

**GENERAL TERMS AND CONDITIONS
FOR CONTRACTS FOR CONTENT SERVICES AND CONTENT SALES
CONCLUDED BY THE MEDIA SERVICE SUPPORT AND ASSET MANAGEMENT FUND**

1. DEFINITIONS

- 1.1. Service Provider: the party providing Services and delivering Content under the contract, in this contract the Media Service Support and Asset Management Fund in all cases (hereinafter: MTVA).
- 1.2. Client: the party that uses and receives the Content provided by the Service Provider, the natural or legal person or business entity without legal personality that avails of and uses and pays consideration for the Services provided by the Service Provider.
- 1.3. Third party: All natural or legal persons and business entities without legal personality that use services received or accepted from the Client originating herefrom for their own purposes or for the purpose of providing additional services, as well as any other legal or natural person or business entity without legal personality different and independent from the Services Provider and the Client, especially those not specified separately in this contract.
- 1.4. Services: all obligations assumed by the Service Provider under this contract.
 - 1.4.1. News agency services: all real-time or archive news, photo, graphics, news carrier with sound, database or technical service provided by the Service Provider to the Client from the Photo Archives, Press Data Bank or Article Library of the public service media assets managed by the same or with the involvement or via the activity of Duna Médiaszolgáltató Nonprofit Zrt.
 - 1.4.2. Film archive services: all archive or real-time motion picture or technical service provided by the Service Provider to the Client from the Motion Picture Archives (Film Library) of the public service media assets managed by the same or from the television media services of Duna Médiaszolgáltató Nonprofit Zrt.
 - 1.4.3. Sound archive services: all archive or real-time sound, audio or technical service provided by the Service Provider to the Client from the Prose Archives and Program Document Library as well as from the Music Archives and Sheet Music Library (Sound Library) of the public service media assets managed by the same or from the radio media services of Duna Médiaszolgáltató Nonprofit Zrt.
- 1.5. Content: All news and other text materials, graphics, photo, motion picture and audio content delivered or made available that are constituting the Service provided by the Service Provider to the Client.
 - 1.5.1. Other concepts applied in the case of news agency photo content:
 - 1.5.1.1. Photo content: Photographic artworks made available to the Client via Media Server, Médiamix (<http://mediamix.mti.hu>), or the Fotóbank system (<http://fotobank.mti.hu>) consisting of press photos owned and managed by the Service Provider and the photo selection of international news and photo agencies, with text added in Hungarian or English (hereinafter: photo or press photo).
 - 1.5.1.2. Recent press photo: photos—issued by the Service Provider via the system specified in the contract—that are not older than 30 (thirty) days calculated from the date of issue.
 - 1.5.1.3. Archive photos: press photos made available to the Client via the Fotóbank system (<http://fotobank.mti.hu>), archived at the Service Provider's site or via an order placed independently from the Service Provider, consisting of photos owned and managed by the Service Provider or the photo selection of international photo agencies, which are supplied with a text in Hungarian and

which are older than 30 (thirty) days calculated from the date of issue.

- 1.5.1.4. Ordered photos: all photos placed by the Service Provider in the Client's "Ordered" folder in the Fotóbank system at the Client's separate request and thus made available to the Client.
- 1.5.1.5. Press photo categories as per MTVA's Content Services Price List currently in effect: considering the calendar year of the photo's date of making which the Service Provider shall indicate in the photo's file name, text and/or IPTC field in all cases, press photos owned and managed by the Service Provider and constituting the photo selection of international photo agencies supplied with a text in Hungarian or English (in the case of epa selection) made within or beyond 10 (ten) years.
- 1.6. Price list: the official document comprising the consideration and terms of the services and products in a uniform format.
- 1.7. Fee validity period: the validity period of subscription fees as laid out in the contract, defined by the first and last days of validity.
- 1.7. Concepts used for technical or IT services:
 - 1.7.1. Site: The place specified in the contract where the Service Provider makes available its services to the Client.
 - 1.7.2. Maintenance: An element of Support, consisting of the reasonable efforts of the Service Provider's staff to keep the Equipment in good and operational condition, to maintain an appropriate standard of the services and to restore the operation of the services in the course of the repair, modification or replacement of the Equipment.
 - 1.7.3. Equipment: Any and all computer hardware, printer, modem, multiplexer, leased line or other device listed in the contract provided by the Service Provider to the Client for the purpose of using the services.
 - 1.7.4. Software: Any and all program or database made available to the Client by the Service Provider enabling the Client to use the services of the Service Provider or operating or supporting such services (system, editor, browser, application etc.)
 - 1.7.5. Support: Maintenance and other services provided by the Service Provider to the Client under the terms hereof.

2. SERVICE FEES

- 2.1. Unless otherwise stipulated, the fees set out in the contracts are exclusive of value-added tax, and the VAT rates specified in the price list are applicable.
- 2.2. In the case of contracts concluded for an indefinite term and unless otherwise stipulated by the contract, the Parties shall renegotiate the subscription fees applicable to the next Fee Validity Period at the latest 15 (fifteen) days prior to the last day of the current Fee Validity Period and shall record such new fee in a new contract. If the Parties fail to agree on a new subscription fee on or before the last day of the current Fee Validity Period, the Service Provider may suspend the services until the new agreement is concluded, or, if the Service Provider so decides, it may provide the services until the conclusion of the new agreement in accordance with the terms of the original agreement thus maintaining continuity of the services.

3. METHOD AND FORMAT OF ORDERING

- 3.1. The Service Provider only accepts orders if placed in writing (via facsimile, e-mail or postal mail). The Service Provider uses an order sheet in English language (known as a Deal Memorandum, hereinafter: Deal Memo) for foreign Clients. By placing an order with the Service Provider, the Client accepts and agrees to be bound by the provisions of these General Terms and Conditions (hereinafter: GTC), and the Service Provider's Privacy Policy. A written order and a confirmation signed and returned by the Client shall also constitute a contract concluded. The Service Provider reserves the right to request the Client to submit original documents certifying the existing legal relationship between the Service Provider and the Client.

3.2. The order placed by the Client shall include the following:

- a) if the Client has not been in a contractual relationship with the Service Provider earlier, and if the data necessary for concluding the contract are not available to the Service Provider, the full name (full name as listed in registries), address (registered address), postal address, company registration number or registration number of the Client and the name of the court/authority of registration. In the case of a sole proprietor or private individual Clients, the name, mother's name, personal ID card number, tax identification number, address and, in the case of sole proprietors, the registration number of the Client, furthermore, in the case of legal persons, tax registration number and bank account number;
- b) the name, position and accurate contact details of the representative acting in relation to the order (address, telephone number, e-mail address);
- c) in the case of other individual or framework agreements or a co-production relationship, the registration number provided upon registration of the previous contract by the Service Provider (if the Client has several valid contracts with the Service Provider, the registration number of contracts based on which the Client requests the services in question must be indicated);
- d) regarding the specification of film or sound archive content or the service:
 - the title of the program or works ordered and other information required for their identification, including, for example, the year of making and/or the name of the director of the works in question,
 - the purpose of ordering the program or excerpt, the duration and method of use, the geographical location of use and the number of publications,
 - in the case of orders for television or radio purposes, the name of the broadcasting channel or network, in the case of radio, the radio frequency,
 - the name of the technical carrier (VHS, Beta, CD, cassette etc.);
- e) in the case of news material services, the accurate specification of the requested service (e.g. full news service, ECO, Agenda etc.);
- f) in the case of photo services, the specification of the service (e.g. Recent Press Photo) or the exact specification of the photo, possibly its identification number, which is identical to the photo's file name;
- g) in the case of technical services:
 - the exact description of the required device(s) and the requested item number,
 - the purpose, location, commencement, and duration of the use of the requested device(s),
 - in the case of orders concerning studio and OB vans, the division of the shooting day.
- h) the exact description of the intended use of the requested content.

3.3. The Service Provider shall confirm the order at the latest within 5 (five) working days at the contact address provided by the Client in the form of a price quotation.

3.4. Such confirmation shall include the following:

- unless otherwise agreed by the Parties, the prices shall contain the royalty the Service Provider is entitled to for the licence granted as a holder of neighbouring rights, the Service Provider's royalty for the licence to create works or programs involving the archive excerpt, but shall not include, inter alia, the royalties due to authors and performers for re-use and other fees payable under collective management as well as fees payable based on individual contracts concluded by the Client with third parties (including, in particular, individual copyright holders) as well as the contractual considerations. In the case of co-productions, the royalty for the licence provided for the work to be created with the archive excerpt used;
- the total amount of the consideration, or, in the case of co-production contracts, the contribution by the Service Provider, to be paid based on the order, while in the case

of continuous performance, the periodic fee of the service (monthly, quarterly, annual, etc.);

- the frequency of payment;
- the expected delivery deadline or the duration of the service;
- in the case of archive services, the duration, scope and format of possession of rights and use of the archive material;
- if preliminary research is needed for the archive services, the fee for such research, the relevant payment terms and other administrative conditions related to the same (necessity to present a proof of payment, etc.);
- in the case of film and audio content, the number and other terms of use (e.g. the exact name of broadcasting channels);
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- in the case of news agency services, the licensed user platforms and preliminary special stipulations associated with the agreement, if any.

3.5. The Client acknowledges that the order can only be deemed accepted by the Service Provider if the Client signs the order and returns it to the contact persons specified in the contract or the production liaison. The Service Provider may refuse to perform orders in writing even in the case of orders confirmed with the appropriate modification of the consideration to be paid by the Client or restrict the duration and/or scope of use as well as deny or suspend the provision of already ordered services, in particular with regard to its own program editing principles and needs, content protection and business as well as organisational interests as well as in the event the Client defaults with payment or has a debt outstanding against the Service Provider. This Clause shall apply in the case of previous program production or co-production contracts with the proviso that the Service Provider shall only be entitled to the rights laid out herein if, at the time of communicating the order, the Client is breaching any of the contracts existing between the Service Provider and the Client.

3.6. In the case of Film, Photo, or Sound Archives services, the Service Provider, if requested so by the Client, will offer the Client an opportunity to preview before placing an order concerning archives services subject to a separate fee, at a pre-agreed date.

3.7. If:

- the archive material requested or the excerpt thereof cannot be determined from the order accurately, for example, if the Client only provides approximate broadcasting time or topic,

or,

- the Client is otherwise unable to unambiguously describe the Content requested, for example, it is unable to define a program excerpt with a time code,

or the Client did not request a preview either,

- the Service Provider may charge an extra research cost in addition to the standard costs and will not accept objections regarding performance.

4. TERMS OF PAYMENT

4.1. In the case of contracts of continuous performance, the Service Provider will invoice subscription fees of the services in the subject month.

4.2. In the case of contracts or orders for a one-time performance, the Service Provider will invoice the fee of the services also in advance, depending on the agreement of the parties, and shall also be entitled to request advance payment of the invoice

- to perform orders placed by natural persons,
- in the case of continuous provision of news agency services,

- in the event of the late payment of previous invoices,
- if other agreements between the parties include such a provision.

- 4.3. In the case of news agency services, the Client acknowledges that the Service Provider will invoice fees payable based on actual usage (e.g. Fotóbank) on a monthly basis, subsequently, in the month following the subject month.
- 4.4. In the case of free of charge archive and technical services, the VAT content of the total consideration calculated based on the price list in effect from time to time will be charged, which the Client shall pay.
- 4.5. If the service fee elements do not include royalties under collective management and thus are payable to the collective management organisation and the royalties not subject to collective management and therefore payable to the rightsholder directly, the Client shall pay such royalties to the rightsholders itself.
- 4.6. The fees of the services shall, at all times, be applicable to the entire content made available and usable (in the case of news services, the entirety of the news feed, in the case of photo services, the usage limit, in the case of film and audio services, the actually provided duration), regardless of how much of the content delivered the Client has actually availed of *or used*.
- 4.7. Invoices issued by the Service Provider
 - 4.7.1. in the case of Clients having registered offices in Hungary, shall be due within 15 (fifteen) working days from the issue date of the invoice, and the Client shall pay the invoice via bank transfer to the Service Provider's bank account kept with OTP Bank Nyrt. under account number 11794008-20541884-00000000;
 - 4.7.2. in the case of foreign clients, shall be paid in the currency *selected by the Service Provider*. The deadline for paying export invoices shall be *30 (thirty) calendar days from the issue date of the invoice* unless otherwise provided in the form titled Deal Memorandum applied in international sales or the individual contract/confirmation of order. The Client shall pay the invoice due via bank transfer to the Service Provider's account depending on the given currency and specified in the contract;
 - 4.7.3. will be issued electronically and will be forwarded electronically in accordance with the relevant provisions of Act CXXVII of 2007 on Value Added Tax. The Service Provider will send invoices with a certified electronic signature to the Client's e-mail address provided for this purpose. The Client shall provide the exact e-mail address, and inaccurate data provision or any technical error or problem of other nature related to the e-mail shall not relieve the Client from its obligation to pay the invoice as well as from other consequences arising from late payment.
- 4.8. The invoice will be deemed paid when the sum is credited to the Service Provider's bank account. If payment has already been made, the Service Provider will indicate such a fact on the invoice.
- 4.9. All costs incurred in relation to the payment of the invoice shall be borne by the Client.
- 4.10. The Service Provider will accept complaints regarding the invoice within 5 (five) working days from receipt of the invoice in writing. No complaints received after such deadline or made orally will be accepted.
- 4.11. Late payment of the invoice will result in an obligation to pay default interest at a rate set out in the Hungarian Civil code from the date of falling into a delay.
- 4.12. If the Client fails to pay the sum due within the payment deadline, the Service Provider shall be entitled to give the notice to pay to the Client without undue delay. If within 5 (five) working days from the receipt of the notice, or, in the absence of such notice, within 30 (thirty) days from the original due date of the invoice, the invoice is not paid for reasons attributable to the Client, the Service Provider shall be entitled to refuse to perform the order in question or other orders until the debt is settled, to suspend its services and to terminate the contract with immediate effect.

5. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Service Provider agrees
 - a) to make all reasonable efforts to provide the Services to the Client continuously and warrants the continuous availability of the content of the service;
 - b) to make all reasonable efforts to provide the highest standard of accuracy and speed in its Services;
 - c) to issue a correction if it learns that any Content issued previously is incomplete, faulty, or otherwise infringing
 - d) to manage any and all data obtained in relation to the Client in compliance with laws in effect from time to time, not to disclose the same to third parties and to only use such data to an extent necessary for operating the Services and the information of the Client.
- 5.2. In the case of ordering news agency services, the Contracting Parties agree that the Service Provider is either entitled to use the Content in the service provided to the Client in its own right (as the holder of the rights related to the Content as intellectual property) or based on a licence received from the rightsholder.
- 5.3. In the case of providing Film, Photo or Sound Archive services, the Service Provider shall only be liable for the legal clarity of the archive material ordered if, pursuant to Act LXXVI of 1999 on Copyright (Copyright Act), a licence is required for the use of the archive material ordered for the purpose indicated in the order, in the event, and only subject to the conditions set out herein, if the Service Provider is the holder of the property rights or is otherwise authorized to sublicense. Otherwise, the Service Provider shall not be bound by warranty obligations.
- 5.4. The licence for an intended use shall be obtained by the Client from the third party rightsholders. The Service Provider may not be held liable against third parties for the Client's failure to fulfil such obligation, and the Client shall indemnify and hold the Service Provider harmless against any claims arising therefrom as well as claims related to use. The Service Provider shall, at the Client's written request, strive to provide concise information about planned use, whether a third-party licence is required or not and about the person authorised to grant the licence to the Service Provider's best knowledge. The Service Provider may, at most, be held liable for the content of the information provided at the Client's written request.
- 5.5. If the services are used via a connection other than that provided by the Service Provider (e.g. online transmission), the Client shall provide the telecommunications connections necessary for using the services, shall bear its establishment and subscription costs and shall proceed to eliminate breakdowns of the telecommunications line, if any.
- 5.6. The Client acknowledges that the Service Provider holds the right to use the Content, therefore, unless otherwise provided in the contract concluded with the Service Provider, the Client agrees
 - a) not to disclose the Content to third parties beyond the right to use granted in the contract in any format, either on paper or any data carrier or in the format of signal transmission or any other manner and not to make such Content available on an occasional basis either;
 - b) not to build a database of the Content;
 - c) not to load the Service Provider's database into its own system or that of a third party;
 - d) not to make accessible the database to third parties on an occasional basis either.
- 5.7. The Client acknowledges that use of the Content or information extracted therefrom in a manner other than that specified in the contract is not permitted (especially in another medium, format, platform, geographical location, and broadcast number), except where the Service Provider has given express prior written consent to such use. The Client also acknowledges that it shall not be entitled to use the Content independently from the contract even in the case the term of protection of the Content received from the Service Provider expires, not even in the case where the Content otherwise forms part of the public domain, or becomes part of the public domain during the term of the contract or after the expiry thereof, especially if it can only be found in the Service Provider's Archives. The Client explicitly agrees to acknowledge the Service Provider's reservation of rights and to ensure that the Service Provider's rights are enforced in full, and, in the case of an infringement related to use, to warrant, in particular, copy protection, geo-blocking and other steps aimed at making impossible any further use.
- 5.8. In the case of Film and Audio Archive services

- a) the Service Provider's activity related to archive and technical services is carried out by its designated organisational unit, and, in the case of orders placed based on a co-production contract on the provision of archive and/or technical services contribution by the Service Provider, by the designated production liaison.
- b) archive and technical services may only be used based on a written order placed with the designated organisational unit, and, in the case of a valid co-production agreement, with the production liaison. The order may be based on a previous legal relationship between the parties, including framework agreements or co-production agreements on the provision of archive and/or technical services contribution.
- c) If the Client uses the Content as part of its own, newly created work (not including co-production and public service programs), the Client shall indicate MTVA's logo and the "Media Service Support and Asset Management Fund" name in the outro of the work thus created as a source.

5.9. In the case of Film and Audio Archive services

5.9.1. the Client agrees to

- a) process and publish the material received from the Service Provider without distorting its content, in a manner precluding ambiguity and malignant conclusions and suitable to be inserted into the original context;
- b) to publish the material received from the Service Provider with unchanged text or without material changes, to indicate MTI (as the abbreviation of the MTI Directorate of Duna Médiaszolgáltató Nonprofit Zrt., hereinafter: MTI) as a source and not to indicate any other source of information;
- c) to refer to the source of information at the beginning of the news block in the case of broadcasting information received from the Service Provider; to broadcast news flashes with an exact identification of the source;
- d) to use the information provided by the Service Provider for official purposes with the marks "to editorial staff", "correction..." or with embargo only in accordance with the respective markings and the indicated times. In the case of withdrawing news, not to refer to the withdrawn news even indirectly, and in the case of a correction, to publish the correction without undue delay. If the Client breaches this obligation, it will be held liable for the damage caused and infringements made against both the Service Provider and third parties independently and shall indemnify the Service Provider in this respect;
- e) to publish the photos received from the Service Provider with the mark "MTI" and by indicating the author's name, and to immediately replace such photo with another at the Service Provider's request;
- f) The Client acknowledges that it may not change the message or content (participants) of photos and accompanying texts either via retouching, editing or other computer intervention (e.g. montage) or in any other manner and pay particular attention to respecting personal rights in the course of publication;
- g) if the Client displays the photo received as an illustration, that is, in a manner not closely linked to the given article, news or other content, in relation to another event or story, as a means of illustration or mood-setting, the Client is obliged to call attention to such fact by displaying the text "The photo is for illustrative purposes only" or "The photo was not made of people featured in the article" or a similar text directly near the photo content or by displaying the original byline, thus indicating that there is only an aesthetic link between the photo and the other content, and not one related to content. The Service Provider shall not be held liable for ambiguous display in the course of such use of the photos, and the Client shall be held liable for all legal consequences arising therefrom. In the course of usage as per this point, the Client shall pay particular attention to ensuring that any use other than in the original context is in compliance with privacy laws and does not infringe personal rights. The Client shall be held liable for any claims resulting from the use of the photos for illustrative purposes and brought based on the infringement of personal rights;
- h) to publish MTI graphics with the source indication displayed thereon;
- i) to handle all information pertaining to making a connection (e.g. network data, addresses, client ID, password) in confidence.

- 5.9.2. The Client acknowledges that if it fails to fulfil any of the provisions set out in points b), c), d), e), f) and g) of the previous Clause, the Client shall pay penalty at a rate of 1 (one) % of the Service Provider's monthly service fee as stipulated in the contract for every breach committed.
- 5.9.3. The Client shall be entitled to accept the Content, modify it without changing its substantial elements and the facts contained therein in compliance with the provisions of Clause 5.9.1 hereof, amend and add an explanation to it, as well as to reproduce and to distribute the same.
- 5.9.4. If the Client uses the Content in the framework of online services, it shall display a warning on its website in the form of a pop-up or a URL with the following text or a text with identical meaning:
- The news and photos of MTI as well as other news agencies used on this website are protected by copyright. Except for free use according to law, any use of the photos, bylines and other texts, including, in particular, their reproduction, distribution, broadcast to the public, adaptation, exhibition, storage on a computer device or electronic data carrier, shall be prohibited.
- Pursuant to the Copyright Act, free use shall include, in particular: copies made by natural persons for private purposes, for the purpose of demonstration in the context of school education or for scientific research, provided that such use does not exceed the extent justified by the purpose, indicate the source and the author's name and such borrowing do not, either directly or indirectly, serve the purpose of earning income. Use of the works for other purposes shall be subject to the prior written consent of the rightsholders.
- 5.9.5. In the case of photo services, the Client may only use the Content with "AP" source designation or of "AP" origin in its full service and may not create a separate AP column.
- 5.9.6. The Client acknowledges that, in the case of exceptional and unforeseeable circumstances (e.g. state of danger, etc.) or in an event significant from the point of public service obligations, the volume of editorial news issued by the international news agency (news service) may vary or may decrease due to a potential reallocation of tasks.
- 5.10. The Client shall inform the Service Provider if it learns that the Content is used by any third party unlawfully and shall strive to prevent such infringement and to ensure that the Service Provider's rights related to the Content are upheld.
- 5.11. Special stipulations pertaining to technical or IT services:
- 5.11.1. The Client acknowledges that the Service Provider is the holder of all rights pertaining to the Equipment, either in its own right or as a result of a third-party authorisation to provide the Equipment to the Client as part of its services. The Client acknowledges that it will not acquire title to the Equipment.
- 5.11.2. It shall be the Client's responsibility to provide a suitable environment for the operation of the Equipment in line with the Service Provider's specifications.
- 5.11.3. The Client
- a) may not dispose of the Equipment and may not transfer or encumber the same;
 - b) may not remove the Equipment from the Site;
 - c) may not infringe copyrights and other rights related to intellectual property for any services of the Service Provider;
 - d) may not make any changes to the Equipment, may not connect the Equipment to another equipment, may not install unknown software on the same except those approved or recommended by the Service Provider in writing;
 - e) may not authorise any person other than the Service Provider or the Service Provider's agent to perform maintenance operations on or repair the Equipment or to interfere with it.

The Client shall be held liable for any and all damages resulting from breaching the obligations set forth herein or shall indemnify the Service Provider against such damages.

- 5.11.4. In the event the contract is terminated, the Client shall return the Equipment to the Service Provider within 5 (five) calendar days from the termination of the contract.
- 5.11.5. The Service Provider will assist in creating the connection between the Equipment and the Client's computer network, but the Client shall be responsible for forwarding the Service Provider's services from the Equipment to the Client's computer network.
- 5.11.6. The Service Provider may, at any time, replace the Equipment with another Equipment with 30 (thirty) days' notice by maintaining continuity of the service at all times.
- 5.11.7. The Client shall indemnify the Service Provider against any loss or damage to the Equipment arising from any irregular technical defect imputable to the Client except if such loss was caused by the Service Provider's negligence or wilful misconduct.
- 5.11.8. In the case of remote services, the Service Provider shall provide to the Client a username and a (confidential) password for accessing the Services, which the Service Provider may, for the Client's interest or at the Client's request, change at any time.
- 5.11.9. The Service Provider grants a non-exclusive and non-transferable right to the Client to use the Software at the Site. The Client agrees that it will only use the Software on the designated devices and for operational purposes.
- 5.11.10. The Client may not
 - a) transfer the Software to a third party;
 - b) may not permit the use thereof to a third party;
 - c) may not copy it (except for making one copy for security purposes);
 - d) may not alter it;
 - e) may not merge it with another software;
 - f) may not distribute it;
 - g) may not transfer it;
 - h) may not reverse-engineer it and may not explore its operating principles in an unauthorised manner.
- 5.11.11. If the Service Provider makes available an Equipment and/or Software to the Client to be operated via a connection with the Client's hardware and/or software, the Parties agree that:
 - a) the Service Provider does not guarantee that the Equipment and/or the Software will run on the hardware or with the software provided by the Client in a satisfactory manner;
 - b) the Service Provider shall not be held liable for the reduced performance of its services or any loss or damage (including loss of content) if such loss or damage occurred because the Client connected to or accessed the Equipment and/or Software with a system, software or equipment that was not supplied by the Service Provider;
 - c) in order to maintain compatibility with the change of the services' method of forwarding, the communication protocols and the format of the content, the Service Provider may require the Client to develop the Client's hardware and/or software.
- 5.11.12. The Service Provider provides the Support specified in points a), b), d) and e) of Clause 5.10.14 of this annex on the territory of Hungary exclusively.
- 5.11.13. So that the Service Provider may provide the Support to the Client, the Client

shall:

- a) allow the Service Provider and the Service Provider's agents to enter the Site at any reasonable and pre-agreed time;
- b) cooperate with and assist the Service Provider to the extent necessary.

5.11.14. The Support provided by the Service Provider may consist of the following:

- a) delivery and installation of the Equipment and/or Software at the Client's Site;
- b) removal (decommissioning) of the Equipment and/or Software or relocation based on the Client's written order;
- c) provision of telephone support for the services (reporting problems from 0.00 to 24.00)
- d) on-site troubleshooting (on working days in Budapest from 7.00 to 20.00, in other areas of the country from 8.00 to 16.00);
- e) Maintenance.

The Service Provider is entitled to charge the fee as per the Service Provider's current rates for the Support specified in points a), b) and d).

5.11.15. The Service Provider performs Maintenance during regular maintenance hours (on working days from 8.00 to 16.30).

5.11.16. If the Client requests Maintenance outside of the regular maintenance hours, the Service Provider shall be entitled to charge the fee as per the Service Provider's current rates for Maintenance performed this way.

5.11.17. Excluded Maintenance

Support shall not include the following:

- a) Maintenance that becomes necessary due to events not imputable to the Service Provider, accidents, negligence or use not in accordance with intended function;
- b) Maintenance that becomes necessary due to a defect of the operational environment or as a result of the Client's use of the service not in accordance with the provisions of the operating manuals prepared by the Service Provider;
- c) Maintenance that becomes necessary because persons other than the employees or agents of the Service Provider attempted to repair, service or modify the Equipment and/or Software;
- d) Maintenance of software versions containing unauthorised alterations;
- e) Maintenance of software and/or hardware that were not supplied by the Service Provider and Maintenance that becomes necessary due to the operation of such hardware and/or software;
- f) Maintenance that became necessary due to network or hardware overload if the overload was not caused by the Service Provider;
- g) The costs of fieldwork at the Site at the Client's request if there is no defect or breakdown that had been caused by the Equipment.

5.11.18. The Service Provider shall not be obliged to perform the Maintenance in the cases specified in point 5.11.17, however, the Service Provider may, at its own discretion, decide to perform the Maintenance at the Client's request and based on its current rates.

5.11.19. The Service Provider may, from time to time, alter and/or expand the Equipment and/or the Software if such alterations and expansions may lead to a similar or better performance of the Equipment and/or the Software.

5.11.20. In the course of performing alterations, the Service Provider will strive to cause the least possible nuisance to the Client.

- 5.11.21. Alterations and expansions are performed during regular working hours (on working days between 08.00 and 16.30).
- 5.11.22. The Client accepts that, in order to maintain compatibility with the Equipment and/or the Software, it may, from time to time, become necessary for the Service Provider to upgrade its own hardware and its application and/or network software at its own costs and expenses.
- 5.12. Special stipulations pertaining to Film and Sound Archives services and a real-time motion picture and audio services:
- 5.12.1. The Client acknowledges that, in the case of ordering a full program, the Service Provider will not cut or edit the program, for example, to remove advertisements edited into the program or the breaks of sports events. At the Client's express written request, the Service Provider will cut and edit the program, subject to free the capacity available for such task, and will charge any costs incurred on the Client.
- 5.12.2. The Service Provider may refuse to perform orders in writing even in the case of orders confirmed with the appropriate modification of the consideration to be paid by the Client or restrict the duration and/or scope of use as well as deny or suspend the provision of already ordered services, in particular with regard to its own program editing principles and needs, content protection and business as well as organisational interests as well as in the event the Client defaults with payment or has an outstanding debt against the Service Provider. This Clause shall apply in the case of previous program production or co-production contracts with the proviso that the Service Provider shall only be entitled to the rights laid out herein if, at the time of communicating the order, the Client is breaching any of the contracts existing between the Service Provider and the Client.
- 5.12.3. The Service Provider shall be entitled to request preliminary statements from the Client affecting the circumstances of performance. In this case, the deadline for performance will be automatically extended with the period between the submission of the statement request and the provision of the statement. If the Client refuses to give the statement or fails to provide it by the deadline indicated in the request, the Service Provider shall not be obliged to perform the order in a previous program production or co-production legal relationship either.
- 5.12.4. The Client acknowledges that in the event it wishes to cancel the order after it has sent back the signed confirmation, the Client shall pay a cancellation fee. The cancellation fee shall be calculated based on the maximum amount of the technical and research fees specified in the confirmation signed and returned by the Client. If the Client accepted the archive materials specified in the signed Deal Memo and the contract but did not use them in the manners previously indicated in the Deal Memo and/or the contract, the Client shall nevertheless be obliged to pay the technical, research and usage fees to the Service Provider (including VAT) based on the Service Provider's invoice.

The cancellation fee shall be calculated as follows, from the performance deadlines set out in the confirmation signed and returned by the Client:

- in the case of cancellation within 3 (three) days, 30 (thirty) % of the archive technical costs and the consideration for the technical services as set out in the confirmation,
- in the case of cancellation within 2 (two) days, 40 (forty) % of the archive technical costs and the consideration for the technical services as set out in the confirmation,
- in the case of cancellation on the previous day, 50 (fifty) % of the archive technical costs and the consideration for the technical services as set out in the confirmation,
- in the case of cancellation on the subject day, 100 (one hundred) % of the archive technical costs and the consideration for the technical services as set out in the confirmation.

- 5.12.5. The Client acknowledges that if it modifies the confirmed order two days prior to the expiry of the performance deadline, a surcharge in the amount of 30 (thirty) % of the original consideration (or the modified consideration if the latter is more than the former) will be charged.
- 5.12.6. The Service Provider accepts complaints regarding its performance related to archive services within 5 (five) working days from delivery in writing. The Service Provider will examine the legitimacy of the complaint within 5 (five) working days and will inform the Client of the result of such examination in writing. If the Service Provider performed the order faultily, it shall correct such service within 3 (three) working days at its own costs and expenses. If the Partner accepts MTVA's performance while being aware of its breach of contract, the Partner may not enforce any claims against MTVA in relation to breach of contract in the future.
- 5.12.7. The Client acknowledges that delivery takes place via MTVA's own cloud technology, and no other systems may be used, or carriers may be provided due to MTVA's IT security provisions.
- 5.12.8. In the case of archive services, the Client shall be obliged to delete the received archive materials within 8 (eight) calendar days after expiry of the period specified in the confirmation of the order (period of right to use) and/or after the permitted number of publications and shall make a written statement to confirm the deletion. If the Client breaches these obligations, the Service Provider may claim penalty in the amount of the difference between the amount invoiced for the service and the highest fee and costs applicable with regard to the type of the order (full, excerpt, sports events, etc.) in accordance with the price list, or, if there is no difference, 20 (twenty) % of the amount invoiced. In addition, the Service Provider shall also be entitled to the full sum that the Client received in relation to the unauthorised use on any legal grounds as gross revenue (any support received in relation to the use shall also constitute revenue). Furthermore, the Service Provider is entitled to deny further performance if the Client fails to provide the statement confirming deletion until such statement is provided.
- 5.12.9. The Service Provider reserves the right to only perform orders concerning any archive materials stored in its Archives if a consent issued to the name of the Service Provider and naming the Client as the entity authorised to use the material for the purpose specified in the order, known as an access letter¹, is available. In the case of dubbing audio content, voice-over and subtitles, this provision shall apply with the proviso that an access letter issued by the rightsholder of the given film is necessary in all cases. If the Service Provider does not request an access letter, such circumstance shall be without prejudice to the provisions of these General Terms and Conditions on warranty and exclusion of liability.
- 5.12.10. With regard to the importance of the Client and the purpose of public information planned to be implemented via the use of the works, the Service Provider may, at its own discretion, provide extra services and determine different fees for central governmental administrative bodies, legislative bodies and the Office of the President of the Republic as set out Paragraphs a-c) of Subsection (2) of Section 2 of Act CXXXV of 2018 on Government Administration.
- 5.12.11. The Service Provider's archive services for other purposes shall include, in particular, the reproduction of the archive material, use of its distinctive title and the commercial utilisation of logos, format or other intellectual property rights or the characteristic and original shape, as well as the publication of full materials and excerpts thereof ordered for purposes other than broadcasting. The Service Provider may make the provision of such other archive services subject to a separate contract containing special terms even if otherwise there is a framework

¹ access letter: a document drawn up to the name of the Service Provider certifying that the Client has obtained a licence to use the relevant program to an extent specified in the order (excerpt) from the rightsholder person or organisation (copyright holder, personal rightsholder, etc.) with the written consent of such person or organisation and, thus, the Service Provider can perform the order towards the Client.

contract in place between the Service Provider and the Client.

5.13. Research in MTVA's Archives

- 5.13.1. In accordance with the operational procedure of the Archives, research generated by needs outside of public media, due to their personal and infrastructural requirements, may be initiated by at all times keeping program security as well as the priority of program and content production and service of the public media in mind.
- 5.13.2. The territory of the Archives, just like the production bases themselves, are areas of top security, therefore, admission to such area is only possible with a specific purpose, with a pre-agreed appointment and based on prior consent.
- 5.13.3. Requests to enter the Archives for research purposes (if such research cannot be performed from the MTVA's online databases or requires personal presence for another reason) shall be addressed to the MTVA's Content Sales Group at the tartalomertesites@mtva.hu e-mail address or shall be submitted via the <https://archivum.mtva.hu> site
- 5.13.4. The request to enter shall specify the purpose of the research, which may be the following:
- (i) exploration outside of publication purposes, for private purposes
 - access with personal connection (e.g. actor, contributor or, after the passing of such person, their relatives or a certified guardian of their memory, etc.),
 - creator or author (e.g. former photographer, director, composer, etc. to explore their own oeuvre, or a successor or estate manager with the same purpose),
 - (ii) research for business purposes
 - a media or content producer to produce own content (e.g. television program producers, film producers, content producers etc.)
 - publishers for media publication (e.g. book, magazine, internet, special content)
 - cultural institutions (e.g. exhibitions, custom screening, culture club, etc.)
 - (iii) research for scientific purposes
Archive exploration commissioned by an institution, only with a mandate or support statement issued by such institution (thesis, academic paper, dissertation, book writing, lecture, education, other).
The mandate or support statement shall include the following:
 - the purpose of the research,
 - the exact name and address of the institution issuing the mandate,
 - the person entitled to issue the document and their academic degree, if any, their position at the institution and contact details,
 - the signature and stamp of the person issuing the document,
 - the data of the person commissioned with the research and their position in the research
- 5.13.5. After the request to enter has been assessed, the Content Sales Group will set a date with the person(s) performing the research and will initiate the approval of their admission to the Archives at the MTVA Security Office.
- 5.13.6. MTVA's Archives are private-public collections, therefore, both the Content Sales Group and the Security Office may deny entry and, thus, research, even if the objectives set out in point 5.13.4 are fulfilled, without further explanation, with regard to the aspects laid down in point 5.13.1, among others.
- 5.13.7. MTVA's Security Office will apply the admission protocol corresponding to the current alert level, which may include checking luggage, clothing, or vehicles in addition to the regular checking of personal data.
- 5.13.8. The research may in all cases only be commenced after paying the research fees set out in MTVA's Content Sales Price List or after committing to pay such fees.

- 5.13.9. In the course of the research, the persons entering MTVA's buildings shall comply with the provisions of MTVA's Rules of Conduct during their visit (the currently effective version of which is available from MTVA's general publication list), including, in particular, the rule prohibiting the use of image and audio recording devices on the area and making copies of the databases and content used in the course of the research. In addition to the above, the person(s) performing the research shall comply with the requirements of MTVA's internal regulations (Privacy Policy, Document Handling Policy) and provisions regarding the processing of personal data, and, in this context, such persons are required to comply with the relevant laws in effect in the course of their research activity, including, in particular, the applicable provisions of the GDPR and the Information Act, having regard to the protection of personal data as well as the enforcement of the principles of "proportionality and necessity".
- 5.13.10. If the person(s) entering MTVA's area for research purposes fail to comply with MTVA's regulations and conduct in a manner violating the Rules of Conduct and fail to cease such conduct even when requested, such person(s) will be escorted out of the building by the employees of the Security Office. Along with the application of other possible legal consequences, violation of the rules may result in the suspension of the entry authorisation of the person(s) concerned and the prohibition of a future entry.
- 5.13.11. In the case of an extraordinary event (e.g. natural disaster, fire, bomb threat, etc.), the person(s) entering MTVA's premises are required to follow the instructions of MTVA's employees and act in accordance with the provisions set out in the building's evacuation plan.
- 5.13.12. The person(s) performing the research shall be held liable for claims brought against MTVA and/or the public media service provider by third parties in relation to the breach of their above obligations. With regard to the undertaking of the person(s) performing the research, based on the foregoing, the MTVA shall be entitled to refer any third party in relation to claims brought in the context of this Clause to the person(s) performing the research, by informing them of the obligation to indemnify directly, (including the organisation sponsoring the research and performing scientific research as a regular activity and fulfilling a public duty). If MTVA is required to pay a fine due to its contribution or omission in the course of the research (provided that intent cannot be established) by any organisation, the person(s) performing the research shall pay such amount to the MTVA at the MTVA's request.
- 5.13.13. With respect to the academic research, the person(s) performing the research acknowledges (acknowledge) that the provision of the necessary documents and data may require preliminary research by the MTVA and in certain cases the involvement of a third-party service provider, the costs incurring in relation to which shall be borne by the person(s) performing the research at the MTVA's request. The person(s) performing the research shall cooperate with MTVA in relation to the preliminary determination of the labour needs, involvement of service providers and foreseeable time requirements and shall acknowledge the priority of MTVA's public tasks.
- 5.13.14. If the person(s) performing the research request copies of content, the MTVA will only fulfil such request after assessing the written request of the person(s) performing the research, in accordance with privacy rules and the MTVA's content protection obligations.
- 5.14. The Client acknowledges that starting from 10.01.2022, access to the registered seat, premises of the MTVA and other locations specified by the MTVA as places of performance (hereinafter jointly referred to as: the locations) shall only be given to persons directly or indirectly involved in the performance of tasks, who have received the SARS-CoV-2 vaccine (hereinafter referred to as: the vaccine), or, in case of a two-shot vaccine, the first dose of the vaccine, then the second dose of the vaccine after 25.02.2022, and who, upon entry, can certify that he/she has received such vaccination by presenting both an official identity card and one of the documents specified in Subsection (6) of Section 2 of Government Decree 598/2021 (X. 28.) on the Protection of the Workplace against the Coronavirus. The Client hereby acknowledges the above and undertakes to promptly inform of this provision any and all persons participating, directly and in person, in the performance of the services undertaken by the Client for the MTVA, and shall undertake to employ at the locations outlined above only such persons, or, where allowed by the Contract, only

such contributors who comply with the above requirements and are able to provide certification of their compliance in accordance with the provisions of this Clause.

- 5.15. The Client acknowledges that the MTVA is entitled to deny access to any person intending to enter the locations if such person does not comply with the specified requirements or is unable to certify or properly certify compliance, and also acknowledges that, in such cases, it shall not be exempt from the legal consequences of the non-contractual performance of the services it has undertaken to provide, and that it may not refer to breach of contract by the MTVA or behaviour of the beneficiary prohibiting contractual performance as the basis of such exemption. In case of any conflict between this Clause and any other provisions of the contract, this provision shall prevail. If this Clause supplements (and does not detract from) an associated provision of the Contract, the two provisions shall be applied jointly.

6. LIABILITY FOR DAMAGES

- 6.1 The Parties acknowledge that they shall indemnify the other party against any and all damages arising from their breach of contract, and, in the case of breach of contract by the Client, the Service Provider shall be entitled to terminate the contract with immediate effect or cancel the contract.
- 6.2. In the event the Client uses equipment provided by the Service Provider, the Client shall have unconditional and full pecuniary liability for the use and protection of the equipment provided to the same, by taking the value of replacing such equipment as the basis for calculating damages, and for any damage, destruction, or loss of the equipment.
- 6.3. The Service Provider may not be held liable for any damage or loss suffered by the Client due to misunderstanding, incorrect interpretation, or unprofessional usage of the Content.
- 6.4. The Service Provider shall not be held liable for occasional technical defects that are not imputable to the same, including, for example, the following: power outages, breakdowns due to faults in the telecommunications network (cable bursts, line breaks), damage caused by natural disasters, system downtime due to the Client's fault, coding or synchronisation delays due to other technical reasons, or any damage caused by such events, and any other events beyond the control of either party.
- 6.5. The Client shall immediately report to the Service Provider defects occurring in relation to the services. The Service Provider shall not be held liable for faulty performance arising from delay of or failure to report problems and therefore shall be entitled to invoice the entire service fee.
- 6.6. If the provision of the service is hindered by any event for more than 1 (one) day due to the Service Provider's fault, the Service Provider will not charge the fees proportionate to such period.
- 6.7. The Service Provider shall be entitled to cancel the Contract or to terminate the Contract with immediate effect if the performance becomes infeasible due to reasons attributable to the Client, particularly if a default or defective performance reaches such an extent that it results in frustration of interest on the side of the Service Provider with regard to the performance of the Contract. Termination of the Contract for such reasons will constitute termination for reasons attributable to the Client. The Parties shall consider, without separate consideration and in the case of a deadline stipulated in days, any default exceeding 15 days to be grounds for such termination.
- 6.8. If the Contract is terminated by the Client at an inopportune time, it shall compensate MTVA for the damage caused by the termination, unless the termination is due to MTVA's breach of contract or force majeure on MTVA's part.
- 6.9. The Parties hereby declare that if the Client is obligated to pay the penalty due to breach of contract, the Client shall pay the amount of the penalty via bank transfer to the bank account of the Service Provider within 8 (eight) calendar days after receiving the relevant notice of the Service Provider, or, at the discretion of the Service Provider, the penalty claim may be enforced through off-setting from any other claim the Client may have against the Service Provider.
- 6.10. The payment of the penalty shall not exempt the Client from any other legal consequence of a

breach of contract, particularly compensation for damages resulting from the breach of contract. In addition to the penalty, the Service Provider shall also be entitled to claim compensation for damages in excess of the penalty.

- 6.11. In the event of termination of the Contract for any reason prior to its full performance, or in the case of any change in the person of the Client, the Parties shall settle accounts with each other, however, this shall not affect the Parties' rights and obligations arising herefrom prior to such change, including the transfer of ownership or publisher's rights.

7. TERMINATION

- 7.1. Either party may terminate the contract if it was concluded for continuous service and/or indefinite term in writing with thirty (30) days' notice, without any explanation. In other cases, where a cause previously listed in these GTC does not exist, there is no possibility to cancel the contract, and the parties may only terminate it with mutual consent.

- 7.2. Either Party may terminate the Contract with immediate effect if:

- a) the other Party suspends its business activities;
- b) the other Party loses, in whole or in part, its freedom of decision or its right to dispose of its property in any way, whether or not this situation can be reversed, unless the restriction on the right to dispose of the property results from bankruptcy proceedings against the Party;
- c) the other Party is in breach of any of its obligations under the Contract, and the Party concerned has previously given the Party in breach at least 15 (fifteen) calendar days' notice to remedy the breach of contract, with a warning of the consequences, but the period has expired without result; or
- d) a situation of force majeure has arisen, and the obstacle has not been removed within 30 (thirty) days.

- 7.3. MTVA may also terminate the Contract with immediate effect if:

- a) the Client seriously or repeatedly breaches the provisions of the Contract;
- b) the Client fails to perform its duties within the relevant deadline, and fails to perform its obligations under this Contract within a reasonable time;
- c) final liquidation proceedings or winding-up proceedings are initiated against the Client;
- d) in the event of defective performance, the Client has not undertaken to remedy the defect or has not remedied the defect in performance within a reasonable period of time or, having regard to the nature of the task and the intended purpose of the task as expected by MTVA, cannot remedy it without significant detriment to MTVA;
- e) engages in conduct that causes or endangers the legitimate interests or reputation of MTVA, the public media service provider or the companies owned by them, or the foundations established by them;
- f) offers, promises or provides an advantage to persons who are involved in the preparation, conclusion or performance of the contract on MTVA's side, or who are close relatives of such persons;
- g) any contributor of the Client attests to the provisions of Clauses f) to g).

- 7.4. MTVA may also terminate the Contract with immediate effect:

- a) if the Client, its senior manager, or a member of the Agent with a qualified influence or its senior manager is subject to criminal proceedings or suspected of having committed a criminal offence;

- b) if the Client, its senior manager, employee, agent or subcontractor provides false information during the performance or conclusion of the contract;
- c) if the Client, its senior manager, or a member of the Client with a qualified influence or its senior manager engages in unfair business conduct or in business conduct incompatible with the purpose of MTVA, the public media service provider or companies under their control or foundations established by the same;
- d) the Contracting Party, its senior manager, employee, subcontractor, or a member of the Client with a qualified influence or its senior manager violates domestic and international fair competition laws and trade regulations, or fails to take appropriate and necessary preventive measures against such violations;
- e) the Client, its senior manager, its subcontractor or its member with a qualified influence or its senior manager is suspected of corruption or bribery;
- g) A conflict of interest arises between the Client, its senior manager, its employee, its subcontractor, or a member of the Contracting Party with a qualified influence or its senior manager and the Client or the MTVA, and it fails to declare or eliminate such conflict of interest.

8. OTHER PROVISIONS

- 8.1. The Service Provider reserves the right to modify the content and method of provision of the services without compromising the quality of the service, in the context of continuous development.
- 8.2. The Parties may amend the contract for content sales with mutual consent, in a manner identical to the manner of placing the order (in writing, including via facsimile, e-mail or postal mail).
- 8.3. The MTVA reserves every right (in particular those related to its intellectual property) and precludes use in the case of usages as per Subsection (2) of Section 36 of Act LXXXVI of 1999 on Copyright, which means that the Content, including, in particular, the articles created at the MTVA's order, with the MTVA's contribution and in the activity thereof or owned or managed by the same related to daily events and published on current economic or political topics or works broadcasted on such topics may not be freely reproduced in the press and may not be made available to the public, including the manner in which the members of the public can choose the place and time of access individually [Subsection (8) of Section 26 of the Copyright Act].
- 8.4. These GTC lay down the set of conditions of the legal relationships aimed at selling the content of the Motion Picture, Photo Archives, Press Data Bank and Article Library, Prose Archives and Program Library, and Music Archives and Sheet Music Library managed by the Media Service Support and Asset Management Fund. Unless otherwise provided by laws or by framework or individual contracts, the provisions laid down herein (as general terms and conditions) shall apply to all legal relationships of the MTVA.
- 8.5. The MTVA shall notify the Client of any amendments to the GTCF or the Price List 15 (fifteen) calendar days prior to the entry into force of the amendment (publication on the MTVA's corporate website—currently: www.mtva.hu—shall also constitute effective notification). The Client may cancel or modify its order affected by the amendment within 15 (fifteen) calendar days from the effective date of the amendment of the GTC in writing, without the obligation to pay penalty. Cancellations made after such deadline (modifications) shall be subject to the provisions of point 5.12.5 of the first Clause of this document. In the absence of a statement by the Client within 15 (fifteen) days (from the date of entry into force of the amendment to the GTC), the amendment shall be deemed accepted.
- 8.6. The orders specified in the Individual Contract shall be governed by Hungarian laws, professional standards and the rules of the Hungarian language, and broad interpretation may not be applied in this context.
- 8.7. These GTC and all Contracts of which these GTC form an integral part shall be governed by

and construed in accordance with Hungarian law and practice.

- 8.8. If the resolution of the dispute requires recourse to legal proceedings, the court having jurisdiction over the matter as stipulated by the Parties in the Individual Contract shall have exclusive jurisdiction, except in the case of exclusive jurisdiction or jurisdiction as provided by law, and in the absence of such a provision, the court having jurisdiction for the place of the registered seat of MTVA shall have exclusive jurisdiction by virtue of the stipulation.