General Conditions Conferencing Services Per 1 January 2013

ARTICLE 1

DEFINITIONS
The following definitions apply to the terminology used in these General Conditions:

Agreement agreements between Supplier and another party that forms the basis for delivery by Supplier of the Service, registered in a form, document or other manner;

Conferencing Services the package of services, not including use of network infrastructure, delivered by Supplier to allow multiple persons at multiple locations to simultaneously share information;

Customer the party with whom Supplier closes, or wishes to close, an Agreement and to whom these General Conditions are applicable;

Equipment the systems used to allow Participants to use the Service;

Participants Customer and Partners;

Partners the party with whom Customer establishes contact via the Service when the Service is delivered and/or the party who has received access codes from the Customer to be able to use the Service;

Service the services delivered by Supplier in the context of the Agreement;

Supplier KPN B.V.

ARTICLE 2

SUBJECT OF THE AGREEMENT

2.1 The parties agree that Supplier will execute the Service on behalf of Customer under the conditions and at the fee mentioned in the Agreement and the associated attachments.

2.2 The Agreement can involve both one-time execution of the Service and execution of the Service by Supplier at the request of Customer during a period of limited or unlimited duration.
ARTICLE 3

ACTIVATION OF THE AGREEMENT

3.1 The Service can be requested by completing and signing a form available for that purpose, unless another request procedure is agreed upon. Supplier will provide Customer with a copy of these General Conditions at no charge.

3.2 Customer must provide any proof of identity requested by Supplier and all of the data that Supplier deems necessary for evaluation of requests for use of the Service.

3.3 In cases involving a request for use of the Service on behalf of a person, legal entity or corporation, the representative of such person, legal entity or corporation must provide any proof of identity requested by Supplier, as well as proof of his/her legal authority to represent that person, legal entity or corporation, based on a recent excerpt from the Chamber of Commerce registry.

3.4 The Agreement goes into effect on the date on which Supplier issues confirmation of its intention to honour the request, unless otherwise agreed.

3.5 Requests for use of the Service can be rejected by Supplier if:
   a  Customer is not the legal representative of the party for whom the agreement is closed with Supplier or Customer is unable to provide the data requested by Supplier as described in paragraph 3.2 and/or 3.3 within the period stipulated by Supplier;
   b  Customer fails to fulfil any obligation resulting from these General Conditions that would reasonably justify rejection of the request by Supplier, or Supplier has reason to believe that Customer will be unable to fulfil such obligation;
   c  Customer fails to fulfil any financial obligation resulting from earlier agreements between Customer and Supplier.
Supplier will provide Customer with its reasons for rejection.

3.6 A Customer who has used the Service in the past can request use of the Service via a short request procedure with reference to his/her past use of the Service. The proof of identity procedure related to such repeat requests for use of the Service is less extensive than that applicable to new requests for use of the Service.

ARTICLE 4

DELIVERY OF THE SERVICE

4.1 Supplier will take reasonable measures to provide the Service without faults and will resolve faults and Service disruptions as quickly as possible. Supplier may be unable to prevent temporary Service downtime, however, in cases involving availability problems in the network infrastructure used to provide access to the Conferencing Services. Liability on the part of Supplier for non-availability of the Service is limited to the liability as described in article 13 of these General Conditions.
4.2 Supplier retains the right to deviate from the provisions for execution of the Service contained in these General Conditions and in the Agreement between Customer and Supplier in cases in which technical conditions require such deviation. Where possible, Supplier will provide Customer with advance notification of deviations.

4.3 In cases involving force majeur, Supplier retains the right to terminate the Agreement, either in whole or in part, without legal intervention, without liability for damages and without relinquishing its right to receive payment for services already rendered.

ARTICLE 5

VALIDATION OF THE EQUIPMENT

5.1 Supplier may request a validation test to detect possible limitations in the Equipment of Customer and Partners.

5.2 Customer must co-operate in the execution of the validation tests. Customer will provide Supplier with the data required to execute these tests and will take any measures that may be necessary to allow Supplier to execute these tests properly.

5.3 In cases in which Customer temporarily uses Equipment provided by Supplier to obtain access to the Service, Supplier will take full responsibility for the validation test.

ARTICLE 6

OBLIGATION TO PROVIDE INFORMATION

6.1 Customer must provide timely notification to Supplier regarding any changes to the Equipment of Customer and/or Partners that may have an impact on execution of the Service.

6.2 Customer must provide timely notification to Supplier regarding any changes to personal data regarding Customer.

ARTICLE 7

OBLIGATIONS RELATED TO EXECUTION OF THE SERVICE

7.1 Customer will ensure that Equipment of the Participants is prepared for execution of the Service on time.

7.2 Customer is responsible for making sure that the appropriate Participants are involved in meetings conducted via the Service during establishment of the connections required to access the Service.
ARTICLE 8

USE OF CONFIDENTIAL DATA

8.1 All parties involved in the Service are obligated to ensure they handle confidential data obtained from other parties involved in the Service with the utmost confidentiality, whatever form such data may have. The parties involved in the Service may not use confidential information obtained in the context of the Service for their own benefit.

8.2 Customer must handle any access codes he/she may obtain in the context of the Service with the utmost confidentiality and must take any measures required to ensure that such codes are not misused by third parties. Customer will be held responsible for any costs incurred by Supplier as a result of misuse of such access codes.

8.3 Supplier enters data regarding Customer and Partners obtained from Customer in a database. Supplier uses these data in compliance with Dutch privacy legislation. Supplier retains the right to use name and address data from this database for commercial purposes, subject to the provisions of paragraph 8.1, unless Customer explicitly requests that data provided by Customer may not be used for these purposes.

ARTICLE 9

USE OF THE SERVICE

9.1 Customer guarantees that the information provided via the Service is not insulting, racist, discriminatory or inflammatory in nature, that such information does not offend against common decency and that provision of such information via the Service does not constitute a breach of the legal rights of any third party. Supplier has the final decision in this area.

9.2 Customer guarantees that the information provided via the Service does not constitute an infringement of any type on the rights of any third party.

9.3 Customer guarantees that the information provided via the Service, including applications, cannot be used to inflict damage to data, equipment or software owned by Supplier or by any other party.

9.4 Customer guarantees that Customer’s Partners will also uphold the guarantees described in paragraphs 1, 2 and 3 of this article.

ARTICLE 10

OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

10.1 The Agreement in no way implies a transfer of any type whatsoever of ownership of physical property or software used by Supplier to execute the Service, nor does it
imply a transfer of any intellectual property rights related to that physical property or software.

10.2 Intellectual property rights related to data compiled in the context of the Agreement, including reports, recommendations and documentation, remain the sole property of Supplier. Customer has the non-exclusive right to use such data, but only for the purposes for which they are provided to Customer by Supplier.

10.3 Customer must immediately inform third parties who plan to exercise rights related to the data described in paragraph 10.2 or who plan to take action of any type in relation to such data, including seizure, of Supplier's rights to such data. Customer must also inform Supplier of such plans on the part of third parties.

ARTICLE 11

FEES

11.1 All fees that Customer is responsible for paying to Supplier will be increased by the applicable legal taxes and levies.

11.2 Supplier retains the right to increase the fees associated with the Agreement. Customer has the right to terminate the Agreement as from the effective date of fee changes in cases in which the fee changes result in a demonstrably unreasonable burden on Customer. Customer must inform Supplier of intent to terminate this agreement, including Customer's reasons for requesting termination, based on the provisions of this article within 21 days of publication of the fee changes.

11.3 Supplier retains the right to claim payment for the Service agreed between Supplier and Customer in the Agreement in cases in which Supplier agrees to make changes to the Service at the request of Customer.

11.4 A cancellation policy can be included in the Agreement. To invoke the provisions of the cancellation policy, Customer must provide Supplier with notice of cancellation at least one hour prior to the agreed start time. If Supplier is not notified by this time, the normal fees will be charged for the Service, whether they are actually used or not.

ARTICLE 12

PAYMENT

12.1 Supplier will charge Customer for amounts due and payable via an invoice. Payment of the invoice must be made via the bank or giro account stipulated by Supplier, within the period specified on the invoice. If a payment period is not mentioned on the invoice, payment must be received by Supplier within 21 days of the invoice date. The payment date is the date on which Supplier receives the payment.

12.2 In cases involving late payments, Supplier will notify Customer of the fact that the payment is late, specifying a grace period within which the late payment must be received by Supplier. If the invoice is not paid by the end of this grace period,
Customer will be considered in default, without notification of default. Customer is responsible for payment of legal interest over the late payment, from the moment that Customer is in default to the moment at which payment is made, plus any collection costs that may be incurred by Supplier, without prejudice to the right of Supplier to submit claims for the total actual damages incurred.

12.3 Customer is responsible for payment of all costs incurred for the collection of amounts due and payable by Customer, including legal and ex-legal costs.

12.4 Payments that cannot be traced to an individual invoice will be applied to the oldest unpaid invoice sent to Customer for use of the Service.

12.5 Objections on the part of Customer to invoices must be submitted to Supplier within 14 days of the invoice date. Objections to invoices do not imply the right to postpone payment.

12.6 Customer does not have the right to settle invoices against other claims against Supplier, regardless of the type of claim.

ARTICLE 13

LIABILITY

13.1 Supplier is not liable for direct or indirect damages incurred by Customer in the context of this Agreement due to inadequacies on the part of Supplier in execution of the provisions of the Agreement, except in the following cases, in which the liability of Supplier for reimbursement of damages is limited to the amounts mentioned below:
   a. In cases in which the performance of activities by Supplier results in damage attributable to Supplier to property of Customer, Supplier will reimburse repair and replacement costs to a maximum of € 500,000.-- per incident;
   b. In cases in which the performance of activities by Supplier results in death or bodily injury attributable to Supplier, Supplier will reimburse the associated damages to a maximum of € 1,000,000.-- per incident.

13.2 Customer indemnifies Supplier against claims submitted by third parties for damages, except for damages for which Supplier is liable under the provisions of paragraph 13.1.

13.3 Notification of damages as described in this article must be reported to Supplier in writing as quickly as possible, but no later than four weeks after the incident from which the damages arise. Damages that are not reported within this period will not be reimbursed by Supplier, unless Customer is able to prove that Customer could not reasonably be expected to report the damage within this period.

ARTICLE 14

SPECIFIC Supplier STATUTORY OBLIGATIONS BASED ON THE DUTCH TELECOMMUNICATIONS LAW
a. As a result of the specific regulatory obligations (de Marktanalysebesluiten) imposed on Supplier by the Dutch Independent Telecommunications Regulator (OPTA) at the time of effectuation of the agreement between parties, Supplier is obligated to maintain a specific price distance between the agreed prices in the agreement and its wholesale procurement prices in order to ensure that Supplier's competitors can procure the same products with Supplier and can provide a competitive offer to customers.

b. Only in the event:
   1. That, during the term of the Agreement, a regulatory change occurs that has direct and relevant consequences for (execution of) the Agreement or parts of the Agreement, or
   2. As a result of increase of the Supplier wholesale procurement prices or a relevant alteration in the agreed portfolio of services between parties in the Agreement, the distance between the agreed prices and the wholesale procurement prices is insufficient to comply with Supplier's specific regulatory obligations, as Suppliers competitors are unable to provide a competitive offer as they have to procure this same service from Supplier,

Supplier will have the right to give Customer written notice of the required amendment(s) of the agreed terms and conditions or prices.

c. In the event that Customer does not accept the required amendment(s), either party will have the right to terminate the relevant Agreement from the date that the required amendments have to be implemented.

**ARTICLE 15**

**TERMINATION OF THE AGREEMENT**

Without prejudice to provisions related to termination stipulated by law, either party to the Agreement has the right to immediately terminate the Agreement, in whole or in part, prematurely without legal intervention and without prior notice under the following conditions:

a. the other party requests or is granted a moratorium of payment;
b. the other party is declared bankrupt or a bankruptcy petition is submitted by or on behalf of the other party.

**ARTICLE 16**

**ADDITIONAL CONDITIONS**

**16.1** Supplier retains the right to change these General Conditions and to apply changes to these General Conditions to the existing Agreement.

**16.2** Changes made by Supplier to the existing Agreement take effect on the date mentioned in the written notification of change. If Customer does not wish to accept the changed General Conditions because they place an unreasonable burden on Customer, Customer may immediately terminate the Agreement within 21 days of
the notification date by submitting notice of intent to terminate the Agreement to Supplier, including Customer's reasons for terminating the Agreement.

16.3 An inability on the part of either party to this Agreement to comply with a single article of the General Conditions that apply to the Agreement does not automatically imply that the other party is released from compliance with these General Conditions.

16.4 The Agreement is subject to Dutch law.

16.5 Any conflicts related to this Agreement will be submitted to the court with proper jurisdiction in The Hague.

16.6 In cases involving differences in interpretation between the original Dutch text of these General Conditions and the English translation, the Dutch text takes precedence and will be considered binding.