Additional Terms and Conditions for TDC Business IoT Connectivity (M2M)

April 2021

1. Supplementary agreement

The following terms and conditions apply to TDC Business IoT Connectivity subscriptions in addition to the Subscription Terms for TDC's Mobile Services. In the event of a conflict between the terms, these separate terms and conditions for TDC Business IoT Connectivity will take precedence.

The order confirmation from TDC states the subscription type covered by the agreement. The content of TDC Business IoT Connectivity is described in further detail in the related product sheet.

An agreement on TDC Business IoT Connectivity entitles the customer to use TDC's network and foreign networks for telemetry purposes, in exchange for a fixed monthly payment.

TDC Business IoT Connectivity is offered through two different technologies. The Customer can thus subscribe to IoT Connectivity either via 2G, 3G and 4G, as referred to in clause 1 of the Subscription Terms for TDC's mobile services or via Narrowband-IoT ('NB-IoT') or via LTE-M, see below.

NB-IoT is a mobile service developed specifically for the Internet of Things (IoT). The technology involves improved indoor coverage and long life for battery-driven equipment. IoT devices can send data at speeds of up to 43 Kbit/s and receive data at speeds of up to 23 Kbit/s. The customer cannot send SMS messages via NB-IoT. NB-IoT provides limited roaming options, which means that the technology can only be used for roaming in selected countries (see clause 6).

Like NB-IoT, LTE-M is a mobile service developed specifically for IoT. LTE-M also gives better indoor coverage and optimization of battery life, though not as well as NB-IoT. The technology provides better data speeds with the ability to send data at speeds of up to 380 Kbit/s and receive at speeds of up to 300 Kbit/s. LTE-M provides limited roaming options, which means that the technology can only be used for roaming in selected countries (see clause 6).

An agreement on TDC Business IoT Connectivity is subject to the condition that the customer's terminal is designed for this and that the customer's terminal and any other equipment are set up correctly for telemetry use. The customer is obliged to use telemetry equipment that is compatible with the supplied SIM card(s), and to use the equipment in accordance with the guidelines from TDC.

Information about the prices for TDC Business IoT Connectivity in force at any time and about the possibilities of combining an agreement on TDC Business IoT Connectivity with TDC's other products and discount agreements can be obtained by contacting TDC.

The table below lists the modules that are included in the subscription type (marked as 'Incl.'), and the extra modules the customer may choose in exchange for additional payment (marked as 'Option'). If a table field is empty, the module cannot be selected.

The order confirmation from TDC states which type of subscription the agreement covers, and which extra modules (if any) the customer has chosen. Modules included in the chosen subscription type are not listed in the order confirmation, but are shown in the table below (marked as 'Incl.'). The terms and conditions for the various modules are stipulated in the clauses of these additional terms and conditions.

	TDC Business IoT Connectivity (2G, 3G, 4G)	TDC Business IoT Connectivity (NB-IoT)	TDC Business IoT Connectivity (LTE-M)
Support (see clause 3 and Appendix 1)	Incl.	Incl.	Incl.
Data sharing between SIM cards linked to the same data package (see clause 5).	Incl.	Incl.	Incl.
Option to use abroad (roaming) (see clause 6).	Option	Option (limited due to lack of support from other operators)	Option (limited due to lack of support from other operators)
Use of SMS messages (see clause 7).	Incl.		
Included test traffic (see clause 8).	100 kB and 5 SMS messages	100 kB	100 kB
Grace period (see clause 8).	3 months	3 months	3 months
Shared APN (see clause 9).	Incl.	Incl.	Incl.
Private APN (see clause 9).	Option	Option	Option
Web API (see clause 10).	Option	Option	Option

2. Parties to the agreement – business enterprises

Agreements on TDC Business IoT Connectivity can only be concluded by business enterprises, and the subscription may only be used for business

purposes. If the customer uses the subscription for non-business purposes, it will be regarded as a serious breach of the agreement.

3. Support

An IoT Connectivity agreement entitles the customer to support as described in Appendix 1.

4. Usage charging, activation and use of SIM cards

TDC Business IoT Connectivity gives the customer access to the Connectivity Management platform of TDC's partner, where the customer is able to manage its own SIM cards directly.

The customer orders a specific number of SIM cards. This number is stated in the order confirmation. The customer is obliged to activate all SIM cards ordered before the agreement expires or is terminated by either party. If the customer fails to activate all SIM cards ordered, TDC will charge a fee per unused SIM card, up to the degree of activation agreed between the parties.

The customer can activate its SIM cards at any time via the platform as required.

The customer chooses which data package the SIM card is to use during the activation process (see clause 4).

The customer pays a fixed monthly amount for each SIM card the customer has activated. The customer is charged for any usage that exceeds the agreed subscription content, as stated on the order confirmation or a written agreement between the customer and TDC.

Where possible, TDC will send a message by email to the customer after the customer has used 80% of the included data volume. TDC Business cannot be held liable for any delayed forwarding or non-forwarding of these messages.

The fixed monthly amount will be charged by TDC from the date on which the SIM card becomes active, either after the customer's test traffic has been used up or the grace period has expired (see clause 5) or through direct activation.

5. Data sharing

The customer chooses the size of the data package for each SIM card and in which countries the SIM card is to be usable in connection with activation. There is data sharing between all SIM cards that have the same data package size. The customer may therefore use the total data volume on all SIM cards with the same data package size.

Conversely, there is no data sharing between SIM cards with different data package sizes.

6. Roaming

For customers who subscribe to TDC Business IoT Connectivity via 2G, 3G, 4G, the various subscription types can be used abroad within the EU, countries with Vodafone operators, and Norway, Switzerland and Liechtenstein. Roaming is possible in these countries as standard, using the primary mobile network of TDC's partners.

A list of countries in which the customer can use its subscription is available at www.tdc.dk.

For customers who subscribe to TDC Business IoT Connectivity via NB-IoT and LTE-M, the subscriptions can only be used in Denmark, see below.

For all subscription types expanded roaming can be offered in the EU and in selected countries in the rest of the world. A separate agreement must be concluded stating in which countries and at what usage prices the customer may use its subscription. The price will be agreed based on the customer's reported usage needs and the intended usage pattern. If the customer's usage volume or pattern differs significantly from the customer's predicted usage, TDC reserves the right to change the prices for the customer's agreement on TDC Business IoT Connectivity. A list of countries and usage prices for the customer's agreement on TDC business IoT Connectivity will be stated in a separate agreement between the customer and TDC.

7. SMS messages

For customers subscribing to TDC Business IoT Connectivity via 2G, 3G, 4G, the customers' devices can send and receive SMS messages through the Connectivity Management platform portal or Web API (see clause 10). Devices can also be awakened via wake-up SMS messages. The number of included SMS messages is stated in the order confirmation.

The customer may also purchase additional SMS messages.

Customers who subscribe to TDC Business IoT Connectivity via NB-IoT or LTE-M have not included SMS.

8. SIM card testing

The customer may perform SIM card testing within the grace period shown in the table above.

The customer has an overall test traffic volume available during the grace period (see the table above), which will not be charged to the customer.

The customer's SIM cards may be used for testing until one of the following occurs:

- the customer's grace period expires,
- the customer uses up all the data included in the test traffic, or
- the customer uses up all the SMS messages included in the test traffic.

The customer will subsequently be charged in accordance with the prices stated in the customer's agreement on TDC Business IoT Connectivity.

The above test traffic and grace periods apply for each SIM card the customer has set up.

9. Shared APN and Private APN

TDC Business IoT Connectivity includes data connections via shared APN. The customer may pay an extra fixed amount each month, as stated in the order confirmation, to purchase Private APN as an add-on.

By purchasing Private APN as an add-on, the customer can establish a data connection via a customer-specific APN, created in the Vodafone network. This APN will be reserved for the customer's traffic, which will thus be isolated from all other traffic.

10. Web API

If the agreement includes the use of Web API (*Application Platform Interface*), see the table above, the customer may access a self-service solution via API in exchange for payment.

11. Limitations in the customer's use

An agreement on TDC Business IoT Connectivity solely entitles the customer to use the subscription type chosen for the customer's own telemetry purposes, within the customer's own IoT (Internet of Things) system. Therefore, an agreement on TDC Business IoT Connectivity must not be used for purposes such as:

- The transmission of data or voice traffic between devices other than those in the customer's IoT solution
- General use of the Internet, including access to publicly accessible IP addresses
- Spam

Agreements on TDC Business IoT Connectivity may only be used by the customer in a manner and for purposes that are in accordance with applicable legislation.

The customer's failure to comply with this clause 11 will be seen as a material breach of the agreement.

12. Loss or unauthorised use of and changes to SIM cards

After conclusion of the subscription agreement, TDC will forward one or more SIM cards to the customer or its representative. The SIM cards are not protected by a PIN code and PUK code (see clause 7.A in the Subscription Terms for TDC's Mobile Services). Clause 7.B and the part of clause 7.A in the Subscription Terms for TDC's Mobile Services that relates to the Danish Act on Certain Payment Instruments (*Lov om betalingsmidler*) do not apply.

After receipt of the SIM cards by the customer or its representative, the customer is liable without limitation for losses resulting from unauthorised use of the SIM cards by others. The customer is thus responsible for protecting itself against unauthorised use of the cards by others.

The supplied SIM cards must not be used for purposes other than IoT and M2M.

TDC reserves the right to block the customer's SIM card if there is a suspicion of misuse or disruptions in the network.

Physical and technical changes may only be made to the SIM cards by authorised technicians. TDC and its partners are entitled to make changes and updates to SIM cards, including changes via OTA (*Over the Air*), for example in relation to functionality issues or in order to comply with applicable legislation or orders. The customer is obliged to accept such changes and updates, should they be necessary.

13. TDC's liability

In addition to the limitations under clause 15.C in TDC's General Terms and Conditions, TDC's liability is limited to DKK 25,000 for each act giving rise to liability or omission.

Appendix 1 – Support

1. Support
The customer has access to support as part of the IoT Connectivity agreement. Support is offered as a 'help-to-help-yourself solution' and the support hotline can be contacted by email or telephone. Support is provided on all weekdays from 08.00 to 16.00 for all minor and medium cases. In addition, 24/7 support is provided for all major cases. The 24-hour support hotline can be contacted on all days of the year.

2. Content of the support
The support provides assistance with questions relating to the IoT Connectivity Agreement, including questions about supplied SIM cards and any add-on purchases of supplementary services for the IoT Connectivity Agreement. In addition, support is provided for questions about the self-service platform.

Support is only provided by email or telephone.
As part of the agreement, the customer may receive answers to questions concerning, for example, use, administration and maintenance, as well as provision of regular technical remote support.

The customer's access to support is based on a 'help-to-help-yourself' principle. The support will only perform changes, establishment and setup (regular operation of the solution) that cannot be performed by the customer through the web-based self-service platform.

Changes, establishment and setup (general operation of the solution) that can be performed by the customer via the web-based self-service platform are not covered by this support agreement. However, against payment of a separate fee, the customer may contact the support hotline to have tasks of this type performed. The fee is calculated based on time used for performance of the task. The customer will always be informed prior to the performance of the task if the requested assistance for the task is not covered by the access to support and will therefore be charged separately.

3. Case classification
TDC decides whether a case should be regarded as major, medium or minor. TDC may reclassify a case from, for example, major to medium or minor or from minor to medium or major at any time if it turns out that the case has been classified incorrectly in connection with the provision of support or for some other reason.

3.1. Minor cases

A case is classified as 'minor' if the customer experiences minor faults that do not have a direct effect on the possibility of using the IoT Connectivity service, including no effect on the ability to send data, SMS messaging and voice.

The following examples of minor cases can be listed:

- Faults in connection with administration and other handling of SIM cards on the self-service portal.
- Problems creating, editing and deleting users, and making changes to user settings via the self-service portal
- Problems with administration of SIM cards on the self-service portal, for example change of the mode of one or more SIM cards, creation of new service profiles, relocation of SIM cards between service profiles etc.
- Problems creating reports on the self-service platform
- Problems with event trigger setup and problems changing the customer's configuration etc. on the self-service platform
- Problems with billing and other communication from TDC Business.
- Request for correction of incorrect documentation such as user manual, API descriptions etc.
- Questions or wishes for improvements

3.2 Medium cases

A case is classified as 'medium' if the customer experiences faults which may, to some degree or sporadically, have a negative effect on the possibility of using the IoT Connectivity service, including an effect on the possibility of sending data, SMS messaging and voice.
The following examples of medium cases can be listed:

- One of or a small number of the customer's devices cannot be connected to the IoT Connectivity service (lack of data access, SMS messaging, voice)
- The customer cannot use one or more features on the portal, resulting in limited possibility of administration and other handling of SIM cards
- Restricted access via API, i.e. one or a small number of API calls fail so that not all features can be used for handling of SIM cards

3.3. Major cases

A case is classified as 'major' if, for example, the customer experiences suddenly occurred situations resulting in most of the enterprise's devices not being able to use the IoT Connectivity service.

The following examples of major cases can be listed:

- Crash that blocks access to computer connection, SMS messaging and voice.

- No access to the self-service platform, including no access via API
- Transmission crash for customers with the supplementary product Private APN that results in no access to data, SMS messaging and voice (for example fault in or fault connected with the customer's MPLS connection connected to the IoT Connectivity service.

4. Fault correction time, repair time and support time

The fault correction time is defined as the maximum time from when the customer contacts the support hotline and until the support hotline has corrected the fault, repaired the fault, provided the customer with temporary or complete support.

A distinction is made between the fault correction time/repair time/support time for minor cases, medium cases and major cases.

In minor cases, the fault correction/repair/support commences on the next working day and is concluded within 18 working days depending on the extent and complexity of the inquiry.

In medium cases, the fault correction/repair/support commences within four hours or on the next working day and is concluded within nine working days depending on the extent and complexity of the inquiry.

In major cases, the fault correction/repair/support commences within two hours and is concluded within 16 hours depending on the extent and complexity of the inquiry.

5. Delimitations

5.1 Faults with a suspensive effect

In certain situations, TDC is unable to perform fault correction due to circumstances beyond TDC's control. Such situations include:

A. Special physical conditions which hamper or render impossible TDC's fault correction, such as flooding or electromagnetic noise.
B. Serious cable faults and other serious faults in TDC's systems and installations affecting several customers and where it is not practically possible to expedite fault correction by, for example, deploying more resources.
C. Conditions involving extraordinary time consumption (obtaining digging permits, need for expropriation, regulatory requirements for coordination with other line owners, bans from public authorities etc.).

D. Force majeure situations (see clause 15.D of TDC's General Terms and Conditions).
E. Failures in deliveries from TDC's suppliers.
F. Faults which are due to production defects or the like in equipment, hardware and/or software and which occur in all products of the same production series and where the fault is therefore escalated to TDC's supplier.
G. Inadequate coverage or problems with roaming abroad for which TDC is not responsible.

Such circumstances beyond TDC's control have a suspensive effect on fault correction times.

5.2 Fault correction of serious faults affecting many customers
Serious faults in TDC's systems and installations affecting many customers will always be corrected as quickly as possible by TDC and with such action being continued until the fault has been corrected.

6. Breach by TDC
In the event of TDC's breach of the SLA, the provisions in clause 15 of TDC's General Terms and Conditions regarding reduction of the subscription charge, liability in damages and force majeure apply.

7. Contact
TDC Cloud Support can be contacted on tel.: +45 65 99 78 95