

Subscription Terms for TDC's Data Services and Data Networks

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(This is a translation from Danish. In the event of a conflict between the Danish version and the English version, the Danish version prevails).

Contents

1. The Agreement.....	1
2. Definitions (data network etc.)	1
3. Access connection and Internet access	2
4. Delivery time for data networks etc. (delayed delivery)	2
5. Prices for international data services (in foreign currency).....	3
6. Payment	3
7. TDC's breach	3
7.A. Fault repair	3
7.B. Reduction of the subscription charge	3
7.C. TDC's liability in damages in connection with delivery of data networks etc.	4
8. Termination and minimum subscription period for data networks etc.	4
9. Commencement.....	4

1. The Agreement

The following service-specific Subscription Terms apply to agreements on delivery and operation of TDC's data services and data networks ('the Service') as a supplement to the General Terms and Conditions for Delivery and Operation of TDC's Services ('TDC's General Terms and Conditions'). In the event of a conflict between the terms and conditions, these service-specific Subscription Terms for TDC's Data Services and Data Networks will prevail.

Unless otherwise specified, these Terms apply to delivery and operation of the following services, among others:

- Network solution MPLS
- Network solution eVPN (Ethernet)
- TDC VPN MPLS, including TDC Nordic VPN IP and TDC VPN IP (virtual private data networks within TDC's IP network),
- TDC Nordic Ethernet VPN
- Internet access via TDC Leased Lines or TDC Fibre (Pro@ccess)
- TDC Business Broadband (TDC BizBase, TDC MultiBase, TDC ExtraBase and TDC MyBase)
- TDC City MAN
- TDC Fibre

The above services will subsequently be referred to collectively as the Service.

2. Definitions (data network etc.)

A data network is one single solution in which several connections to the Service are connected in a data network.

Part delivery is delivery of one or more connections to the Service (with any accompanying connection equipment, see Clause 5 of TDC's General Terms and Conditions) which can function independently – for example as an independent data network – or which can form part of a planned large-scale data network.

International data services are data services where one or more network termination points, see Clause 5 of TDC's General Terms and Conditions, are located in countries other than Denmark, including Greenland and the Faroe Islands. In connection with TDC's delivery of international data services, TDC often uses subcontractors for that part of the Service which is located in countries other than Denmark, including Greenland and the Faroe Islands.

3. Access connection and Internet access

The Subscription Terms for TDC Broadband (DSL, fibre or coax) apply to delivery of Internet access as well as broadband connections for use for access to and interconnection of the customer's data networks. In the event of a conflict between the terms, the Subscription Terms for TDC's Data Services and Data Networks will prevail over the Subscription Terms for TDC Broadband.

The Subscription Terms for TDC Leased Lines apply to the delivery of leased lines for use for access to and interconnection of the customer's data networks. In the event of a conflict between the terms, the Subscription Terms for TDC's Data Services and Data Networks will prevail over the Subscription Terms for TDC Leased Lines.

4. Delivery time for data networks etc. (delayed delivery)

In connection with delivery of data networks, see Clause 2, delivery times will be fixed for each part delivery, and each part delivery will be commissioned separately. If the delivery time for a part delivery is changed at the customer's request, TDC is entitled to postpone the time of delivery for all subsequent part deliveries.

If, in connection with delivery of data networks, see Clause 2, TDC exceeds the time of delivery for a part delivery by more than 30 days, this will be regarded as a material delay, and the customer may terminate the agreement on the part delivery without notice.

If, in connection with delivery of international data services, see Clause 2, TDC exceeds the time of delivery for a part delivery by more than 60 days, this will be regarded as a material delay, and the customer may terminate the agreement on the part delivery without notice.

5. Prices for international data services (in foreign currency)

The prices for delivery and operation of international data services, see Clause 2, are stated in Danish kroner (DKK) excl. VAT unless otherwise agreed.

If TDC uses subcontractors for delivery and operation of international data services, including where the subcontractor is one of TDC's own subsidiaries, and TDC's payment to the subcontractor for the subcontract is made in a foreign currency, TDC is entitled and obligated to adjust the prices for delivery and operation of international data services if there are exchange rate fluctuations of more than five per cent between the foreign currency in question and DKK. Any exchange rate fluctuations will be settled in accordance with the exchange rate published by the Danish Central Bank for the foreign currency in question.

In addition, TDC is entitled to adjust the prices for delivery and operation of international data services if public taxes and duties are increased.

6. Payment

An establishment charge is levied in connection with the conclusion of the agreement, see Clause 12 of TDC's General Terms and Conditions. However, in connection with delivery of data networks, see Clause 2, the establishment charge for each individual part delivery is levied when the part delivery is made, see Clause 4.

Payment for international data services is made in DKK unless otherwise agreed.

Clause 12 of TDC's General Terms and Conditions also applies.

7. TDC's breach

7.A. Fault repair

TDC will perform fault repair in accordance with Clause 15.A of TDC's General Terms and Conditions. However, for Nordic data services, fault repair will normally be carried out within normal working hours (Monday to Friday from 8.00 am to 5.00 pm).

7.B. Reduction of the subscription charge

TDC will grant a proportional reduction of the subscription charge in accordance with Clause 15.B of TDC's General Terms and Conditions. However, for data networks, see Clause 2, a proportional reduction will be granted when

the disconnection has lasted for at least one working day. The reduction will be granted proportionally for those parts of the data network which are affected by the delay or disconnection.

7.C. TDC's liability in damages in connection with delivery of data networks etc.

TDC will be liable in damages in accordance with Clause 15.C of TDC's General Terms and Conditions. In connection with delivery of data networks or international data services, see Clause 2, TDC's total liability will be limited to the contract sum for the part deliveries in question.

8. Termination and minimum subscription period for data networks etc.

The agreement is non-terminable for a period of 12 months from delivery, see Clause 17 of TDC's General Terms and Conditions. In connection with delivery of data networks, see Clause 2, the agreement is non-terminable for 12 months from delivery of the last part delivery. The customer may subsequently terminate the agreement at minimum three months' notice, and Clause 17 of TDC's General Terms and Conditions will, moreover, apply.

On delivery of access connections, see Clause 2, in the form of TDC Business Fibre Plus, the agreement on TDC Business Fibre Plus is non-terminable by the customer for 21 months from the delivery date. The customer may subsequently terminate the agreement at minimum three months' notice. A total minimum subscription period of 24 months, see Clause 10 of the Subscription Terms for TDC Broadband, consequently applies to a TDC Business Fibre Plus agreement.

Agreements on delivery of international data services are entered into for each part delivery for continuous 12-month periods calculated from the time of delivery for each individual part delivery. The customer may terminate the agreement for each individual part delivery at minimum three months' notice to the end of the agreed 12-month period.

If, in connection with delivery and operation of international data services, see Clause 1.A, TDC uses subcontractors and is unable, for these subcontractors, to provide the service level that has been agreed with the customer, and this is attributable to circumstances at TDC's subcontractor, TDC may terminate the agreement for the international data services in question, in full or in part, at one month's written notice.

9. Commencement

The Subscription Terms enter into force on June 27 2019.