

## **Additional Terms and Conditions for TDC Erhverv Mobilnet:**

April 2023

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

### **1. Supplementary Agreement**

The following terms and conditions apply to agreements on TDC Erhverv Mobilnet 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 Erhverv Mobilnet will prevail.

It is a precondition for the conclusion of the agreement on TDC Erhverv Mobilnet that the customer is a business customer, see Clause 2 of TDC's General Terms and Conditions for Delivery and Operation of TDC's Services.

An agreement on TDC Erhverv Mobilnet gives the customer access to using TDC's mobile data services for Internet access and/or as a connection via TDC's mobile network to the customer's virtual network solution within TDC's IP network (MPLS network solution). Use of TDC Erhverv Mobilnet as a connection to the customer's network solution requires that the customer has entered into a separate agreement with TDC on an MPLS network solution.

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

### **2. Equipment and SIM card**

On conclusion of the agreement, the customer is provided with a router and a SIM card which are needed in order for the customer to use TDC Erhverv Mobilnet, see Clause 1. The router is installed by a TDC technician. In case of TDC Erhverv Mobilnet 1,000 GB without an MPLS network solution, the subscription is, however, delivered as a 'DIY' installation without a technician's visit.

The SIM card is blocked for voice calls, text messaging and multimedia messaging. The SIM card is also blocked for use abroad (roaming). Unless otherwise agreed with the customer, directory data about the SIM card is not passed on to directory enquiry services (ex-directory number/ex-directory customer data), see Clause 4 of the Subscription Terms for TDC's Mobile Services.

The SIM card and the supplied router function as one single solution and must be used together. The supplied router may not be used with other SIM cards

or with SIM cards from providers other than TDC. Nor may the supplied SIM card be used together with equipment other than the supplied router.

It is a precondition for the customer's use of TDC Erhverv Mobilnet that there is coverage at the location where the equipment (router) is placed, see Clause 2 of the Subscription Terms for TDC's Mobile Services.

TDC has the right of ownership of the equipment. If the agreement is terminated or if the equipment is defective, TDC may demand that the customer return the equipment to TDC. If the customer does not return the equipment, TDC is entitled to charge payment for the equipment.

Under the general rules of the Danish law of damages, the customer is liable in damages for damage to TDC's equipment caused by the customer or anyone acting on the customer's behalf. For TDC's equipment, the customer also bears the risk of theft, loss and accidental damage, for example fire damage, water damage or lightning damage. The customer must compensate TDC for any loss in the aforementioned situations.

### **3. Fault repair of equipment – Fault repair Weekdays 8.00-20.00**

TDC will remedy faults in TDC's mobile network and TDC's mobile services, including SIM cards, in accordance with the normal fault repair times, see Clause 15.A of TDC's General Terms and Conditions. Fault repair is usually carried out within normal working hours (Monday to Friday from 8.00 to 16.00).

In addition, the agreement on TDC Erhverv Mobilnet includes an SLA for the supplied equipment (router), see Clause 2. The included SLA for the supplied equipment is 'Fault Repair Weekdays 8.00-20.00'. Additional Terms and Conditions for Extended Fault Repair Business apply correspondingly to the agreement on 'Fault Repair Weekdays 8.00-20.00'.

The customer may also enter into an agreement on further extended fault repair for the supplied equipment.

### **4. Mobile data speed**

The agreement on TDC Erhverv Mobilnet includes access to 2G and 4G, see Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services.

The speed also depends on the distance to the mast and the number of concurrent users of the mast.

Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services also apply.

## **5. Included data and additional data purchases**

The agreement on TDC Erhverv Mobilnet includes 50 GB of mobile data in Denmark per month (included data package). In case of TDC Erhverv Mobilnet 1,000 GB, however, the agreement includes 1,000 GB of mobile data in Denmark per month. The customer has access to using the included data package without payment of usage rates.

In addition to the included data package, the customer has access to purchasing additional data packages. The agreed data volume and the monthly price for additional data packages are stated in the order confirmation.

Unused GB are not transferred to the next month.

If the agreed data volume is exceeded, usage is not charged, but the speed of TDC Erhverv Mobilnet will be reduced to 256 kbit/s. If the customer subsequently continues to exceed the agreed data volume, TDC reserves the right to terminate the customer's access to TDC's mobile data services or restrict the customer's access to the services.

The subscription may only be used for the customer's own usage and may not be made available to or be used for distribution of traffic for parties other than the customer or its business or any registered user, see Clause 2 of TDC's General Terms and Conditions. The subscription may not be abused by connecting terminals, boxes or other equipment which is not intended for use in connection with the agreement or TDC's public mobile network and services. If the customer's usage is abnormally high, which may indicate that the agreement is being abused, and this matter is not brought to an end immediately upon TDC's request, TDC reserves the right to terminate, without notice, the agreement on additional data purchases or disconnect the customer's access to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions for Delivery and Operation of TDC's Services.

Clause 6 of the Subscription Terms for TDC's Mobile Services also applies.

## **6. The customer's responsibility and theft blocking**

The customer must notify TDC immediately if the TDC Erhverv Mobilnet router or the supplied SIM card is lost, including with a view to blocking the SIM card due to theft and blocking access to the customer's MPLS network solution from the lost router.

The customer should be aware that TDC Erhverv Mobilnet, and thus also any MPLS network solution belonging to the customer, can be used in a mobile capacity outside the customer's location, including in connection with theft.

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The customer is himself responsible for the implementation of adequate security measures such as an extra firewall for full or partial shielding and protection of the customer's network and IT systems.

Clauses 6.B and 7.A of the Subscription Terms for TDC's Mobile Services also apply.