

General terms and conditions ArtikelPro

1. DEFINITIONS

In these General Terms and Conditions, the following words written with a capital letter have the meanings indicated:

"General Terms and Conditions"	the present general terms and conditions of ArtikelPro;
"Article"	Each separate editorial article from one of the Titles, which ArtikelPro makes available through the Database, including the accompanying image;
"Article link"	the link provided by ArtikelPro for access to a (full) Article within the Database. The Article link is linked to the End User's sub-account;
"ArtikelPro"	ArtikelPro B.V., having its registered office in Almere and principal place of business at Randstad 21-30, 1314 BM in Almere, registered in the trade register of the Chamber of Commerce under number 81214820;
"Backsearch"	The search on behalf of an End Client of Content originated before the start date of the Content Contract.
"Content"	all Articles and Snippets made available by ArtikelPro in the Portal together;
"Content Contract"	The contractual obligation that the MMO enters into with ArtikelPro on behalf of the End User. This stipulates the duration, number of End Users, number of Articles in the Staff and any automatic renewal;
"Database"	ArtikelPro's online content database, in which the Content is made available to the MMOs in standardized formats via the Portal;
"End Customer"	the Customer of the MMO who purchases certain Content, subject to the limitations referred to in article 5.5;
"End User Agreement"	the agreement that ArtikelPro enters into (partly) on behalf of the Publishers with End Users concerning the use of the Content by it and its End Users, which is made available to them via the MMO;
"End Users"	those who are employed by or on behalf of the End User and have access to an Article or an Article link;
"MMO"	the Media Monitoring Organisation that purchases content from ArtikelPro as part of its services to its End Customers;
"Agreement"	the agreement that ArtikelPro enters into (partly) on behalf of the Publishers with MMO concerning access to the Database and purchase of Content, including its annexes;
"Portal"	the online environment of ArtikelPro in which the MMO can create End Users, enter Content Contracts and handle all other matters himself. Access to the Database is arranged via the Portal;

"Snippet"	an introduction of an Article created by ArtikelPro, consisting of the title + the first 150 characters of an Article, an Article link, and possibly associated metadata, such as the title's name, page and position of the Article, and so on;
"Rate"	the fee that the MMO owes to ArtikelPro for access to the Portal and purchase of Content;
"Territory."	the Territory in which the Content may be used, as per Publisher in the Agreement;
"Tier"	a content price compiled by one of the five groups by DPG Media, Mediahuis, other newspaper publishers, magazine publishers and trade journal publishers.
"Title"	the (digital and/or print) publication from which an Article made available by ArtikelPro via the Database originates;
"Publisher"	the publisher of one or more Title(s) that makes Content available through ArtikelPro, as included in the Agreement.

2. APPLICABILITY AND MODIFICATION

- 2.1. These General Terms and Conditions apply to every Agreement and every use of Content by MMOs, End-customers and End-users.
- 2.2. Any (general) conditions of the MMO are explicitly not applicable.
- 2.3. Any deviations or additions to the Agreement are only valid if they are explicitly confirmed in writing by ArtikelPro.
- 2.4. In the event of any conflict between these General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
- 2.5. ArtikelPro is entitled to change these General Terms and Conditions unilaterally. ArtikelPro shall inform the MMO in advance in writing (including by e-mail and through the Portal) of such a change. As of the effective date of the alteration, the altered Terms and Conditions are also applicable to all existing Agreements.

3. PORTAL ACCESS

- 3.1. For access to the Portal, ArtikelPro provides the MMO with his own login account.
- 3.2. MMO is not permitted to give third parties (other than its own employees) access to the Portal, including End Users and Customers.
- 3.3. MMO is fully responsible and liable for all use of his login details and for all actions carried out through his account.
- 3.4. ArtikelPro reserves the right to block or limit access to an account, temporarily or otherwise.

4. END CUSTOMER, END USERS AND CONTENT CONTRACT

- 4.1. Every End User must be registered in the Portal. In addition to the relevant details, an End User License Agreement duly signed by the End User must be uploaded.
- 4.2. For each End Client, the number of End Users and the number of Articles within each Tier are determined before the Content Contract commences.
- 4.3. End User means anyone who has access to an Article or Article link. When sending a newsletter, newspaper clipping or any other form of distribution, sharing or forwarding, each recipient counts as an End User. If the Article or Article link is made available via an intranet, at least 10% of the number of users with access to the intranet must be counted as Users. Employees of the MMO are not considered as End Users.
- 4.4. A Content Contract will be automatically renewed for the same period and for the same numbers, unless prior to the end of the Content Contract's term it has been indicated via the Portal that it should not be automatically renewed.
- 4.5. By entering the data and clicking on agree in the Portal, MMO enters into a legally valid commitment on behalf of and for End Customer. MMO is responsible for complying with the terms and conditions and, as counted in article 6.10, MMO is responsible for the financial obligations under the Content Contract.

- 4.6. Interim upward adjustment of the agreed numbers of Articles and End Users is possible at all times. On the basis of the new data, the rate will be recalculated and the monthly fee will be adjusted on the next invoice.
- 4.7. Decreasing the agreed number of Items and End Users is only possible if the contract has a term of 12 months. It is then possible to make the adjustment in months 3 and 9. The new rate will be determined on the basis of the adjustment and settlement will take place on the next invoice. Contrary to what is stated in Article 5.6, in the event of a negative adjustment at the end of the contract, an immediate levy will be made if it appears that the actual number of purchased Articles and/or End Users is higher than stated. The 10% margin will then lapse.

5. USE OF CONTENT

- 5.1. Within his account, MMO will create a sub-account for each End User, which will allow the purchase of Articles for that End User to be registered by ArtikelPro. MMO must always provide correct and full information about the type of End User and the number of End Users, in order to allow ArtikelPro to check whether the End User complies with the conditions set out in Article 4.4. MMO can only make use of Content on behalf of an End User after the relevant End User has concluded an End User Agreement with ArtikelPro.
- 5.2. MMO is only entitled to use Articles for the End User for whom the Articles were received. MMO is expressly not permitted to put entire Articles at the disposal of End Clients and End Users.
- 5.3. MMO is only entitled to store the Snippets, Article links and meta data. The End Customer is not entitled to save these Snippets and Article links.
- 5.4. For automated analysis or data extraction purposes, MMO may store the full text of an Article in their own systems for up to 24 hours after first receiving that Article. After this period of 24 hours the full text must be permanently removed from the MMO's own systems or Cloud systems.
- 5.5. MMO is only permitted to use Content for the benefit of End-customers that fall within the category of End-customers, as included per Publisher in the Agreement. ArtikelPro and Publishers are at all times authorized to exclude certain End-customers from delivery. ArtikelPro or the relevant Publisher will inform MMO of this, after which MMO is no longer permitted to use Content for the benefit of the relevant End Customer(s).
- 5.6. MMO, End User and End Users are not permitted to obtain, use, store in a database or make available to their End Users the Content of the Publishers represented by ArtikelPro in any form or capacity whatsoever via other parties or in any other way than via ArtikelPro. References on so-called collection sites with (part of) the text of the Content are also covered, as well as the results of (online) search engines. Statements of the Publishers via their own website or publication containing their Content may only be obtained via ArtikelPro. Any other way of obtaining the content is regarded as a breach of the agreement between MMO or End Customer and ArtikelPro.
- 5.7. If an End User purchases an Article via the Article link, the End User concerned will acquire a non-exclusive, non-transferrable and non-sublicensable right to view the Article once for his/her own non-commercial use.
- 5.8. All Items received by the MMO count towards the end use for which billing is made.

- 5.9. Content purchased for an End Client may not (also) be used for other End Clients. For this purpose, the Content must be purchased separately under the subaccount of the relevant End Client.
- 5.10. All rights not mentioned by name, remain at all times reserved to the respective Publisher and this license will in case of disputes always be interpreted restrictively and in favor of the respective Publisher. MMO acknowledges in this regard that all content made public by the Publishers in any way, whether in return for payment or free of charge, is subject to copyright and any other rights and that MMO, End Customer and End Users are therefore not permitted to reproduce, make public or otherwise use such content without the permission of the rights holder.
- 5.11. MMO takes care that the use of the Content in no way damages the moral rights and / or the honor and good name of ArtikelPro, the Publisher and the authors.
- 5.12. The MMO is expressly not permitted to make any changes to the Content.
- 5.13. At the first request of ArtikelPro or Publisher, MMO will immediately remove Articles specifically designated by e-mail by ArtikelPro or the Publisher, oblige the End Customers and their End Users to remove the relevant Content immediately and cease any use of the relevant Articles immediately.
- 5.14. The MMO is responsible for the use by End Customers and must inform End Customers adequately.
- 5.15. ArtikelPro and Publisher are at all times entitled to change the content of the Database at their own discretion, including the right to no longer make available certain Content. ArtikelPro and Publisher are not liable for the consequences.

6. RATES AND PAYMENT

- 6.1. All rates stated are in euros and exclusive of VAT, unless otherwise stated or agreed in writing.
- 6.2. The MMO must pay the applicable Rate based on the total number of pre-agreed Articles and End Users. In the Portal, the MMO must state the expected number of Articles and End Users to be purchased for each End User by means of the Content Contract. The Rate will be based on the basis of the Content Contract.
- 6.3. If after the end of a contract year it shows that the number of actually purchased Articles and/or End Users exceeds the MMO statement as set out in article 4.2 by more than 10%, the Rates will be determined again with retroactive effect on the basis of the actual number of purchased Articles and End Users. ArtikelPro will invoice MMO for the difference. If fewer Articles have been purchased and/or there were fewer End Users than stated, there will be no restitution to MMO. The systems of ArtikelPro are leading when determining the number of purchased Articles and End Users.
- 6.4. The Tariff consists of a part due to the respective Publisher for use of the Content and a part due to ArtikelPro for access to the Portal. ArtikelPro shall invoice the full Tariff (also on behalf of the Publishers).
- 6.5. The Rate for Backsearch assignments can be requested through the ArtikelPro portal. Based on the search query and search period a maximum Rate will be calculated. After a possible check by MMO the final Rate will be determined.

- 6.6. ArtikelPro and Publishers expressly reserve the right to change the Rates. ArtikelPro will inform MMO in advance in writing (including by e-mail and through the Database) of such a change. From the date on which the alteration becomes effective, the altered Rates are also applicable on all existing Agreements. If the price change exceeds the CBS Price Index figures DPI the changed Rates will only apply to renewals of the Agreements and to new Agreements concluded.
- 6.7. Invoicing takes place at the end of each month. The term of payment is 30 calendar days after the invoice date.
- 6.8. In case the full amount due is not paid within the payment term, MMO is legally in default and is due the legal interest on the outstanding amount from the due date.
- 6.9. All (extra)judicial costs involved in the collection of the amount due will be borne by MMO, whereby the extrajudicial costs will be set at a minimum of 15% of the principal owed, plus interest.
- 6.10. To avoid any doubt, the payment obligations arising from the Agreement will at all times rest with MMO and not with End Customer.

7. AUDIT

- 7.1. ArtikelPro and Publisher reserve the right to monitor compliance with the Agreement. MMO declares to fully cooperate with this audit free of charge, including the provision of all information requested by ArtikelPro or the Publisher and access to all relevant administration, as far as this information and/or access is reasonably necessary to audit compliance with the Agreement. ArtikelPro shall be entitled to make the data and results of any audit available to the Publisher to the extent that they relate to the Content of that particular Publisher.
- 7.2. MMO is obliged to pay all costs made by ArtikelPro or by the Publishers in connection with the inspection if it is established during the inspection that MMO has acted in breach of the Agreement. In addition, MMO is obliged to pay an infringement fee of 300% of the applicable Rate for each observed unauthorized use of the Content by MMO.
- 7.3. If MMO refuses the audit, ArtikelPro and the Publishers are entitled to terminate the Agreement immediately, without further notice of default or judicial intervention, notwithstanding their right to damages and payment of any outstanding debts to MMO. ArtikelPro and the Publishers are in that case not obliged to refund already paid fees.

8. TERM AND TERMINATION

- 8.1. Unless otherwise agreed, the Agreement is for an indefinite period of time. Each party is entitled to terminate the Agreement at any time with a three (3) month notice period.
- 8.2. Either party has the right to terminate the Agreement in writing with immediate effect if:
 - (a) another party has ceased to exist or has been dissolved;
 - (b) another party (i) has been declared bankrupt, (ii) has been granted a moratorium, whether provisional or not, or (iii) has lost all or part of its free disposal or management of its assets.

If one of the Publishers is in a situation of (a) or (b), the termination will only apply to the Publisher in question and the Agreement between the other parties will remain in force.

- 8.3. When the Agreement ends, for whatever reason, the MMO will no longer have access to the Database and the license granted in the Agreement will expire immediately. MMO must immediately remove all Content from its systems without keeping copies or transcripts and cease any use of the Content.
- 8.4. In all cases in which the Agreement ends, it shall continue to govern the legal relationship between the parties insofar as is necessary for the settlement thereof. Obligations which by their nature are intended to continue after termination, will continue after termination or non-continuation of the Agreement. At termination of the contract with the MMO, the MMO will deny all End Users and individual End Users access to the database of ArtikelPro.

9. LIABILITY

- 9.1. ArtikelPro makes every effort to ensure that the Database and the Content are available. MMO and End Customer/End Users accept however that delays or faults in the availability of the Database and the Content cannot be completely excluded. ArtikelPro is therefore not liable for damages suffered by MMOs and End Customer/End Users or delays or failures in the availability of the Database and/or the Content.
- 9.2. ArtikelPro has no influence on the Content. ArtikelPro is therefore not responsible for the accuracy, completeness or legality of the Content. It is not liable in this respect.
- 9.3. Any liability of ArtikelPro and Publishers is always limited to a maximum of the amount owed by MMO in the previous six (6) months to ArtikelPro in connection with delivery of Content to the relevant End Customer. Liability of ArtikelPro and Publishers for consequential or indirect damages including, but not limited to, loss of turnover and/or profit, reputational damage, immaterial damage and missed savings, is excluded.
- 9.4. The exclusions and limitations stated in this article do not apply if the damage is the result of intent or gross negligence.

10. INDEMNITY

- 10.1. Each Publisher indemnifies MMO from all copyright claims arising from use of the Content of the respective Publisher if MMO complies with the Agreement and under the condition that MMO:
- (a) Notifies ArtikelPro as soon as reasonably possible in writing of the existence and content of such a claim;
 - (b) leaves the handling of the claim, including entering into any obligations towards the entitled party, entirely to the Publisher; and
 - (c) provides all reasonably necessary cooperation to Publisher for the settlement of the claim.
- 10.2. If MMO does not immediately comply with a request from ArtikelPro in accordance with article 10.1 of these General Terms and Conditions, then the indemnification as referred to in article 10.1 is not applicable on the concerning Content.

11. CONFIDENTIALITY

- 11.1. The Parties shall treat all information that they obtain from each other in the context of the Agreement, in whatever way, as well as the Agreement, both during and after the termination of the Agreement in strict confidence, shall not disclose it to third parties and shall only make it available to their employees and/or third parties engaged by them, if and insofar as this is necessary for the performance of the Agreement, on the understanding that ArtikelPro is entitled to share the information it obtains in the context of the Agreement with the Publishers.
- 11.2. Article 11.1 does not apply in respect of:
- (a) use, reproduction and publication of the information to the extent necessary for the normal conduct of business;
 - (b) if and to the extent that disclosure is required by applicable law or rules of any governmental authority, but in such case, only after consultation, to the extent possible, with the other Party regarding the timing and content of the disclosure;
 - (c) if and to the extent that the information has become publicly available other than through unauthorized disclosure by the receiving party.

12. MISCELLANEOUS

- 12.1. MMO or End Customer / End User acknowledges that ArtikelPro is entering into the Agreement on behalf of the Publishers and that each Publisher can therefore directly enforce the Agreement on behalf of MMO or End Customer / End User.
- 12.2. MMO or End Customer / End User acknowledges that the list of Publishers and Titles, as well as the specific agreements per Publisher, as mentioned on www.artikelpro.eu are subject to change. ArtikelPro will inform MMO in writing (including by e-mail or via the Database) about such changes. From the date on which the change takes effect, this new, amended list and specific agreements are an integral part of the Agreement.
- 12.3. If any provision of the Agreement is void or voided, the other provisions will remain in full force. The void or voided provision will be replaced by a legally admissible provision that matches the intention of the void or voided provision as closely as possible.
- 12.4. MMO will make clear in all its communications that the Content is purchased through ArtikelPro and that it only has a non-exclusive, non-transferable and non-sub licensable right.
- 12.5. MMO will not use the ArtikelPro content in any way whatsoever for which MMO has not obtained the rights from the original rightful claimants in so far as these rights are actively exercised by the rightful claimants.
- 12.6. The MMO may only supply Content to another MMO if the latter MMO has an agreement with ArtikelPro.
- 12.7. If Content is delivery to another MMO this should be stated at the start of a Content Contract.
- 12.8. The Agreement is governed by Dutch law.
- 12.9. Any disputes arising from the Agreement will be exclusively submitted to the competent court in Amsterdam.

- 12.10. If MMO acts in violation of the General Terms and Conditions, MMO will owe an immediately due and payable fine of € 5,000 (in words: five thousand euros) per conflicting act.