Supplementary Terms and Conditions
BedrijfsSelect

Version August 2016

kpn.com
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Article 1 Definitions
The meanings of the terms with an initial capital letter are given in article 1 of the General Terms And Conditions and in this article 1.

Supplementary Terms and Conditions the present BedrijfsSelect supplementary terms and conditions;
General Terms and Conditions the general terms and conditions for KPN mobile communications services;
BedrijfsSelect Contract a master contract for BedrijfsSelect, under which individual Subscriptions can be taken out;
BedrijfsSelect a Service Concept for several Subscriptions in which the Contracting Party can subscribe to different Modules;
Closed User Group all the Contracting Party’s Connections within one BedrijfsSelect Contract.
Link a connection between a business communications system and the KPN mobile network.
Module a Supplementary Service provided by KPN as part of BedrijfsSelect.
Affiliated Company subsidiary (as referred to in article 2:24a of the Dutch Civil Code) of the Contracting Party or a (subsidiary of) a legal entity of which the Contracting Party is a subsidiary.

Article 2 Contract and terms and conditions
2.1 The General Terms and Conditions as well as these Supplementary Terms and Conditions apply to the BedrijfsSelect Contract and the Subscriptions and Modules taken out under it. In the event of contradictions between the different parts of the contract, the following ranking applies:
a BedrijfsSelect Contract;
b Supplementary Terms and Conditions;
c General Terms and Conditions.
2.2 Every offer made by KPN to enter into the BedrijfsSelect Contract is made subject to the proviso that, together with entering into the BedrijfsSelect Contract, one or more new Subscriptions are taken out by the Contracting Party under the BedrijfsSelect Contract or existing Subscriptions are put into the BedrijfsSelect Contract on the grounds of article 3.3.
2.3 A complete description of BedrijfsSelect and the associated applicable rates are included in KPN’s service description of BedrijfsSelect and the related rates page as well as in the service description of the Modules and any related rates sheets.
2.4 KPN reserves the right to amend these Supplementary Terms and Conditions, the service description and the rates related to BedrijfsSelect from time to time. Article 1.16 of the General Terms and Conditions applies to these amendments.

Article 3 Bedrijfsselect contract and subscriptions
3.1 The BedrijfsSelect Contract can only be entered into with legal entities or persons practising a profession or running a business. At KPN’s request the Contracting Party must hand over a recent extract from the trade register of the Chamber of Commerce.
3.2 One BedrijfsSelect Contract may be entered into per Contracting Party. If nevertheless the Contracting Party has entered into several BedrijfsSelect Contracts with KPN or, in addition to a BedrijfsSelect Contract, has entered into other contracts with KPN which provide for a Closed User Group, these contracts will be considered to be and will be treated as separate contracts and under no circumstances will the Closed User Groups of these contracts be combined.
3.3 If the Contracting Party takes out individual Subscriptions for KPN Mobile Telecommunications Services, these Subscriptions can be included in the BedrijfsSelect Contract when the BedrijfsSelect Contract is entered into by stating this on the application form. During the term of the BedrijfsSelect Contract the Contracting Party can include individual Subscriptions for Mobile Telecommunications Services with KPN to the BedrijfsSelect Contract by submitting a migration request to that effect to KPN. The BedrijfsSelect terms and conditions and rates apply to Subscriptions that have been put into the BedrijfsSelect Contract on the grounds of this article. Any previous terms and conditions and rates lapse.
3.4 If the Contracting Party is a legal entity, Subscriptions can also be taken out for Affiliated Companies under the BedrijfsSelect Contract. Contracting Parties must demonstrate that there is indeed an Affiliated Company at KPN’s first requests. Unless agreed otherwise, all payments due for
Subscriptions under a BedrijfsSelect Contract will be charged by means of one invoice to the Contracting Party. The Contracting Party shall be severally liable for payment of any debts of an Affiliate Company resulting from the BedrijfsSelect Contract.

3.5 The Contracting Party and its Affiliated Companies are not permitted without prior written permission from KPN to supply or transfer the Subscriptions taken out under the BedrijfsSelect Contract to third parties or to make available the use of these Subscriptions in anyway whatsoever to third parties unless the third party is an End User on the grounds of a relationship under Employment Law or carries out work for the Contracting Party’s and/or Affiliated Company’s own business on the grounds of any other contractual relationship.

**Article 4 Modules**

4.1 Modules can be agreed during the establishment of the BedrijfsSelect Contract or during its term.

4.2 KPN offers Modules that can only be agreed for all the Subscriptions taken out under the BedrijfsSelect Contract or are included in the BedrijfsSelect Contract on the grounds of article 3.3 and also Modules that can be agreed per Subscription.

4.3 A Fair Use Policy applies to a Module for which no fixed limit has been set. If a special Fair Use Policy applies to one or more Modules that can be taken out as part of BedrijfsSelect, it will be incorporated in the service description(s) concerned.

4.4 Although subject to a fair use policy, there is unlimited use for Onbeperkt Onderling Bellen (Unlimited User Group Calls), Onbeperkt VastMobiel Bellen (Unlimited Landline Mobile Calls) and Onbeperkt SMS (Unlimited SMS) Modules. The limits and prices that apply if the limit is exceeded are included in KPN’s BedrijfsSelect service description and the associated rates sheet.

4.5 Specific terms and conditions may be applicable to Modules in addition to the General Terms and Conditions and these Supplementary Terms and Conditions.

**Article 5 Implementation and delivery of vastmobiel and vastmobiel totaal modules**

5.1 The stipulations in this article 5 only apply if the Contracting Party purchases the VastMobiel (Landline Mobile) or VastMobiel Totaal (Total LandlineMobile) Module.

5.2 In consultation with the Contracting Party, KPN will prepare a project plan that defines the technical and operational implementation of the VastMobiel Totaal Module after establishment of the contract for the VastMobiel or VastMobiel Totaal Module or during the quotation stage. The timelines in a project plan are target dates and can never be interpreted as guaranteed delivery dates.

5.3 The technical start-up of the VastMobiel Totaal Module will be based on a test and brief instruction by KPN, after which KPN and the Contracting Party will sign the Delivery Protocol, as described in article 4 of the Supplementary Terms and Conditions for assembly and installation services.

5.4 Unless explicitly stated otherwise, the following activities are not included in the VastMobiel Totaal contract:

a. Installing 220 Volt power connections at the location where the Link to the business communications system will be fitted. These connections have to be connected from the meter cupboard in a separate group;

b. The supply and installation of equipment to repair a faulty 220 Volt power supply;

c. The implementation of freely accessible (separated) cable trays, conduits, infill boxes and connection columns with sufficient capacity;

d. The installation of an earthing system (necessary for the proper operation of each business communications system).

5.5 If the activities referred to in article 5.4. under d are necessary for the implementation of the VastMobiel Module or the VastMobiel Totaal Module and they are carried out by KPN at the request of the Contracting Party, the cost of doing so will be charged separately.

5.6 Additional work will only be done after the Contracting Party has given instructions for it in writing. The cost of this additional work is payable by the Contracting Party.
Article 6 Payment
6.1 If a Subscription is not actively used for a continuous period of two months, i.e. if there is no incoming and outgoing traffic on the connection, KPN is entitled to charge a sum of EUR 10 per month in addition to the payment due for the Subscription. This charge will be due for every month until the month following the month that traffic on the Subscription resumes.

6.2 The Contracting Party must pay the charges for the Subscriptions and Modules that have been taken out irrespective of whether the Contracting Party has activated the Subscriptions and/or Modules actually and/or technically.

6.3 The periodic payments for the Link for the VastMobiel Module and/or VastMobiel Totaal Module are due from the first calendar month after the delivery date (as referred to in article of the Supplementary Terms and Conditions for assembly and installation services) of the Module concerned. If the Delivery Protocol of the Link is not signed within a month after delivery of the Link for a reason on the Contracting Party’s side, KPN is entitled to charge the periodic payment for the Link from the first calendar month after delivery of the Link.

7.1 The BedrijfsSelect Contract is entered into for a minimum term of at least one year to be agreed in the BedrijfsSelect Contract, commencing on the date on which the BedrijfsSelect Contract is established. After expiry of the agreed minimum term, the BedrijfsSelect Contract is continued for an indefinite period. The BedrijfsSelect Contract may be cancelled by the parties in writing after expiry of the agreement minimum term, a notice period of one month shall apply for Customer and a notice period of three months shall apply for KPN.

7.2 If the BedrijfsSelect Contract ends, so too do the Subscriptions taken out under it as well as the Subscriptions added to it under article 3.3. In so far as the date of termination is before expiry of the minimum term of these Subscriptions, KPN will charge the Contracting Party a lump sum payment. The lump sum payment consists of the costs of the Subscriptions during the remainder of the contract term.

7.3 Unless agreed to otherwise, Modules are agreed for an indefinite term and can be cancelled in any month by giving a period of notice of one month. In the case of Modules with a minimum term, after expiry of the minimum term they can be cancelled by giving a period of notice that applies to the Module concerned.

7.4 If the Contracting Party purchases a Module that applies to all the Subscriptions taken out under the BedrijfsSelect Contract, in addition to the stipulations of article 7.1, the BedrijfsSelect Contract cannot be cancelled until the end or after the end of the minimum term of the Module concerned.

7.5 If a Subscription ends, the Module associated with that Subscription also ends. In so far as the date of termination is before expiry of the minimum term of this Module, KPN will charge the Contracting Party a lump sum payment. The lump sum payment consists of the costs of the Module during the remainder of the contract term.

7.6 Links are agreed for a minimum term of one year and can be cancelled at the end or after the end of the minimum term by giving a period of notice of one month. If the BedrijfsSelect Contract ends before the minimum Link contract term has ended, KPN will charge the Contracting Party a lump sum payment. The lump sum payment consists of the costs of the Link during the remainder of the contract term.

Article 7 Term of the bedrijfsselect contract

Article 8 Online diensten
8.1 The conditions in this article 8 apply to the Diensten Online Beheer en Self Care (On-line Management and Self-care Services) – the Online Diensten (On-line Services) – offered to the Contracting Party by KPN via the internet. The Online Diensten functionality and specifications are described in detail in the relevant service descriptions.

8.2 All activities contracted via the Online Diensten are governed by the contractual agreements that are incorporated in or arise out of the BedrijfsSelect Master Contract. Furthermore the KPN General Terms and Conditions of Sale apply to all orders for products and the KPN General Terms and Conditions for Providing Services apply to all orders for Services. These General Terms and Conditions can be found on www.kpn.com.
8.3 The Contracting Party obtains access to the Online Diensten by preparing access data on www.kpn.com or by using the access data provided by KPN. The Contracting Party is responsible for any use of these access data and for all orders executed and other activities carried out with these access data. If the Contracting Party suspects loss or improper use of access data, it must notify KPN immediately. The Contracting Party is liable for all loss or damage and costs that arise through the loss or improper use of the access data, including the costs of the measures to be taken by KPN in order to prevent (further) improper use of lost access data.

8.4 The Contracting Party uses the Online Diensten at its own risk. KPN is not liable for the use, content, (non-)availability or performance of the Online Diensten.

8.5 The Contracting Party is responsible for all equipment, software and connections that it uses to obtain access to the Online Diensten. The Contracting Party is liable for all loss or damage that arises on or to KPN systems as a result of the Contracting Party's use of the Online Diensten with incorrect, unsuitable or improperly performing equipment, software or connections.

8.6 If a price of or a condition relating to a product or Service has been incorrectly included in the Online Diensten as a result of an apparent typing error or a technical malfunction, KPN is not bound to supply the product or Service at this price or subject to this condition. Unless expressly stated otherwise, the prices and terms and conditions are applicable at the moment that the Contracting Party consults the Online Management environment.

8.7 KPN can include terms and conditions for a specific On-line Service on the website on which the On-line Service concerned is being provided. Such terms and conditions are deemed to be part of these Supplementary Terms and Conditions.