

## **Additional Terms and Conditions for Redundancy Mobile and Redundancy Mobile Plus**

January 2020

(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. The Supplementary Agreement**

The following Terms and Conditions apply to agreements on Redundancy Mobile or Redundancy Mobile Plus in addition to the Subscription Terms for TDC's Mobile Services. In the event of a conflict between the terms and conditions, these separate terms and conditions for Redundancy Mobile or Redundancy Mobile Plus will prevail.

It is a precondition for the conclusion of the agreement on Redundancy Mobile or Redundancy Mobile Plus that the customer is a business customer, see Clause 2.A of the General Terms and Conditions for Delivery and Operation of TDC's services.

An agreement on Redundancy Mobile or Redundancy Mobile Plus gives the customer access to using TDC's mobile data services as a full or partial emergency connection (the redundancy solution) if the customer's fixed broadband connection to TDC's IP network (the primary connection) is out of operation. The detailed contents of the agreement on TDC Redundancy Mobile or TDC Redundancy Mobile Plus, respectively, are described in Clause 2.

Customers who have entered into an agreement on TDC Business Broadband or 'TDC Business Broadband, DSL' as the primary connection to TDC's IP network have access, without any additional payment, to **Redundancy Mobile**, which gives the customer Internet access via the redundancy solution, see Clause 2.

Customers who have entered into an agreement on certain data services or certain broadband products – including an agreement on Network Solution MPLS for 'TDC Business Broadband, DSL' or 'TDC Business Fibre Plus', TDC VPN MPLS or an agreement on TDC Business Broadband in certain subscription types – may, against payment, purchase **Redundancy Mobile Plus** as an add-on, which gives the customer Internet access as well as access to the customer's MPLS network, if the customer has such a network, via the redundancy solution, see Clause 2. The customer can contact TDC for information about the products and subscription types that entitle the customer to purchase Redundancy Mobile Plus as an add-on.

The Redundancy solution cannot, for example, be used as an access line to the customer's IP telephony solution or alarm connection. Information about the current prices for Mobile Redundancy at any given time and about the

possibilities of combining a Mobile Redundancy or Mobile Redundancy Plus agreement with TDC's other products and discount agreements can be obtained by contacting TDC.

## 2. Services, functions and features

The table below lists the services, functions and features that are included in Redundancy Mobile and Redundancy Mobile Plus respectively (indicated with 'Incl.')

and the services, functions and features that the customer may select against additional payment (indicated with 'Option'). If a table field is blank, the module or function cannot be selected.

	<b>Redundancy Mobile</b>	<b>Redundancy Mobile Plus</b>
Mobile data speed, see Clause 5	2G, 3G and 4G	2G, 3G and 4G
Included data per month, see Clause 6	Incl. 10 GB	Incl. 100 GB
Additional data purchases, see Clause 6	Option 30 GB or Option 200 GB or Option 500 GB	Option 500 GB or Option 1000 GB
Internet access via the redundancy solution	Incl.	Incl.
Encrypted access to the customer's VPN MPLS network, if the customer has such a network, via the redundancy solution		Incl.
Maintenance of permanent IP address in case of breakdown of the primary connection and switch to the redundancy solution		Incl.
Automatic switching to the redundancy solution in case of breakdown of the primary connection	Incl.	Incl.
Monitoring of the redundancy solution.		Incl.
Equipment (router)	TDC Business router	Managed router
Getting Started installation, including a technician's visit	Option	Incl.

### **3. Equipment and SIM card**

On conclusion of the agreement, the customer will receive a router and a SIM card to be used for the customer's access to using TDC's mobile data services as an emergency connection (the redundancy solution), see Clause 1.

The SIM card is blocked for voice calls, text messaging and multimedia messaging. 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 supplied SIM card may only be used for the redundancy solution at the installation site for the customer's primary connection, see Clause 1, and only when the customer's primary connection is out of operation. If the customer uses the SIM card for purposes other than the redundancy solution, including if the customer uses the SIM card from addresses other than the installation site or makes the service available to others, TDC is entitled to disconnect the connection to TDC's mobile data services or restrict the customer's possibility of using the service, see, moreover, Clause 14 of TDC's General Terms and Conditions for Delivery and Operation of TDC's Services.

It is a precondition for the customer's use of the redundancy solution that there is indoor mobile coverage at the installation site at which the equipment is located, 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.

### **4. 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 Redundancy Mobile or Redundancy Mobile Plus includes an SLA for the supplied equipment (router), see Clause 3. 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.

### **5. Mobile data speed**

The agreement on Redundancy Mobile or Redundancy Mobile Plus is supplied with access to 2G, 3G and 4G, see Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services.

The speed also depends on the distance to a mast and on the number of simultaneous users of the mast. Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services also apply.

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

The agreement on Redundancy Mobile or Redundancy Mobile Plus comprises a certain volume of included data, which entitles the customer to use the volume of mobile data from the installation site that the data package comprises (included data) without payment of usage rates. The size of the agreed data package is stated in the table in Clause 2.

If the customer has entered into an agreement on Redundancy Mobile or Redundancy Mobile Plus, the customer has access to purchasing additional data packages in addition to the included data package. 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, the usage will not be charged, but the speed will be reduced to 256 kbps (download). If the customer subsequently continues to exceed the agreed data volume, TDC reserves the right to terminate, without notice, the customer's access to TDC's mobile data services or restrict the customer's access to the service.

The agreed data volume must only be used for the redundancy solution at the installation site, see Clause 3. If the customer has entered into an agreement on the purchase of additional data packages of 30 GB or more, and the customer has an abnormally high usage, 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.

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

The Customer must notify TDC immediately if the Mobile Redundancy 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 from the lost router.

The customer must be aware that Redundancy Mobile and Redundancy Mobile Plus respectively, and thus also the customer's MPLS solution, if the customer has such a solution, can be used on a mobile basis and outside the customer's location, including in connection with theft.

The customer is himself responsible for the implementation of adequate security measures such as through 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.