

General Terms and Conditions

Partner in Business Packages

December 1, 2018

Subject:

Publish2Connect B.V. and Dutch IT Channel B.V. and all related titles, publications, platforms and events (DutchITchannel.nl, Dutch IT-channel magazine, DutchConnect.nl, DutchITawards.nl, Future of Business Technology, DutchITevent.nl, Executive-People.nl Executive-People Magazine, Gartner Holland House, Gartner Belux Country Reception and the Gartner Benelux Public Sector lunch. After this known as the contractor.

Office address and correspondence address: Willem Dreeslaan 432, 2729 NK Zoetermeer, The Netherlands.
Partner in Business packages: Content

Content description and delivery

In the packages, we distinguish between multiple types of content:

1. Interviews/customer cases online, to be produced by editorial staff.
2. Interviews/customer cases/other cases in print (magazine), to be produced by editorial staff, including photography.
3. Existing cases/customer cases and blogs supplied by by client and for evaluation by editorial staff.
4. News/press releases: To be supplied by the client.
Editorial Staff has freedom to publish, alter or reduce content.
5. If video is included in the package, the item for which this is eligible will be determined in advance. If this is not known in advance, then it is the obligation of both the Client and the Contractor to monitor this proces.
6. Calendar messages: To be supplied to by the Client, to reditorial staff.
7. The editorial staff and publisher determine when content is published, and reserve the right to refuse supplied publications without stating reasons.

Upon the commencement of a package, a schedule of the activities is to be drafted in consultation between the Parties. We monitor this schedule, but the Client also bears a responsibility for this monitoring.

Editorial concept: focus on target group

Editorial stories in the relevant and described publications are always written with a view to the interests of the target group: executives making decisions at the strategic level on investments in IT, and/or stakeholders within the channel. This means that in style and language use, we want to avoid marketing and advertorial text as much as we can, to avoid turning readers off and making the medium less valuable to the target group (and accordingly to our partners). In interviews, a vision of market developments and strategy is the most important thing; product descriptions and business presentations are experienced as less relevant by our readers. Of course, there is room to advance the vision/strategy of the company, at least in relation to the topic.

Editorial process: approval

Stories in the appropriate and described publications are written by journalists on the basis of the editorial formula of the platform in question. After an interview, the text is sent for review (for any factual inaccuracies) to the interview subject, or another contact person selected by the Client. This process includes one correction round. We must receive all feedback no later than five business days after sending the text. If multiple people are looking at a text, we must receive a single version back from our contact person containing all comments. It is important to stick to this deadline, because our publication timeline is very strict. If there are any comments, these will be incorporated into the piece prior to publication. If no comments are received, then according to our schedule the text then goes to the lead editors and is published as such. The editors and publisher may place relevant content on our other platforms without the permission of the Client. If no arrangements on this are made in the agreement, no costs will ever be charged for this. Articles written for print will always be published online in accordance with the agreed schedule; if no date has been agreed, then these will be published as desired by the editorial staff and the publisher.

Own use

The produced articles, video's and photography that have been published as a result of the partner in business package, can be used for the own marketing purposes of the client. Articles that have been published in the magazines, can be send as a PDF if upon request. However we request that if you choose to publish this on your own platform(s) to name the original source

Traffic

Impressions and/or views will only be given upon request of the content that has been published as a result of the Partner in Business Package. For all information about our platforms you can check our factsheets of our platforms.

Photography: reuse

Photos taken by a photographer of Executive-People.nl/magazine and Dutchitchannel.nl/magazine are exclusively for use on the platforms Executive-People and Dutchitchannel. Any reuse is prohibited by copyright. To make arrangements on reusing any photographic material, we will be happy to put you in contact with the photographer. Purchase of the photo set (on average, four [4] photos) will cost €125, excluding VAT, to be paid to the photographer directly.

Video: embedding

Video reports will be formed in consultation with the contractor (video or quote). Interviews with visitors of events and ambiance video's will be decided upon by our editorial team. Ambiance video's can be directed in consultation with the contractor. A video requires a lot editorial time and is often connected to actuality and an article/interview. An accreditation process is only possible when this has been set in our commercial agreements (Partner in Business Package).

Liability

The Contractor is not liable for the content of the publications. Claims (from the Client or third parties) will always be referred to the Client. The Contractor offers ample opportunities to make corrections to publications during the production process. Barring cases of intent or gross negligence, the Contractor is not liable towards the Client for damages of any nature whatsoever, whether direct or indirect, that may arise for the Client from any actions based on the content or the material making up said content.

If, in observance of the foregoing provisions of this article, it becomes apparent that the Contractor should be liable for any resulting damages and/or any disadvantage, then the Contractor's total liability does not under any circumstances exceed an amount equal to the price agreed upon the contracting of the agreement.

Liability: events

1. In the organization of events, the Contractor is not liable for causes beyond the Contractor's control.
2. Under no circumstances is the Contractor liable for damages resulting from participation in an event or activity, excepting where attributable to intent and/or gross negligence of the Contractor, its employees, and/or its volunteers. This also applies in regard to damages resulting from death, personal injury, accident, harm, loss, damage, or theft. This clause applies to visitors, participants, and volunteers. Participation in an event (activity) in any form whatsoever is always at the participant's own risk.
3. The Contractor is not liable in cases of loss, theft, or damage of objects of value, including but not limited to coins, jewellery, eyeglasses, telephones, artworks, and valuable documents. Any such objects provided to the organization for safekeeping are held exclusively at the provider's own risk.
4. The event participant is obliged to reimburse the damages that he/she, his/her employees, or his/her materials inflict on the Contractor or property of the Contractor.

Safety

1. The Contractor is at all times entitled to make changes in the event program in the interests of safety, public order, or the proper conduct of the event. This will under no circumstances be grounds for any compensation.
2. Access to or participation in the event may, where necessary, be refused, without stating reasons, if such refusal is deemed necessary in connection with the capacity, safety, public order, threat of damage, nuisance, etc.
3. The event participant, visitor, and/or volunteer must strictly follow all procedures and instructions issued by governmental authority and by the Contractor. He/she must also generally refrain from any such conduct by which he/she would pose a hazard to himself/herself and/or other event participants.
4. If the event participant intentionally violates the provisions of the previous article, the Contractor is authorized to deny the violator(s) further participation and to remove the violator(s) from the event.
5. Due to safety considerations, the Client has limited the number of visitors to specific performances to a maximum. Participants and visitors must adhere to these guidelines.
6. Anyone participating in the event and/or activities and who is within the event building and/or site, with or without the permission of the organization, is deemed to be familiar with the conditions and clauses outlined above and by virtue of that participation/presence is deemed to have accepted these conditions and clauses.

Banners and advertorials

Along with editorial content, we place banners on the website and in the newsletter in accordance with a predetermined schedule. On the website, the banners are not placed exclusively in a fixed position. A banner may rotate with that of other clients. Banner positions in the newsletter are, on the other hand, exclusive. The Client shall supply banners no later than one week prior to placement. Where arrangements on advertorials/submitted notices have been made, the Client shall supply 100 words and a hyperlink no later than one week before placement.

Note: We monitor the schedules for banners, advertorials, and (if applicable) columns. If material is not supplied on time, the schedule may be deferred in consultation between the Parties. In the event of continued failure to supply material on time, we reserve the right to cancel the agreed placements without stating reasons.

Specifications for material to be supplied:

1. Website banners: GIF/Flash: possible sizes are 468 x 60 pixels or 336 x 280 pixels. Two sizes may also be provided to allow us to alternate them for extra attention. Note: Flash banners are not displayed on iPhone and iPad!
2. Newsletter banner: GIF only: size 468 x 60 pixels. Some e-mail programs (newer versions of Outlook, etc.) block animations. Animated GIFs may be supplied, but make sure that the first image is the main message, so that if animation is blocked the message will still be communicated.
3. Newsletter advertorial text: 100 words plus hyperlink, no image
4. Supplying existing reference projects/cases/blogs: Text has no restrictions on the number of words. One photo allowed (JPG 300 dpi)

Contracts

Partner in Business packages are contracted for one year at a predefined rate exclusive of VAT. No media agency discount is extended on packages. Exceptions to the duration of a Partner in Business package can only be made in consultation with and with the approval of the contractor, with a maximum period of 3 months.

An invoicing schedule is to be agreed between the Parties. We offer three invoicing options.

- 1) 100% upon start of contract
- 2) 50% upon start of contract, 50% after six months
- 3) 50% upon start of contract, remainder quarterly for next three quarters

Arrangements not falling under the Partner in Business package (organization of round table discussion, individual placement of advertisements, and individual interviews/customer cases/other cases) will be invoiced on publication date.

Sponsorship arrangements are invoiced based on:

- 1) 100% upon start of contract
- 2) 50% upon start of contract, 50% three months prior to start of event

A payment term of **30 days** applies to all invoices, unless otherwise agreed in the agreement.

These terms and conditions are subject to Dutch law.