

## EXTENDED NEWS PREVIEWS AGREEMENT

This agreement ("**Agreement**") is entered into by **Google LLC**, whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, California 94043, USA ("**Google**"); and Société Éditrice du Monde, a corporation incorporated under the laws of France registered with the Trade and Companies Register of Paris under identification number 433 891 850, whose principal place of business is at 67/69 avenue Pierre Mendes-France, Paris Cedex 13, France ("**Publisher**").

This Agreement is effective from the date it is signed by Google ("**Effective Date**").

### INTRODUCTION

- (A) Article 15 of the 2019 Copyright Directive (defined below) provides publishers of press publications with certain rights regarding the online use of their press publications by information society service providers (otherwise referred to as a "**neighbouring right**");
- (B) This neighbouring right does not protect hyperlinking, individual words, very short extracts of press publication content, mere facts or any content older than 2 years from the January 1 following its publication;
- (C) Google and its Affiliates may display content to users in various products and services that crawl content (i.e. index data on web pages by using a program or automated script), including Search, Discover and Google News, including some content from press publications which may be protected by the neighbouring right;
- (D) If any use by Google or a Google Affiliate of Publisher's press publication content in Extended News Previews is protected by the neighbouring right, the parties intend that any of those uses are covered by this Agreement; and
- (E) Google acknowledges that Publisher's Publication Content may include some content that Publisher has obtained from press agencies who may also benefit from the provisions of Article 15 of the 2019 Copyright Directive.

### AGREED TERMS

#### 1 Definitions and interpretation

1.1 In this Agreement:

"**2019 Copyright Directive**" means Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC and 2001/29/EC.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.

"**Article 15 Effective Date**" means the date that the national law of the country where Publisher is based implementing Article 15 of the 2019 Copyright Directive becomes effective, i.e. 24 October 2019 (the date of entry into force of French law n ° 2019-775 of 24 July 2019).

"**Confidential Information**" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.



hs

“**Content Policies**” means those search and news content policies currently available at <https://support.google.com/news/publisher-center/answer/6204050?hl=en>, <https://support.google.com/websearch/answer/9982767?hl=en>, and <https://developers.google.com/search/docs/advanced/guidelines/webmaster-guidelines>, each as may be updated by Google from time to time.

“**Extended News Previews**” means Google’s display of Publication Content in a way which is protected by the neighbouring right (being more than hyperlinks, individual words, mere facts or very short extracts) in Google’s and its Affiliates’ products and services which crawl content, including Search, Assistant, Discover, and Google News, for the purpose of enabling Users to find information on the Internet including Publisher’s Publications.

“**Intellectual Property Rights**” means all registered or unregistered intellectual property rights throughout the world, including: rights in patents, copyrights, trademarks, trade secrets, designs, databases, domain names, semiconductor chip protection; and moral rights.

“**Payment Partner**” means a third-party payment processing partner selected by Google. For the avoidance of doubt, “Payment Partner” does not mean the *Alliance de la Presse d’Information Generale* or any organisme de gestion collective or, moreover, any association set to represent publishers in order to collect on behalf of them compensation or remuneration related to Article 15 of the 2019 Copyright Directive during the Term of this Agreement.

“**Publication**” means a press publication (as defined in the 2019 Copyright Directive) and any associated domains or subdomains owned, controlled, or distributed by, or otherwise under the editorial control of, Publisher.

“**Publication Content**” means all content (including text, imagery, and audiovisual content) as made available from each Publication’s associated domains and subdomains, except for such content that is more than 2 years old from 1 January following the date of its publication as at the date that it is made available to Google.

“**Tax(es)**” means all government-imposed financial obligations (including taxes, duties, and withholdings), except those based on net income, net worth, asset value, property value, or employment.

“**Users**” means users of Google’s and its Affiliates’ products and services, including users of Google APIs.

1.2 In this Agreement (a) “**including**” means “including but not limited to,” and (b) examples are illustrative only.

## 2 Publication Content

2.1 To the extent that any national law implementing the neighbouring right applies to Extended News Previews, Publisher grants to Google a non-exclusive, sub-licenseable (under Section 2.3) licence for the territory to which the 2019 Copyright Directive applies to reproduce, distribute, publicly display, publicly perform, communicate to the public, make available to the public, modify (subject to Section 2.5) and use the Publication Content for the purpose of Extended News Previews.

2.2 Notwithstanding Section 6.5(a), this Section 2 (Publication Content) applies from the Article 15 Effective Date and continues during the Term.



h3

- 2.3 Google may sublicense the rights granted in this Agreement to its:
- (a) Affiliates (but only if (i) Google ensures that its Affiliates are subject to the same obligations as Google, and (ii) Google is liable for its Affiliates' breach of those obligations); and
  - (b) Users (to the extent necessary to permit them to use Google's and its Affiliates' products and services).
- 2.4 If Google displays Extended News Previews:
- (a) Google will do so in accordance with authorisations made by Publisher expressed in meta robots markup and other web standards, provided that if Publisher uses these tools to materially and significantly restrict the amount of Publication Content made available to Google, Google may reduce the Fees on a pro-rata basis in proportion to the amount of Publication Content actually made available; and
  - (b) Google will provide Publisher with attribution in the same manner that Google provides attribution to similarly-situated publishers, by ensuring in any case that this manner complies with Section 3 and allows the Publisher to be clearly identified. However Google is under no obligation to ensure that users or third-parties reference the source of Publication Content in material those third parties may publish themselves.
- 2.5 Google will only modify Publication Content (a) to the extent necessary for proper display or function in Extended News Previews, which may include making formatting adjustments to optimize display based on screen size or other form factor; or (b) as expressly authorised by Publisher. Google will not modify Publication Content in any manner that changes the editorial meaning of the Publication Content.
- 2.6 If at any time during the Term of this Agreement, any of the Publication Content does not comply with Google's Content Policies, Google may remove such Publication Content from all or parts of the Google products or services, and notify adequately and in a timely manner Publisher of such removal in accordance with the procedures set out in the Content Policies. If Google has legitimate reasons for considering that a substantial volume of Publication Content on a Publisher domain is removed from a Google product or service due to non-compliance with the Content Policies, Google may suspend payment of the Fees on a pro-rata basis in proportion to the amount of Publication Content which is removed. In the event that such circumstances happen on several occasions during the Term and provided no remedy is found to cure such issue after mutual and good faith discussions between the parties, Google may terminate this Agreement under Section 6.2.
- 2.7 A list of Publications as of the Effective Date is included in Attachment A. Publisher will provide an updated list of Publications to Google upon request.
- 2.8 Publisher is responsible for any third-party claims relating to the Publication Content, including for any remuneration due or claimed to be due under the 2019 Copyright Directive, except to the extent that the third-party claim is made by a third party press agency eligible for protection under Article 15 of the 2019 Copyright Directive. In such circumstances, Publisher will reasonably cooperate with Google to mitigate any risk or loss to Google.
- 3 Brand Elements.** Publisher grants to Google and its Affiliates a limited, non-exclusive and non-sublicensable licence during the Term to display Publisher's trade name(s), trademarks, logos and other distinctive brand elements ("**Brand Elements**") for the purposes of providing attribution to Publisher in Google's and its Affiliates' products and services and performing its obligations under this Agreement. All uses by Google of Publisher's Brand Elements, and all associated goodwill, will inure solely to Publisher's benefit.



h

#### 4 Reservation of Rights.

- 4.1 As between the parties, Publisher retains all rights in Publication Content and Google and its Affiliates retain all rights in Google's and its Affiliates' products and services.
- 4.2 The Agreement is non-exclusive and nothing in the Agreement prevents Publisher from licensing its content (including the Publication Content) to third parties in its sole and absolute discretion.
- 4.3 Nothing in this Agreement:
- (a) requires Google to display Extended News Previews or otherwise use any Publication Content in Google products or services, provided that (i) Google will not treat Publisher differently to other similarly-situated press publishers who use the same tools, make content available to Google in similar ways, and are otherwise compliant with Google's applicable policies and standards; and (ii) any non-display by Google will not impact the Fees unless otherwise stated in this Agreement;
  - (b) restricts Google from using or how Google may use content it obtains elsewhere; or
  - (c) restricts Google from exercising any rights it has at law (including under applicable copyright laws), or affects any rights or defenses that Google or its Affiliates may have under fair use, implied consent, or any other legal theory or permission (including, for the avoidance of doubt, copyright exceptions).

#### 5 Payment.

- 5.1 Fees. During the Term, and in accordance with this Section 5 (Payment), Google will pay Publisher the fees as follows: Euros 1,502,468 per year with effect from 1 January 2022 and a retroactive fee of Euros 2,944,277 for the period between 24 October 2019 and 31 December 2021 to be paid together with the first payment which is made after the Effective Date (the "Fees"). The Fees shall be adjusted for any Renewal Terms in accordance with Attachment B (Fee Mechanism). No other fees are payable by Google in connection with the online use of Publication Content in Extended News Previews or this Agreement.
- 5.2 Payment. Payments to Publisher under this Agreement may be made directly by Google or through a Payment Partner. During the Term, on notice to Publisher, Google may change the payment process applicable to Publisher.
- (a) Payment Partner. For payments made by a Payment Partner, Publisher must register with the Payment Partner in order to receive payments, and may be subject to the Payment Partner's terms and privacy policy. If payments are made to Publisher through the Payment Partner, Publisher will not be required to submit invoices to Google for payment and payments will be made on a monthly basis.
  - (b) Invoices. If Publisher does not use the Payment Partner identified by Google, Publisher must submit invoices to Google's online portal in accordance with the portal's instructions. Google will pay Publisher within 45 days of Google's receipt of a correct invoice submitted in accordance with this section. Google is not required to pay any invoice submitted more than 180 days after the date on which that invoice is first issued.
- 5.3 Taxes. Fees do not include Taxes imposed by any governmental authority. Google will pay any applicable transaction Taxes (including sales, value-added, goods and services, and similar Taxes) under this Agreement. If Publisher is legally obligated to collect applicable transaction Taxes,



b

Publisher will invoice Google for the appropriate amount and Google will pay correct and undisputed invoices, unless Google provides Publisher with a valid Tax exemption certificate. If Google has a legal obligation to withhold any Taxes from its payments to Publisher, Google will remit those Taxes to the appropriate government authority, and reduce its payment to Publisher by the amount of the Taxes withheld.

- 5.4 Publisher agrees that, with regard to the data provided by Google in accordance with Section 7.1 below and taking into account any adjustments to the Fees contemplated by Section 5.1, the consideration paid to it under this Agreement constitutes sufficient remuneration by Google and its Affiliates for the online use of Publication Content (or part(s) thereof) and any right (including derivative rights) of Publisher relating to the Publication Content in Extended News Previews as described in Section 2 (Publication Content).
- 5.5 To the extent that at the third anniversary of the Effective Date (a) third party press agencies remain eligible for protection under Article 15 of the 2019 Copyright Directive and (b) this Agreement remains in force, the parties may seek to adjust Attachment B (Fee Mechanism) through a written amendment to this Agreement, mutually agreed and executed by both parties, provided that at any time during the Term of this Agreement, Google will not treat Publisher differently to other similarly-situated press publishers who use the same tools, make content available to Google in similar ways, and are otherwise compliant with Google's applicable policies and standards, including other French press publishers represented by *Alliance de la Presse d'Information Générale* (APIG).

## 6 Term and Termination

6.1 Term. Unless terminated earlier in accordance with its terms:

- (a) this Agreement will start on the Effective Date and continue for an initial period of twelve (12) months ("**Initial Term**"); and
- (b) at the end of the Initial Term, the Agreement will automatically renew for additional successive twelve month terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal at least 90 days before the end of the Initial Term or Renewal Term (as applicable), in which case it will terminate at the end of that term.

6.2 Termination or Suspension for Breach. A party may immediately suspend performance or terminate this Agreement if the other party:

- (a) materially breaches this Agreement where the breach is incapable of being cured; or
- (b) materially breaches this Agreement and fails to cure that breach within 30 days after receiving a written breach notice.

6.3 Termination for Insolvency. To the extent permitted by applicable law, a party may suspend performance or terminate this Agreement with immediate effect, if in respect of the other party any of the following events occur:

- (a) it is, or is deemed for the purposes of any applicable law to be, declared bankrupt or insolvent or dissolved;
- (b) it otherwise ceases to carry on business; or
- (c) any event analogous to the events listed in (a) to (b) above takes place in respect of it in any jurisdiction in which it is incorporated or resident or in which it carries on business or has



b

assets.

- 6.4 **Other Termination Rights.** A party may suspend performance of its obligations or terminate this Agreement (in whole, or on a country-by-country basis to the extent permitted by applicable law) immediately on written notice if:
- (a) Publisher gives exclusive management of the rights it is authorising under this Agreement to a third party during the Term, unless Publisher ensures that the rights granted to Google in this Agreement, including under Section 5.5, take priority over exclusive management of such rights and provides evidence of this to Google;
  - (b) a change in law, statute or regulation:
    - (i) requires Google to make a payment to Publisher (directly or indirectly) for the Publication Content in addition to or instead of the consideration furnished and acknowledged by this Agreement;
    - (ii) requires Google to license any of the Publication Content from a collective; or
    - (iii) mandates or empowers a collective to exclusively administer and/or collect any royalties or payments in consideration for the use of Publication Content by Google authorised under this Agreement or otherwise;
  - (c) the other party is unable to meet its obligations under this Agreement for more than 30 days due to force majeure; or
  - (d) Publisher ceases to produce, or does not produce, a Publication. In this case, the termination right will only concern the relevant Publication(s) and the Fees shall be adjusted accordingly.
- 6.5 **Effects of Termination.** On expiration or termination of this Agreement for any reason (contractual or otherwise):
- (a) Google will take reasonable steps to cease displaying Extended News Previews under the terms of this Agreement within a wind-down period of 90 days (or a shorter period at Publisher's option) (the "**Wind-Down Period**"), during which time:
    - (i) as long as Google continues to display Extended News Previews, the terms of this Agreement will continue to apply; and
    - (ii) at Publisher's option, Google and Publisher (or a successor or assignee of Publisher's neighbouring rights) will enter into negotiations as to a potential new agreement addressing Google's display of Extended News Previews.
  - (b) Following the end of the Wind-Down Period:
    - (i) if Google and Publisher (or a successor or assignee of Publisher's neighbouring rights) have entered into a new agreement addressing Google's display of Extended News Previews, Google will continue to display Extended News Previews in accordance with the terms of that agreement; and
    - (ii) if either party has terminated this Agreement under Section 6.4(a) or 6.4(b), Google will continue to display Extended News Previews to the extent that Google is displaying Extended News Previews with respect to the Publication Content of other publishers whose neighbouring rights are exclusively administered or held by the relevant collective or third party.



- (c) Notwithstanding the foregoing, Google will cease displaying Extended News Previews as soon as practicable and the Wind-Down Period will not apply in the event that Google terminates this Agreement under Sections 6.2, 6.3, 6.4(c) or 6.4(d).
- (d) Sections 6 (Term and Termination) through 12 (Governing Law) and any other sections that under their terms or by implication ought to survive, will survive.

## 7 Confidentiality and Publicity

- 7.1 Reporting. Google will share the data provided for at Art. L. 218-4 of the French Intellectual Property Code with Publisher once per year during the Term. This data will enable the Fees to be adjusted in accordance with Attachment B (Fee Mechanism). This data constitutes Google's Confidential Information.
- 7.2 Confidentiality. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will use reasonable care not to disclose the other party's Confidential Information, except to employees, Affiliates, agents, professional advisors, or third-party contractors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may also disclose Confidential Information when required by a court, regulator, or other authority exercising legal jurisdiction over a party, after giving reasonable notice to the other party, if permitted by law.
- 7.3 Publicity. Neither party may make any public statement regarding this Agreement without the other's prior written approval. This does not limit a party's ability to disclose the existence of this Agreement to a third party, but the substance of this Agreement may not be disclosed without the other party's prior approval. The parties will collaborate on detailed publicity, the content and format of which (e.g., case study, joint press release) must be agreed in advance of publication.

## 8 Warranties

- 8.1 By both parties. Each party warrants to the other that it will use reasonable care and skill in complying with its obligations under this Agreement.
- 8.2 By Publisher. Publisher warrants that:
  - (a) it has and will retain all necessary rights to: (i) enter into this Agreement and bind its Affiliates to the extent applicable, (ii) grant the licences and make the authorisations in this Agreement, and (iii) fulfill its obligations under this Agreement; including all licences, permissions, clearances and associated royalties that are required to use any underlying and third-party content that is incorporated in, synchronised with or is part of Publication Content; and
  - (b) this Agreement does not violate any agreement Publisher has with a third party.
- 8.3 Disclaimer. To the maximum extent permitted by applicable law, the parties' only warranties under this Agreement are expressly stated in this Section 8 (Warranties). To the maximum extent permitted by law, subject to Section 10.3 (Unlimited Liabilities), the parties disclaim and exclude all other conditions, warranties and other terms (express or implied), including any warranties of merchantability, satisfactory quality, conformance with description, content accuracy, error-free operation, non-infringement, and fitness for purpose.
- 8.4 Compliance with law. Publisher will comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.



b

## 9 Indemnity

- 9.1 **Obligations.** Subject to Section 9.2 below, Publisher will indemnify Google and Google's Affiliates, directors, officers, employees, contractors, and Users against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any third-party allegation (including from collectives) or legal proceeding (including regulatory proceedings) to the extent claiming that Google's use of Publication Content or Publisher Brand Elements in accordance with this Agreement infringes or violates (a) a third party's Intellectual Property Rights, publicity rights, or other rights including under applicable privacy or data protection legislation; or (b) any Intellectual Property Rights, publicity rights or other rights of Publisher (including the neighbouring right) that Publisher has instructed a third party (including a collective) to exclusively administer on Publisher's behalf.
- 9.2 **Exclusions.** Section 9.1 (Obligations) will not apply to the extent the underlying allegation (i) arises from Google's breach of this Agreement; (ii) arises from modifications or combinations to Publication Content made by Google that were not provided or authorised under this Agreement or otherwise by Publisher; or (iii) is made by a third party press agency eligible for protection under Article 15 of the 2019 Copyright Directive, in which case Section 2.8 will apply.

## 10 Liability

- 10.1 **Liability.** "Liability" means any liability, whether under contract, tort, or otherwise (including for negligence), and whether or not foreseeable or contemplated by the parties.
- 10.2 **Limited Liabilities.** Subject to Section 10.3 (Unlimited Liabilities):
- (a) neither party will have any Liability arising out of or relating to this Agreement for:
    - (i) loss of profits (whether direct or indirect), revenue, business opportunity, goodwill, or anticipated savings;
    - (ii) indirect or consequential losses; and
  - (b) each party's total aggregate Liability arising out of or relating to this Agreement is limited to the Fees paid or payable by Google under this Agreement during the Initial Term.
- 10.3 **Unlimited Liabilities.** Nothing in this Agreement excludes or limits either party's Liability for:
- (a) death or personal injury resulting from its negligence or the negligence of its employees or agents;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of any implied condition as to title or quiet enjoyment;
  - (d) a party's liability under Section 9 (Indemnity);
  - (e) payment of any amounts due under this Agreement; or
  - (f) matters for which liability cannot be excluded or limited under applicable law.



b



## 11 General

- 11.1 **Dispute Escalation.** If any dispute concerning this Agreement, its subject matter, or formation (a "**Dispute**") arises, the party raising the Dispute will escalate through its business managers to an executive of each party with an appropriate level of authority ("**Executive Sponsor**") who will use reasonable efforts to resolve the Dispute. For the avoidance of doubt, nothing in this provision shall prevent either party from applying to any court directly or communicating with or submitting a complaint to any governmental authority with respect to any matter, including any matter relating to this Agreement. Moreover, and subject to Section 7 (Confidentiality and Publicity), this provision does not limit a party from responding to a request from, or participating in a Dispute Proceeding initiated by, a court, regulator, or other authority exercising legal jurisdiction over a party. If information about this Agreement or the relationship between the parties is shared pursuant to a request from a court, regulator, or other authority exercising legal jurisdiction over a party, the party responding to the request will endeavour to give reasonable prior notice to the other party before responding unless prohibited by law. "**Dispute Proceeding**" means, in relation to a Dispute, a formal dispute resolution process, including a legal proceeding, mediation, or arbitration.
- 11.2 **Notices.** All notices of termination or breach must be in English, in writing, and addressed to the other party's Legal Department. The address for notices to Google's Legal Department is legal notices@google.com. All other notices (including approvals and consents) must be in English, in writing, and addressed to the other party's primary contact. Emails are written notices. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 11.3 **Assignment.** Neither party may assign any part of this Agreement without the written consent of the other, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under this Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.
- 11.4 **Change of Control.** During the term of this Agreement, if a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within 30 days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice.
- 11.5 **Subcontracting.** Either party may subcontract any of its obligations under this Agreement, but will remain liable for all subcontracted obligations and its subcontractors' acts or omissions.
- 11.6 **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 11.7 **No Waiver.** A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right.
- 11.8 **Independent Contractors; No Agency.** The parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship.
- 11.9 **No Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement unless the Agreement expressly states that there are.



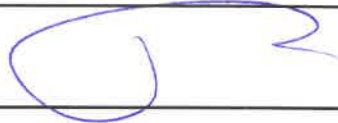
↳

- 11.10 **Signatures.** The parties may sign this Agreement using counterparts and electronic copies as originals. The parties may also sign this Agreement electronically if permitted by applicable law.
- 11.11 **Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 11.12 **Entire Agreement.** This Agreement states all terms agreed between the parties relating to its subject matter but does not supersede any other written agreements between Publisher and Google, including specifically the Publisher-Curated News Agreement executed between the parties on 5 October 2020, except as stated in this section. Such other agreements will continue in full force and effect in accordance with their terms. In entering into this Agreement, the parties have relied solely on the express statements in this Agreement. Neither party has relied on, and neither party will have any right or remedy based on, any other statement, representation, or warranty (whether made negligently or innocently).
- 11.13 **Severability.** If any part of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.
- 11.14 **Conflicting Languages.** Negotiations of this Agreement took place in English and French. The parties have mutually agreed on a French translation of this Agreement. The mutually agreed French version shall prevail over the English version of this Agreement in the event of a Dispute referred to Paris Judicial Court in accordance with Section 12.2.

**12 Governing Law**

- 12.1 **This Agreement is governed by French law.**
- 12.2 **Any Dispute shall be referred to and finally resolved by the exclusive jurisdiction of the Paris Judicial Court.**
- 12.3 Section 12.2 shall be without prejudice to the right of either party to apply to any court of competent jurisdiction for emergency, interim or injunctive relief (together "Interim Relief").

**Signed by the parties' authorised representatives on the dates below.**

GOOGLE	PUBLISHER
By:	By: 
Name:	Name: LOUIS DREYFUS
Title:	Title: CEO
Date:	Date: 17/03/22



by

## ATTACHMENT A

### Publications

lemonde.fr

telerama.fr

huffingtonpost.fr

courrierinternational.com

monde-diplomatique.fr

lavie.fr



3

## ATTACHMENT B

### “Extended News Previews” Fee Mechanism

Retroactive fee (24 October 2019 to 31 December 2021)	Annual fees 2022	2023+
lemonde.fr = EUR 2 147 170 huffingtonpost.fr = EUR 429 455 telerama.fr = EUR 217 990 courrierinternational.com = EUR 127 478 monde-diplomatique.fr = EUR 15 331 lavie.fr = EUR 6 852 <b>Total Groupe Le Monde : EUR 2 944 277</b>	lemonde.fr = EUR 1 084 030 huffingtonpost.fr = EUR 223 049 telerama.fr = EUR 113 532 courrierinternational.com = EUR 70 100 monde-diplomatique.fr = EUR 8 256 lavie.fr = EUR 3501 <b>Total Groupe Le Monde : EUR 1 502 468</b>	See update process

The present document describes how Google will pay the agreed annual fees to Publisher during the term of this Agreement, to the exclusion of any other document.

#### 1. Attribution of fees to individual publications

When allocating the amount of remuneration to each individual Press Publication (across all eligible publishers in France), Google takes into account the factors listed in Art. L. 218-4 of the French IP Code, 2nd paragraph, as follows:

- The Annual Licence Fees are distributed among all Press Publications in proportion to the size of their online audience, based on a neutral third party source (Step 1).
- In order to reflect the publication's investments and contribution to political and general information, the remuneration for Press Publications that are IPG-certified is increased by a 30% add-on to the calculation in step 1 above; remuneration for Press Publications that are 39bisA certified is increased by a 10% add-on (Step 2).
- In order to account for non-domestic audiences, the remuneration of Press Publications is increased by a 5% add-on to the amount calculated in Step 2;

#### Publication's audience data

SimilarWeb<sup>1</sup>

#### Certification level

IPG or 39bisA

#### 2. Update of the total amount payable to the Publisher, beginning 2023 :

1. Google will update the list of eligible publications by including any new CPPAP-certified Press Publications and withdrawing any publications that are no longer certified by reference to the “*Liste des services de presse en ligne reconnus par la CPPAP*” that is available on CPPAP's website on January 1 each year.

<sup>1</sup> The current tool providing audience data may be changed subject to agreement by both parties.  
Page 12 of 14



5

2. Google will refresh the third party audience data for the list of eligible publications once a year in January, starting from 1 January 2023 and this new data set will be used for distribution of the offer amount among individual publications for the year going forward.
3. Once a year in January, starting from 1 January 2023, Google will refresh the calculation of the Google Search component of the fees for the year going forward, based on the Search Ads attributable revenue data of the preceding calendar year.

The Search Ads attributable revenue is determined on the basis of a randomised 1% sample of all Google Search traffic from France over the relevant year as follows: for each qualifying result impression from a CPPAP Press Publication, Google sources the total Google Ads revenue achieved from the Search results page on which the impression was displayed. Part of this revenue is then attributed to the qualifying Search result impressions, by distributing the revenue equally to the organic impressions on this page (including, for instance, dedicated news blocks like Top Stories, or any other non-paid results on the page). This attributed revenue is then summed up to obtain the total attributable Google Ads revenues from Search that could be associated with impressions of Publication Content for all CPPAP News Publishers.

For the avoidance of doubt, other components of the remuneration remain unaffected for the duration of the contract.

4. Google will allocate this amount to individual publications in accordance with the agreed attribution criteria (as set out at Section 1 above).

### 3. Update process

Table 1 provides an illustration of how the update cycle would work in practice for a three-year contract<sup>2</sup> and when the updated amount will be applied to Publisher's remuneration fee.

#### a. Annual update process

**Table 1 - Illustration of 3-year refresh**

	Contract starts		Contract ends	
Data refresh date	January 2022	January 2023	January 2024	January 2025
Period covered by the data	1 January 2021 to 31 December 2021	1 January 2022 to 31 December 2022	1 January 2023 to 31 December 2023	1 January 2024 to 31 December 2024
Adjusted payment date		February 2023	February 2024	
Final regularization				February 2025

#### b. Payment regularization mechanism

<sup>2</sup> This process can be adapted to any contractual duration.



5

The annual remuneration amount will be calculated based on the data from the previous year (i.e. the 2022 remuneration amount will be based on 2021 usage and revenue data). At the end of the contract term, Google will regularize payments by paying the difference between what has already been paid and what should have been paid according to the updated calculation based on the data refresh.

**Table 2 - Illustration of payment regularization mechanism<sup>3</sup>**

		Contract starts		Contract ends		
	Y0	Y1	Y2	Y3	Y4	
Amount corresponding to usage and revenue data of the current year	\$100	\$110	\$121	\$133	\$0	Total Paid \$364
Annual Payment paid to publisher (calculated based on usage and revenue data of the previous year)		\$100	\$110	\$121		
Final regularization					\$33	

For the avoidance of doubt, this regularization mechanism applies only to annual ENP fees and not to retroactive payments.

Payments will be made in Euros in monthly installments, based on the exchange rate announced by the European Central Bank on the 1st of January of each year applied to the annual amount.<sup>4</sup>

<sup>3</sup> The figures and year-on-year growth in this Table are fictitious figures used for the sole purpose of illustrating how Google will recalculate the annual payouts. Only the data refresh results will determine the actual increase or decrease for each year.

<sup>4</sup>[https://www.ecb.europa.eu/stats/policy\\_and\\_exchange\\_rates/euro\\_reference\\_exchange\\_rates/html/index.en.html](https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html)



3