

## **Additional Terms and Conditions for Extended Service Level Agreement Business (extended fault repair service):**

**Fault Repair Weekdays 8.00-16.00**

**Fault Repair Weekdays 8.00-20.00**

**Fault Repair All Days 8.00-22.00**

**Fault Repair All Days 24/7 (24-hour service)**

July 2019

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

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### **1. Service Level Agreement (SLA)**

The following terms and conditions apply in addition to the General Terms and Conditions for Delivery and Operation of TDC's Services ('TDC's General Terms and Conditions') to agreements on extended fault repair of TDC's services (SLAs). In the event of a conflict between the terms and conditions, these separate terms and conditions for Extended Service Level Agreement Business (extended fault repair service) will prevail.

TDC repairs faults in its own systems and installations, see Clause 15.A of TDC's General Terms and Conditions. An SLA means that TDC provides extended fault repair service when remedying faults in TDC's systems and installations, subject to the exceptions and limitations stated in Clause 3. An SLA may be agreed in connection with the customer's subscription to TDC's services with a permanent installation, delivered via TDC's public copper-based telecommunications network, delivered via TDC's public cable TV network (coax) or delivered via TDC's public fibre-optic network and/or in connection with the customer's subscription to TDC's mobile services, see Clause

3.4 on Mobile Service. TDC's public network may be based on networks owned by TDC and on networks leased by TDC from a third party.

TDC offers the following SLA variants for extended fault repair:

- Fault Repair Weekdays 8.00-16.00
- Fault Repair Weekdays 8.00-20.00
- Fault Repair All Days 8.00-22.00
- Fault Repair All Days 24/7 (24-hour service)

Appendix 1 contains an overview of the content of and service elements in the four SLA variants.

It will appear from TDC's written order confirmation and/or from a separate agreement concluded between the customer and TDC whether the customer has concluded an SLA and, if so, what variant.

Certain types of subscriptions to TDC services automatically include an SLA. Information on which subscription types automatically include an SLA and in which variant is available from TDC upon request.

An SLA will apply from the time of conclusion of the agreement and onwards. Any faults which have occurred and have been reported to TDC prior to the conclusion of the SLA are not covered by extended fault repair service.

Information on the prices in force at any time for Extended Service Level Agreement Business (extended fault repair service) is available from TDC upon request.

## **2. Service elements and definitions**

Appendix 1 contains an overview of the content of and service elements in the four SLA variants. The definitions of the individual service elements are as follows:

### **2.1 Service Period, Service Hours and Service Days**

The **Service Period** is the period during which TDC according to the SLA as a minimum is obliged to perform fault repair and is defined by the combination of service hours and service days.

**Service Hours** are the time interval during the day and night where TDC according to the SLA as a minimum is obliged to perform fault repair.

**Service Days** are the days, see the overview in Appendix 1, on which TDC according to the SLA as a minimum is obliged to perform fault repair. For agreements on Fault Repair Weekdays 8.00-16.00 and Fault Repair Weekdays 8.00-20.00, Service Days do not include public holidays. For agreements on Fault Repair All Days 8.00-22.00 and Fault Repair All Days 24/7, Service Days

also include public holidays. The following days are public holidays: New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Danish Great Day of Prayer (fourth Friday after Easter Sunday), 1 May after 12.00, Danish Constitution Day (5 June), Ascension Day, Whit Sunday, Whit Monday, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.

## **2.2 Response time**

Response time is the maximum time that will pass within the customer's Service Period from the customer reporting a fault to TDC and until TDC initiates the fault repair.

For any faults reported outside the Service Period, the calculation of the response time begins at the start of the next Service Period.

For any fault repair requiring a technician's visit to the installation address and which is postponed at the customer's request as stated in Clause 2.7, the response time is calculated from the beginning of the technician's visit.

A distinction is made between response times for major faults and minor faults, see Clause 2.4.

## **2.3 Fault repair time**

Fault repair time is the maximum time that will pass within the customer's Service Period from the customer reporting a fault to TDC and until TDC has remedied the fault temporarily or completely.

For any faults reported outside the Service Period, the calculation of the fault repair time begins at the start of the next Service Period.

For any fault repair requiring a technician's visit to the installation address and which is postponed at the customer's request as stated in Clause 2.7, the fault repair time is calculated from the beginning of the technician's visit.

A distinction is made between the fault repair time for major faults and minor faults, see Clause 2.4.

Reference is made to Clause 3.1 for information about faults not covered by the fault repair times of the SLA.

## **2.4 Fault classification (major or minor)**

TDC decides whether a fault is classified as major or minor, see below. TDC may reclassify a fault from major to minor or from minor to major at any time if it turns out that the fault has been given the wrong classification in connection with the fault repair or otherwise.

### **2.4.1 Major faults**

A fault is categorised as 'major' if the customer's solution is disconnected or the quality of the solution is impaired such that the customer is prevented from using the most basic functions of the service, see, however, Clause 2.4.2 on cable faults requiring digging and infrastructure faults in networks leased by TDC from a third party, as well as Clause 3.1 on faults not covered by the fault repair times of the SLA.

With the above exceptions, 'major fault' includes the following, among other things:

- The connection has been disconnected
- It is not possible to make calls to or from the customer's connection (telephony services)
- It is not possible to retrieve/send any kind of data from the customer's connection (Internet and data services)
- Router faults where all users, applications or services are down.

### **2.4.2 Minor faults, cable faults and errors in the networks leased by TDC from a third party**

A fault is categorised as 'minor' if the customer experiences impaired quality of the service or limited availability of the service functions.

Furthermore, cable faults requiring digging, as well as infrastructure faults in networks leased by TDC from a third party, are also always categorised as minor, see, however, Clause 3.1 on faults not covered by the fault repair times of the SLA.

Minor faults include, among other things:

- Cable faults requiring digging, see, however, Clause 3.1
- Infrastructure faults in networks leased by TDC from a third party, see, however, Clause 3.1
- Noise on the line
- Periodical outages
- Reduced speeds
- It is possible to a limited extent to retrieve/send data from the customer's connection (Internet and data services)
- Packet loss
- Router faults where individual users, applications or services are down.

'Networks leased by TDC from a third party' are defined as a cable-based telecommunications infrastructure owned by a third party and which TDC leases for use in the delivery of telecommunications services with a permanent installation. Infrastructure faults in such networks owned by a third party include, for example, faults in the network termination point (NTP), faults in the cable termination point (CTP), faults in any and all infrastructure between the CTP and the exchange, including cable faults and faults in the distribution

cabinets, as well as faults in exchanges. If the customer's subscription to TDC's telecommunications services is supplied via networks owned by a third party, this will be shown on the order confirmation for extended fault repair.

### **2.5 Next Service Day (NA)**

Fault repair must be completed on the first Service Day after the customer has reported a fault to TDC.

### **2.6 Within two Service Days (2NA)**

Fault repair must be completed on the second Service Day after the customer has reported a fault to TDC.

### **2.7 Time intervals for technician's visits (customer visits)**

For fault repair requiring a technician's visit to the installation address, the visit may be arranged within the customer's Service Period and within the time intervals set out for the SLA, see Appendix 1. TDC is obliged to offer the customer time intervals for technician's visits within the customer's Service Period.

If the fault repair requiring a technician's visit to the installation address is postponed at the customer's request to a time interval which is after the expiry of the response times, see Clause 2.2, and the fault repair times, see Clause 2.3, applying to the customer's SLA, the calculation of the response time and fault repair time, respectively, begins at the beginning of the technician's visit.

See Clause 4 for information on futile technician's visits and the customer's contribution to fault location.

### **2.8 Fault report time**

The time of day when the customer reports a fault to TDC. TDC offers the possibility of reporting faults 24 hours a day, 365 days a year.

## **3. Delimitations**

### **3.1. Faults with a delaying effect**

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

- A. Special physical conditions which hamper TDC's fault repair or render such fault repair impossible, 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 repair 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 faults 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.

Such circumstances beyond TDC's control have a delaying effect on the fault repair times of the SLA.

### **3.2. Fault repair of serious faults affecting many customers**

Serious faults in TDC's systems and installations affecting many customers will always be repaired as quickly as possible by TDC and with fault repair being continued until the fault has been remedied.

### **3.3. Fault repair on islands without bridge links**

TDC does not offer extended fault repair service and no SLAs can be concluded for services delivered to installation addresses on islands in Denmark without a bridge link to Jutland, Funen, Zealand or Bornholm.

If such an SLA has been concluded separately by mistake, the agreement is invalid and the customer is entitled to a refund of the subscription charge for the SLA for the entire agreement term.

However, for SLAs automatically included in a subscription, see Clause 1, the customer is not entitled to a reduction in the subscription charge, regardless of the fact that extended fault repair is not offered to addresses on islands without a bridge link.

### **3.4. Special conditions for SLAs for mobile services ('Mobile Service')**

An SLA for a subscription to TDC's mobile services ('Mobile Service') means that TDC will provide the following extended fault repair by remedying faults in systems and installations in TDC's mobile network:

- TDC will perform extended fault repair by remedying faults in the mobile masts, MTSOs and other parts of TDC's mobile network utilised for the customer's use of mobile subscriptions covered by the agreement on Mobile Service (see, however, Clause 3.2).
- TDC does not offer extended fault repair service and no SLAs will be concluded for subscriptions to TDC's mobile services delivered to customers

or registered users with addresses on islands in Denmark without a bridge link to Jutland, Funen, Zealand or Bornholm. Clause 3.3 also applies.

- Mobile Service does not include fault repair of equipment at the customer's address, fault repair of SIM cards and mobile terminals, YouSee Music, TV/radio, roaming or access to web accounts and other Internet facilities.

For Mobile Service, faults can only be reported to TDC by the customer's IT or telephony officer. The customer's users, including registered users, cannot personally report faults to TDC.

### **3.5. Special conditions for SLAs for TDC Scale**

For agreements on extended fault repair service for TDC Scale, the service does not cover customer-installed equipment such as devices, switches, ATA boxes, headsets etc. The agreement also does not cover service on Self-service Business or Scale Web.

For TDC Scale mobile subscriptions, Clause 3.4 on Mobile Service similarly applies.

For TDC Scale SLAs, faults can only be reported to TDC by the customer's IT or telephony officer. The customer's users, including registered users, cannot personally report faults to TDC.

## **4. TDC's access to the installation address**

With a view to locating and repairing faults, the customer must ensure that TDC is given access to systems and installations at the installation address as soon as possible, see Clause 15 of TDC's General Terms and Conditions. If TDC is not granted unobstructed access at the agreed time, TDC is entitled to invoice the customer for the time and transport spent in vain. The customer must, to the extent necessary, contribute to fault location and fault repair in the systems and installations at the installation address.

If the customer reports a fault and it turns out that there are no faults in TDC's public telecommunications network or the service or that the fault exists in the customer's equipment or internal networks, the customer is obliged to cover TDC's fault location expenses, see Clause 15 of TDC's General Terms and Conditions. Internal networks are telecommunications networks for the customer's own use at the installation address, including installations after the network termination point (NTP), see Clause 5.B of TDC's General Terms and Conditions, as well as installations with more than one telecommunications socket at the installation address.

**5. 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.

**6. Commencement**

These terms and conditions enter into force on July 27 2019.

### Appendix 1 – Service elements in SLAs

Reference is made to Clause 2 of the Additional Terms and Conditions for Extended Service Level Agreement Business (extended fault repair service) for further details and definitions of the individual service elements.

<b>Service elements</b>	<b>Fault Repair Weekdays 8.00-16.00</b>	<b>Fault Repair Weekdays 8.00-20.00</b>	<b>Fault Repair All Days 8.00-22.00</b>	<b>Fault Repair All Days 00.00-24.00</b>
Service Period: Service Days	Monday to Friday excl. public holidays	Monday to Friday excl. public holidays	Monday to Sunday incl. public holidays	Monday to Sunday incl. public holidays
Service Period: Service Hours	8.00-16.00	8.00-20.00	8.00-22.00	24/7
Response time Major fault	3 Service Hours	1 Service Hour	1 Service Hour	½ Service Hour
Response time Minor fault	8 Service Hours	4 Service Hours	4 Service Hours	2 Service Hours
Fault reporting time	00.00-24.00	00.00-24.00	00.00-24.00	00.00-24.00
Customer visits* (Booking intervals for technician's visits)	4 and 8-hour intervals	4 and 8-hour intervals	2, 4 and 8-hour intervals	2, 4 and 8-hour intervals
Fault repair time, Major fault	Next Service Day	10 Service Hours	8 Service Hours	4 Service Hours
Fault repair time, minor fault, cable fault and infrastructure fault in networks leased by TDC from a third party**	Within two Service Days	Next Service Day	Next Service Day	Next Service Day

\*Customer visits are only relevant for customers with a subscription for services with a permanent installation

\*\* 'Networks leased by TDC from a third party' are defined as cable-based telecommunications infrastructures owned by a third party and leased by TDC for use in the delivery of telecommunications services with a permanent installation. 'Infrastructure faults' in such networks owned by a third party include, for example, faults in the network termination point (NTP), faults in the cable termination point (CTP), faults in any and all infrastructure between the CTP and the exchange, including cable faults and faults in the distribution cabinets, as well as faults in exchanges. If the customer's subscription to TDC's telecommunications services is supplied via networks owned by a third party, this will be shown on the order confirmation for extended fault repair.