally limited and content-restricted, non-exclusive, non-transferable right to process the media items licensed by the customer pursuant to section 1.1.1 (bullet point 1 or 2 and, if applicable, 3) of the GTC using software tools and to undertake the following acts of use:
- Conversion of the original data formats of media items into alternative and machine-readable formats
 - Conversion of written-language media content into data formats that enable spoken-language output of the items
 - Conversion of spoken-language media content into text formats that enable written-language reception of the items
 - Searching, selecting, segmenting and indexing of media items
 - Identification or division of items into content-thematic units as well as marking and selection of central and/or peripheral statements, theses, assessments, etc.
 - Content-related evaluation, comparison, selection and arrangement of items with regard to specific content-related, formal or other criteria and questions
 - Enrichment of items with meta and media data, markings, summaries, translations, references and keywords and other annotations
 - Identification, weighting and extraction of content-thematic units or entities in items

- Visualisation of content-thematic units, statements, theses, assessments etc. from individual or multiple items
- Creation of independent and/or extracted content based on the content of individual or multiple items (abstracts, short or concise summaries, exposés, etc.)
- Identification and prediction of content-related correlations, trends or patterns based on the content of items
- Creation of specific instructions for action (e.g. with regard to activities of external corporate communication, marketing activities or other activities of the customer) based on the content of individual or multiple items
- Integration of media items into editorial designs such as overviews, lists, directories and other layouts

2.2. Within the scope of using the “AI licence for press review creation”, the customer is expressly prohibited from undertaking the following acts of use:

- Processing of media items outside a customer-internal, secure environment not accessible to the public
- Transfer or making accessible the media items and/or the content created on the basis of performing the acts of use pursuant to section 2.1 to:
 - recipients who do not belong to or are not covered by the contractually defined recipient group pursuant to section 8.3.1 of the GTC;
 - service companies commissioned by the customer;
 - software providers used by the customer;
 - other third parties.
- Training and/or fine-tuning of applications from the field of artificial intelligence or large-language models operated or used by the customer
- Use of software providers whose services or applications analyse, evaluate, store or otherwise process media items or content created on the basis of performing the acts of use pursuant to section 2.1 for their own purposes (training and/or fine-tuning of artificial intelligence, large-language models, etc.).
- Exercise of the rights granted within the scope of the “AI licence for press review creation” by third parties or service companies commissioned by the customer; the provisions of section 16 of the GTC (“Commissioning of service providers”) explicitly do not apply within the scope of the “AI licence for press review creation”.
- Storage of content created by the acts of use pursuant to section 2.1 beyond the storage periods granted to the customer within the scope of the licensing of media items pursuant to section 1.1.1 (bullet point 1 or 2 and, if applicable, 3) of the GTC, insofar as these media items were used to create this content. As soon as the customer no longer holds usage rights to the media items used for creating this content, they are obliged to completely delete this content from their data processing systems or data processing devices or from all working memory or other storage media.

2.3. The authorisation to carry out the acts of use pursuant to section 2.1 extends exclusively to media items that were licensed by the customer during the term of the contract between PMG and the customer pursuant to section 3 of the GTC concerning the “AI licence for press review creation” in accordance with section 1.1.1 (bullet point 1 or 2 and, if applicable, 3) of the GTC.

2.4. The customer undertakes, at the request of PMG or the publisher or content provider that published the relevant media items, to exclude one or more of these media items from the acts of use pursuant to section 2.1 and to provide proof of compliance with this obligation upon request.

3. Final Provisions

Should individual provisions of the contract concluded between PMG and the customer concerning the additional product “AI licence for press review creation” be or become wholly or

partially invalid, the validity of the remaining provisions shall not be affected. The contracting parties already agree now that in such a case, the invalid provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the contracts.

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