

## **Additional Terms and Conditions for TDC Erhverv One+**

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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).*

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### **1. Supplementary Agreement**

The following terms and conditions apply to the subscription form TDC Erhverv One+ in addition to the Subscription Terms for TDC's Telephony Services and 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 One+ will prevail.

TDC Erhverv One+ is an integrated communication solution which includes mobile telephony, IP telephony, collaboration tools and switchboard functionality. An agreement on TDC Erhverv One+ entails that the customer can freely put together his telephony solution depending on the customer's needs. The solution is operated by TDC Erhverv and is updated continuously with new functionalities. Finally, the customer has full management access to the solution on TDC's digital self-service portal.

An agreement on TDC Erhverv One+ comprises the following:

- External telephony and use of TDC's mobile services: The customer can either choose a business pool solution or an individual solution with individual user profiles. It is not possible to combine the solutions. Within his solution, the customer can choose between different user profiles (subscriptions) which provide access to various functions and content, see Clause 1.A. The pool subscriptions contribute a certain volume of voice and data to a joint business pool, which can be freely distributed and used by the customer's users, see Clause 1.A.
- Internal telephony: The customer's internal telephony between connections included in the customer's TDC Erhverv One+ solution is handled by the customer's private internal telecommunications network for own use (the 'internal network'), which may be a virtual network and/or be based on the customer's local IT network (the 'LAN'). However, internal mobile telephony is handled in TDC's public mobile network. The present terms and conditions do not comprise delivery of the customer's internal network and the customer's LAN. The customer's internal telephony, including internal mobile telephony in Denmark, is not charged.
- Switchboard solutions and IP telephony (PBX functions): The customer's connections to TDC's IP telephony service (including any of the customer's IP phones connected to the customer's internal network) and/or the customer's connections to TDC's mobile services are combined in one single solution (TDC Erhverv One+) with the switchboard and extension number functions chosen by the customer (PBX functions, see solution overview for TDC Erhverv One+). The details of the scope and functions in TDC Erhverv One+ are agreed between the customer and TDC upon the customer's placement of the order and are specified in TDC's order confirmations to the customer and Clause 9 of these Additional Terms and Conditions. Depending on the number of functions ordered, the customer may in some cases obtain a volume discount, see Clause 10.

- Call forwarding: Forwarding of calls to both internal and external numbers. Internal numbers are numbers associated with the solution which are therefore forwarded, but which are not charged. External numbers are numbers which are not associated with the solution. The call forwarding is therefore charged as a normal call out of the solution. If the customer has chosen a pool solution, a countdown takes place in the pool.

Agreements on TDC Erhverv One+ can only be concluded by business customers. The subscription must not be used to handle traffic for parties other than the customer or the customer's business or a registered user, if any.

Agreements on TDC Erhverv One+ must include all the customer's connections to TDC's telephony services, including additional connections established by the customer after the conclusion of the agreement. An agreement on TDC Erhverv One+ therefore requires that all the customer's connections to TDC's telephony services are included in the customer's TDC Erhverv One+ solution. Upon conclusion of the agreement on TDC Erhverv One+, all the customer's subscriptions to TDC's telephony services will be converted to TDC Erhverv One+, based on information submitted by the customer to TDC.

### **1.A. User profiles, joint business pool and options**

The customer may choose between the following user profiles, which, among other things, provide access to the functions and content appearing from the table below. Further details on the content of the individual user types appear from the fact sheet on TDC Erhverv One+:

The list below is divided into individual user profiles and user profiles where parts of the product content may be part of a joint business pool.

#### **Solution with individual user profiles:**

- Mobil Basis 3GB (mobile basic 3 GB)
- Mobil Standard 10GB (mobile standard 10 GB)
- Mobil Professionel 30GB (individuel) (mobile professional 30 GB (individual))
- Mobil Premium 100GB (mobile premium 100 GB)
- Mobil Tale (individuel) (mobile voice (individual))
- Kontorbruger One+ (individuel) (office user One+ (individual))
- Mobil Minut (mobile minute).

The table below lists the voice and data volumes which are included in the individual user types (indicated with 'Incl.') and the individual value-adding services (indicated with 'Option') which the customer may choose against additional payment.

	<b>Subscriptions with individual user profiles</b>						
	<b>Mobil Basis 3GB</b> (mobile basic 3 GB)	<b>Mobil Standard 10GB</b> (mobile standard 10 GB)	<b>Mobil Professionel 30GB (indivuel)</b> (mobile professional 30 GB (individual))	<b>Mobil Premium 100GB</b> (mobile premium 100 GB)	<b>Mobil Tale (indivuel)</b> (mobile voice (individual))	<b>Kontor-bru-ger (indivuel)</b> (office user (individual))	<b>Mobil Minut</b> (mobile minute).
<b>Mobile data speed</b> , see Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services.	4G	4G	4G	4G	4G		4G
<b>WiFi calls</b> , see Clause 5.H of the Subscription Terms for TDC's Mobile Services.	Incl.	Incl.	Incl.	Incl.	Incl.		Incl.
<b>User licence for mobile number</b> .	Incl.	Incl.	Incl.	Incl.	Incl.		Incl.
<b>Number reservation</b> , see Clause 8.	Incl.	Incl.	Incl.	Incl.	Incl.		Incl.
<b>Unlimited voice in DK</b> , see Clause 11.					Incl.		
<b>Unlimited text and multimedia messaging in DK</b> , see Clause 12.					Incl.		
<b>Unlimited voice – in DK and the EU</b> , see Clause 13.	Incl.	Incl.	Incl.	Incl.			
<b>Unlimited text and multimedia messaging – in DK and the EU</b> , see Clause 14.	Incl.	Incl.	Incl.	Incl.			
<b>Data packages in DK and the EU</b> , see Clause 15.	Incl. 3 GB per month	Incl. 10 GB per month	Incl. 30 GB per month	Incl. 100 GB per month			
<b>Data sharing</b> , see Clause 16. – Extra SIM cards for data sharing.			Incl. 3 SIM cards	Incl. 3 SIM cards			
<b>1 hour's voice from DK to the EU</b> , see Clause 17.			Incl.				

<b>10 hours' voice from DK to the EU</b> , see Clause 17.	Option	Option	Option	Incl.			
<b>Roaming+ 10 GB</b> , see Clause 18.	Option	Option	Incl.				
<b>Roaming+ 20 GB</b> , see Clause 18.				Incl.			
<b>TDC Secure Call Recording 48 hours</b> , see separate additional terms and conditions for this service.		Incl.	Incl.	Incl.			
<b>SmartSamarbejde</b> (smart collaboration) <ul style="list-style-type: none"> <li>• Online meeting</li> <li>• Sharing</li> <li>• One-to-one video</li> </ul>	Option	Option	Incl.	Incl.	Option	Incl.	
<b>IP Mobil Kombi</b> (IP mobile combo), see Clause 20.	Option	Option	Option	Option			

#### **Solution with pool – user profiles:**

- Mobil Professional 30GB (pulje) (mobile professional 30 GB (pool))
- Mobil Tale (pulje) (mobile voice (pool))
- Kontorbruger One+ (pulje) (office user One+ (pool))

The individual pool users in the customer's TDC Erhverv One+ solution contribute a certain volume of voice and data to a joint business pool, which can then be freely distributed and used by the customer's users without payment of usage rates.

The table below lists the voice and data volumes which are included in the individual user types (indicated with 'Incl.')

The table below lists the voice and data volumes which are included in the individual user types (indicated with 'Incl.')

and the individual value-adding services (indicated with 'Option')

which the customer may choose against additional payment.

<b>Subscriptions for pool user profiles</b>			
	<b>Mobil Professionel (pulje)</b> (mobile professional pool)	<b>Mobil Tale (pool)</b>	<b>Kontorbruger</b> (office user)
<b>Mobile data speed</b> , see Clauses 1 and 2 of the Subscription Terms for TDC's Mobile Services.	4G	4G	
<b>WiFi calls</b> , see Clause 5.H of the Subscription Terms for TDC's Mobile Services.	Incl.	Incl.	
<b>User licence for mobile number.</b>	Incl.	Incl.	
<b>User licence for DDI/landline number</b>			Incl.
<b>Number reservation</b> , see Clause 8.	Incl.	Incl.	
<b>Unlimited voice in DK</b> , see Clause 11.		Incl.	
<b>Unlimited text and multimedia messaging in DK</b> , see Clause 12.		Incl.	
<b>Unlimited voice – in DK and the EU</b> , see Clause 13.	Incl.		
<b>Unlimited text and multimedia messaging – in DK and the EU</b> , see Clause 14.	Incl.		
<b>Data packages in DK and the EU</b> , see Clause 15.	30 GB		
<b>Data sharing</b> , see Clause 16. – Extra SIM cards for data sharing.	Incl. 3 SIM cards		
<b>YouSee Musik</b> (YouSee music), see Clause 5.G of the Subscription Terms for TDC's Mobile Services.	Incl.		
<b>Personal Assistant</b> , see separate additional terms and conditions therefor.	Incl.	Incl.	
<b>SmartKommunikation</b> (smart communication) <ul style="list-style-type: none"> <li>• Communicator w. chat</li> <li>• Mobile OneNumber</li> <li>• Personal conference</li> <li>• Private/job zone.</li> </ul>	Incl.		
<b>TDC Secure Call Recording 48 hours</b> , see separate additional terms and conditions for this service.	Incl.		
<b>SmartSamarbejde</b> (smart collaboration) <ul style="list-style-type: none"> <li>• Online meeting</li> <li>• Sharing</li> <li>• One-to-one video</li> </ul>	Incl.	Option	Incl.
<b>1 hour's voice from DK to the EU</b> , see Clause 17.	Incl.		

<b>Roaming+ 10 GB</b> , see Clause 18.	Incl.		
<b>IP Mobil Kombi</b> (IP mobile combo), see Clause 20.	Option		
<b>Purchase of additional voice pools for calls abroad from DK</b> , see Clause 19.2.	Option		
<b>Purchase of additional data pools in DK and the EU</b> , see Clause 19.4.	Option		

The order confirmation from TDC states which user types and how many users the agreement covers as well as which modules, if any, the customer has chosen. The terms and conditions for the individual modules appear from the clauses of these Additional Terms and Conditions or from separate additional terms and conditions for the value-adding service.

TDC may, at any given time and without notice, decide to discontinue offering the above modules in both tables for sale so that it is no longer possible to choose and enter into an agreement on the module in question.

Information about the current prices and discounts for TDC Erhverv One+ at any time – and about the possibilities of combining an agreement on TDC Erhverv One+ with TDC’s other products and discount agreements – can be obtained by contacting TDC.

### **1.B. Special information on Mobil Tale (mobile voice) (applications)**

If the agreement covers the user type Mobil Tale, certain limitations apply to the customer’s access to using TDC’s mobile services:

The Mobil Tale subscription is blocked for the following applications:

- The subscription is blocked for using mobile data services in Denmark, see Clause 6 of the Subscription Terms for TDC’s Mobile Services.
- The subscription is blocked for usage abroad (roaming), see Clause 3 of the Subscription Terms for TDC’s Mobile Services. The blocking also comprises voice, data and text/multimedia messaging.
- The subscription does not give access to YouSee Musik, see Clause 5.G of the Subscription Terms for TDC’s Mobile Services.

The blocking above applying to Mobil Tale cannot be cancelled.

## **2. Preconditions and definitions**

### **2.A. Definitions – the EU/Nordic countries**

In connection with agreements on TDC Erhverv One+, the 'EU/Nordic' zone comprises the following foreign countries – for calls both to and from countries in this zone:

- EU member countries, excluding, however, Denmark
- Nordic countries which are not EU member countries, i.e. Norway and Iceland
- Switzerland and Liechtenstein.

### **2.B. Preconditions**

If the customer has included connections to TDC's IP telephony service (including IP phones connected to the customer's internal network) in the TDC Erhverv One+ solution, it is a condition for the agreement on TDC Erhverv One+ that the customer is connected to TDC's IP network in one of the following ways:

1. by the customer subscribing to Internet access via xDSL from TDC up to the installation site (xDSL agreement), see Clause 1 of the Subscription Terms for TDC's IP Telephony Service; the xDSL agreement must consist of one of TDC's business subscription types (TDC Bredbånd Professionel (TDC broadband professional) or TDC Business Bredbånd (TDC business broadband)), and the access line which is a condition for the required xDSL agreement must either consist of a PSTN connection, an ISDN2 connection or a bearer line; or
2. by the customer having access to a connection to TDC's IP network via TDC Fiber (TDC fibre).

The connection to TDC's IP network is referred to as the IP access line. TDC's network termination equipment (NT equipment) installed at the customer's premises varies depending on the IP access line chosen.

It is a condition for the agreement on TDC Erhverv One+ that at least one Quality of Service (QoS)-enabled additional channel is purchased for the required IP access line. The number of QoS-enabled additional channels purchased will determine the maximum number of simultaneous calls (internal as well as external) which can be handled via TDC Erhverv One+.

It is a condition for the agreement on TDC Erhverv One+ that one and just one permanent IP address is purchased for the required IP access line.

If the customer's internal network comprises a number of separate physical addresses, it is a condition for the agreement on TDC Erhverv One+ that the connections between the individual addresses are established with QoS. This applies also in cases where home workstations are connected to the customer's internal network.

### **3. Quality level – internal telephony**

The customer is responsible for ensuring that the LAN cabling used for the customer's internal private network complies with the technical requirements which are essential to the delivery of TDC Erhverv One+. Details on these technical requirements are available from TDC upon request.

The quality of the internal telephony in the customer's private internal network depends on the equipment used, including routers, switches and IP telephony sets. Such equipment is not covered by the present terms and conditions. Detailed information on the technical requirements for such equipment is available from TDC upon request.

### **4. Emergency calls to Emergency Services 112**

If the customer has included connections to TDC's IP telephony service (including IP phones connected to the customer's internal network) in the TDC Erhverv One+ solution, the following applies to the locating of emergency calls:

Emergency calls made by the customer to Emergency Services 112 will be located (via service 118 (directory enquiry services)) to the installation site of the required access line, which will typically be the customer's primary office address. This applies also when an emergency call is made from any of the customer's other sites connected to the customer's internal network, including when an emergency call is made from a home workstation connected to the customer's internal network.

The customer is responsible for providing suitable solutions for the purpose of locating emergency calls made from any of the customer's sites which are physically separated from the customer's primary address, see above.

If the customer has not provided any solutions for the purpose of locating emergency calls made from any of the sites connected to the customer's internal network which are physically separated from the customer's primary address, see above, the customer should clearly inform his employees that, if an emergency call is made to Emergency Services 112, the emergency centre will

NOT automatically be informed of the physical address from which the emergency call was made. The customer should further inform his employees that IP phones will be inoperable during power failures. If relevant, the customer may encourage his employees to use mobile phones for making emergency calls to Emergency Services 112.

### **5. Digital self-service**

The customer can get access to digital self-service by concluding a separate agreement to this effect, see the Terms and Conditions for Self-service Business.

Digital self-service will, for example, enable the customer to implement changes in the customer's chosen switchboard functions (PBX functions) in TDC Erhverv One+ free of charge. TDC is not liable for any loss or damage occurring as a result of changes in the customer's chosen switchboard functions implemented by the customer via digital self-service.

If the customer orders value-adding services via digital self-service, TDC will forward a confirmation of the order.

### **6. Per-minute charging**

The customer's call usage is calculated and charged per commenced minute (per-minute charging). Calls to 118 (directory enquiry services) and to telephone numbers starting with 90 are calculated and charged per commenced second.

The customer's call usage abroad from connections to TDC's mobile services (roaming) is, however, calculated and charged per commenced minute as described in Clause 3 of the Subscription Terms for TDC's Mobile Services.

### **7. Payment and value-adding services**

Charges concerning TDC Erhverv One+ are levied on one overall invoice for the customer's connections to TDC's IP telephony service and the customer's connections to TDC's mobile service which are included in the customer's TDC Erhverv One+ solution.

Payment is charged monthly in advance.

Subscription charges for TDC Erhverv One+ are levied on a per-user basis.

Payment for the purchase of additional voice pools and data pools is charged per pool, which can subsequently be shared by the customer's users.

Payment for individual modules is charged per user with access to the module.

### **8. Number reservation**

A number reservation agreement allows the customer to reserve a mobile number for a specified period of time against payment of a monthly subscription charge. A number reservation means that the customer's subscription is changed from an active subscription form to an inactive subscription form, so that the customer keeps the telephone number during the inactive period. At the start of the inactive period, the customer's SIM card is blocked for all forms of usage. Upon reactivation, the customer must be issued with a new SIM card.

Number reservation agreements are concluded for one year at a time and are generally applicable for one year from the starting time of the inactive period. The customer may interrupt the inactive period at any time and link the number to a user profile. If the customer does not do anything, the inactive period is extended by one more year. Subsequently, TDC Erhverv has the right to terminate the number reservation agreement at three months' notice, see Clause 17 of TDC's General Terms and Conditions.

### **9. One+ Omstillingspakker (One+ switchboard packages)**

TDC Erhverv One+ Omstillingspakker are offered in the following sizes:

- Omstilling Standard (switchboard standard)
- Omstilling Professionel (switchboard professional)
- Omstilling Premium (switchboard premium).

The details of the scope and content of the customer's switchboard solution are agreed between the customer and TDC upon the customer's placement of the order and are specified in TDC's order confirmations to the customer.

Agreements on TDC Erhverv One+ Omstillingspakker can only be concluded by business customers.

Information about the current prices and discounts for TDC Erhverv One+ Omstillingspakker at any time – and about the possibilities of combining an agreement on TDC Erhverv One+ Omstillingspakker with TDC's other products and discount agreements – can be obtained by contacting TDC.

Charges concerning TDC Erhverv One+ Omstillingspakker are made on one overall invoice for PBX functions and for the customer's connections to TDC's mobile service which are included in the customer's solution.

## **10. Discount agreement**

By concluding a separate agreement to this effect (TDC Erhverv Rabataftale (TDC Business discount agreement)), the customer is eligible for a volume discount on subscriptions as well as on a number of other subscription charges for the functions (including the PBX functions) in TDC Erhverv One+. The volume discount agreement may also include subscription charges for the optional modules.

Eligibility for such volume discount requires the customer to conclude a discount agreement for a term of one, two or three years. The level of discount will depend on the agreed discount agreement term and on the customer's total annual usage of subscription charges for the optional modules and the functions in TDC Erhverv One+.

Details on discount rates and discount brackets as well as on which optional modules are eligible for discount are available from TDC upon request.

Any changes in the discount rates which will be of overall benefit to the customer may be implemented immediately without prior notice. Any other changes are subject to at least one month's prior notice.

### **10.1. Calculation of volume discount**

Upon conclusion of the discount agreement, TDC will calculate the customer's expected usage of subscription charges for optional modules and switchboard solutions (PBX functions) in TDC Erhverv One+ (converted into annualised usage). Based on this calculation, the customer is graded for assignment of the relevant discount bracket.

Discounts are settled in advance via the regular invoice.

The customer is entitled to receive discounts based on the customer's actual usage at any time of subscription charges for optional modules and PBX functions in TDC Erhverv One+ (converted into annualised usage) and in accordance with the discount table shown in the price list for TDC Erhverv One+.

Every third month during the term of the discount agreement, TDC calculates the customer's actual usage. If the actual usage falls below the expected usage, TDC is entitled to demand repayment of any excess discounts granted. If the actual usage exceeds the expected usage, the customer is entitled to payment of any additional discounts due.

If the customer is in arrears, TDC is entitled to set off its claim against any discounts payable to the customer. Even if the customer is in arrears, the customer will continue to earn discounts based on his eligible usage.

#### **10.2. Term and termination of the discount agreement**

If the discount agreement is terminated prior to expiry, discount will be calculated until the time of termination of the discount agreement.

##### **The following additional terms apply to discount agreements with a term of one year:**

The discount agreement has a term of one year. In the event of the customer terminating the discount agreement prior to expiry, the customer is obliged to pay an amount of DKK 500 exclusive of VAT.

##### **The following additional terms apply to discount agreements with a term of two years:**

The discount agreement has a term of two years. In the event of the customer terminating the discount agreement prior to expiry, the customer is obliged to pay a standard amount of DKK 1,000 exclusive of VAT plus 3% of the usage to date; however, not exceeding 3% of the last 12 months' usage.

##### **The following additional terms apply to discount agreements with a term of three years:**

The discount agreement has a term of three years. In the event of the customer terminating the discount agreement prior to expiry, the customer is obliged to pay a standard amount of DKK 1,000 exclusive of VAT regardless of the time of such termination.

If the discount agreement is terminated within the first two years of its term, in addition to the standard amount charged, the customer is obliged to pay 6% of the usage; however, not exceeding 6% of the last 12 months' usage.

If the discount agreement is terminated after two years' time but before the expiry of the three-year term, in addition to the standard amount charged, the customer is obliged to pay 3% of the usage to date; however, not exceeding 3% of the last 12 months' usage.

#### **11. Unlimited voice in Denmark**

If the agreement includes the 'Fri tale i DK' (unlimited voice in Denmark) module, the customer has access – without payment of usage rates (per-minute rate and call attempt charge) – to make calls in Denmark to ordinary Danish landline and mobile numbers.

'Fri tale i DK' cannot be used abroad.

The following calls are not included in the agreement on unlimited voice and will be charged according to the rates in force from time to time:

- Calls from Denmark to international numbers, including EU numbers.
- Usage via maritime telecom operators (on ships).
- Calls to numbers starting with 1 or 90 (service numbers and special numbers).

An agreement on the 'Fri tale i DK' module must not be made available to or be used for distribution of traffic for parties other than the customer or its business or any user, see Clause 2 of TDC's General Terms and Conditions.

If the customer's usage is abnormal, including if the customer's voice call usage is regarded as significantly exceeding corresponding customers' average usage or shows a very considerable or sudden increase compared with the customer's previous usage, and this is not brought to an end immediately upon TDC's request, TDC is entitled to restrict the customer's possibility of using the service or disconnect the customer's connection to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions.

## **12. Unlimited text and multimedia messaging in Denmark**

For customers with Mobil Tale (individual) and Mobil Tale (pool) subscriptions, the customer has access to unlimited usage of text and multimedia messaging in Denmark without payment of usage rates.

'Fri sms/mms i Danmark' (unlimited text and multimedia messaging in Denmark) cannot be used abroad.

The following usage is not covered by the agreement on unlimited text and multimedia messaging and is charged separately:

- Text and multimedia messages from Denmark to international numbers, including EU numbers.
- Usage via maritime telecom operators (on ships).
- Content-charged text and multimedia messages.

The text and multimedia messages must not be transmitted automatically, must not be sent as a series of identical messages to the same recipient(s) or used commercially, including for marketing purposes.

## **13. Unlimited voice in Denmark and the EU**

If the agreement includes the 'Fri tale – i DK og EU' (unlimited voice in Denmark and the EU) module, the customer has access – without payment of usage rates (per-minute rate and call attempt charge) – to make calls in Denmark to ordinary Danish landline and mobile numbers.

'Fri tale – i DK og EU' can also be used abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU') to make calls within the EU.

The following calls are not included in the agreement on unlimited voice and will be charged according to the rates in force from time to time:

- Calls from Denmark to international numbers, including EU numbers.
- International calls from the EU to international numbers outside the EU.
- International calls outside the EU (roaming outside the EU).
- Usage via maritime telecom operators (on ships).
- Calls to numbers starting with 1 or 90 (service numbers and special numbers).

An agreement on the 'Fri tale – i DK og EU' module must not be made available to or be used for distribution of traffic for parties other than the customer or its business or any user, see Clause 2 of TDC's General Terms and Conditions.

If the customer's usage is abnormal, including if the customer's voice call usage is regarded as significantly exceeding corresponding customers' average usage or shows a very considerable or sudden increase compared with the customer's previous usage, and this is not brought to an end immediately upon TDC's request, TDC is entitled to restrict the customer's possibility of using the service or disconnect the customer's connection to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions.

#### **14. Unlimited text and multimedia messaging in Denmark and the EU**

If the agreement includes unlimited text and multimedia messaging, the customer has access to unlimited usage of text and multimedia messages in Denmark without payment of usage rates.

Unlimited text and multimedia messaging can also be used abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU') to send text and multimedia messages within the EU.

The following usage is not covered by the agreement on unlimited text and multimedia messaging and is charged separately:

- Text and multimedia messages from Denmark to international numbers, including EU numbers.
- Text and multimedia messages abroad from the EU to international numbers outside the EU.
- Text and multimedia messages abroad outside the EU (roaming outside the EU), see Clause 3 of the Subscription Terms for TDC's Mobile Services.
- Usage via maritime telecom operators (on ships).
- Content-charged text and multimedia messages.

The text and multimedia messages must not be transmitted automatically, must not be sent as a series of identical messages to the same recipient(s) or used commercially, including for marketing purposes.

### **15. Data packages in Denmark and the EU**

For customers with individual user profiles, the following applies:

If the agreement includes the 'Datapakker' (data packages) module, the customer may use a specific monthly mobile data volume in Denmark without payment of usage rates (data package included). If the customer's subscription type automatically includes a data package, the size of the data package included is shown in the table in Clause 1.A.

When the data package included per month has been used, a new package of the same size as the data package included will automatically be commenced, after which the customer's usage can continue up to a total of four extra data packages per month (step rate with usage limit). Usage exceeding the data package included is charged in accordance with the price stated in TDC's price list in force from time to time per commenced new data package.

Alternatively, the customer may, by contacting TDC, choose that extra data packages are to be blocked if the data package included per month is exceeded.

The data packages can also be used abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU'). However, TDC is entitled to charge a special usage rate (EU surcharge) for the portion of the customer's EU mobile data usage that exceeds the limit for reasonable data usage in the EU shown in the price list (fair use limit). Clauses 3.B and 3.C of the Subscription Terms for TDC's Mobile Services also apply.

When calculating the customer's usage of data packages, the mobile data usage is calculated per commenced 100 kB per data connection. However, when levying EU surcharge, the mobile data usage in the EU is calculated and

charged per kilobyte (kB), see the Subscription Terms for TDC's Mobile Services, Clause 6.

Unused megabyte (MB) are not transferred to the next month.

If the customer has chosen to block extra data packages and the agreed data volume per month is exceeded, or if the usage limit is exceeded, the usage in Denmark will not be charged, but the speed of the customer's connection will be reduced to 64 kbps in connection with usage in Denmark. If the customer subsequently continues to exceed the agreed data volume or usage limit, TDC reserves the right to disconnect the customer's access to TDC's mobile data services or restrict the customer's access to using the services without notice.

In so far as possible, TDC will send a text message to the customer when the agreed data usage limit has been reached, or if the customer's access to using the service is disconnected or restricted. TDC will also send a text message to the customer when the extra data package no. 4 is commenced. TDC cannot be held liable for any delayed forwarding or non-forwarding of these messages.

The following usage is not covered by the agreement on data packages and is charged separately:

- Usage abroad outside the EU (roaming outside the EU), see Clause 3 of the Subscription Terms for TDC's Mobile Services.
- Usage via maritime telecom operators (on ships).

If the customer's usage is abnormal, including if the customer's mobile data usage is regarded as significantly exceeding corresponding customers' average usage or shows a very considerable or sudden increase compared with the customer's previous usage, and this is not brought to an end immediately upon TDC's request, TDC is entitled to restrict the customer's possibility of using the service or disconnect the customer's connection to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions.

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

Clause 19 applies for customers with pool user profiles.

## **16. Data sharing**

If the agreement includes the 'Datadeling' (data sharing) module, the customer has access to using the agreed data volume from the customer's data package, see Clause 10, on an additional SIM card with the customer's own mobile phone number. If the customer's subscription type includes data sharing, the

number of additional SIM cards for data sharing to which the customer is entitled appears from the table in Clause 1.A. The additional SIM cards are provided to the customer in connection with the customer's mobile subscription agreement, see Clause 1.

The customer may use up to the agreed data volume, distributed on the customer's SIM card for the mobile subscription and the additional SIM card(s). Additional SIM cards for data sharing may only be used for data usage, text messages and multimedia messages. Any other traffic, including voice calls, is blocked.

If the customer's mobile subscription is blocked for usage abroad (roaming), the additional SIM card is also blocked. The customer may have the blocking cancelled by contacting TDC. Usage abroad outside the EU (roaming) is charged separately, see Clauses 3 and 6 of the Subscription Terms for TDC's Mobile Services.

Data sharing may only be used for the customer's own usage.

#### **17. Voice calls from Denmark to the EU**

If the agreement includes the '1 times tale fra DK til EU' (1 hour's voice from DK to the EU) module or the '10 timers tale fra DK til EU' (10 hours' voice from DK to the EU) module, the customer has access – without payment of usage rates (per-minute rate and call attempt charge) – to making calls in Denmark to ordinary landline and mobile numbers in the EU as well as Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU') for the total number of hours included in the voice package.

An agreement on the '1 times tale fra DK til EU' and '10 timers tale fra DK til EU' modules must not be made available to or be used to handle traffic for parties other than the customer or the customer's business or any user, see Clause 2 of TDC's General Terms and Conditions.

If the customer's usage is abnormal, including if the customer's voice call usage is regarded as significantly exceeding corresponding customers' average usage or shows a very considerable or sudden increase compared with the customer's previous usage, and this is not brought to an end immediately upon TDC's request, TDC is entitled to restrict the customer's possibility of using the service or disconnect the customer's connection to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions.

For customers with the 'Mobil Professionel (pulje)' (mobile professional (pool)) subscription form, each user contributes the included number of hours to a

combined joint pool. The combined call minute pool can be shared by all the customer's TDC Erhverv One+ pool users. The usage is calculated on a monthly basis.

## **18. Roaming+**

If the agreement includes the 'Roaming+' module, the customer has access – without payment of usage rates – to use the volume of mobile data in the countries below which the data package covers (included data).

'Roaming+' is offered in the following variants and entails that the customer's mobile data usage abroad (data roaming) in Australia, Canada, Faroe Islands, Greenland, Hong Kong, Japan, China, Malaysia, New Zealand, Singapore, Thailand, Turkey, USA, India, Russia, Albania, Kosovo, Serbia, Ukraine, Taiwan, Vietnam (countries covered) is calculated and charged per commenced data package of the following size:

- Roaming+ 10 GB: 10 GB valid for 30 days
- Roaming+ 20 GB: 20 GB valid for 30 days.

A data package is valid for one month (30 times 24 hours) from the data package is used for the first time, and any unused data is not carried over. The customer has access to purchasing additional data packages of 10 GB.

TDC will send a text message when the customer has used 80% of a data package, and when the data package has been used up. TDC cannot be held liable for any delayed forwarding or non-forwarding of these messages.

'Roaming+' only includes usage in the countries covered, see Clause 18.1. In other countries, the customer has access to mobile data usage at the list price for data roaming, and such usage is charged separately.

'Roaming+' does not include usage via maritime telecommunications operators (on ships), and such usage is therefore charged separately.

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

### **18.1. Purchase of additional Roaming+ data packages**

When the customer has used one Roaming+ data package, the customer's connection is automatically blocked for further data roaming in the covered countries in the calendar month in question, unless the customer actively purchases additional data packages (top-ups) via text messaging. The price will appear from the text message, and the additional data package purchased will be valid for 30 days from activation.

If the customer purchases additional data packages (top-ups), the customer's mobile data usage in the covered countries will be charged per data package or part thereof which is actively purchased by the customer.

The customer may purchase additional data packages of 10 GB an unlimited number of times.

On the conclusion of an agreement on 'Roaming+', the usage limit for data roaming mentioned in Clause 6.A of the Subscription Terms for TDC's Mobile Services (DKK 450 incl. VAT/DKK 360 excl. VAT per calendar month) is replaced by a usage limit corresponding to the price for a data package; however, only for the customer's data roaming usage in the countries covered by the agreement on 'Roaming+', see Clause 18.1.

## **19. Joint pools for pool user profiles**

### **19.1. Included voice pool in Denmark (national) and the EU (roaming)**

With an agreement on TDC Erhverv One+, the customer has access – without payment of usage rates (per-minute rate and call attempt charge) – to making calls in Denmark to ordinary Danish landline and mobile numbers for the total included monthly number of hours covered by the agreement (included call minutes). Each month, the individual user contributes the following number of included call minutes to a combined call minute pool:

- Per Mobil Professionel (pulje) user: Unlimited voice
- Per Mobil Tale user: Unlimited voice
- Per Kontorbruger: 50 hours.

The combined call minute pool can be shared by all the customer's TDC Erhverv One+ pool users. The usage is calculated on a monthly basis.

If the customer's TDC Erhverv One+ solution includes mobile phone connections with the user type Mobil Professionel (pulje), the following applies for these users: The included call minutes can also be used abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU') to make calls within the EU, including calls to EU numbers.

When calculating the included call hours, the usage is calculated per commenced minute, see Clause 6.

When the customer has used 75% of the call minute pool, the customer will be notified thereof via email and possibly a text message to the customer's TDC Erhverv One+ administrator. When the customer has used the entire combined call minute pool, the customer is notified again. TDC is not liable for any delay in the delivery of these messages.

Usage in excess of the call minute pool is charged per commenced minute (per-minute charging, see Clause 6) at the normal usage rates. By contacting TDC before the entire call minute pool is used, the customer may, however, purchase additional call minutes against separate payment on a permanent basis.

Any unused call minutes are not transferred to the next month and do not result in a refund of the subscription charge paid.

Internal telephony, see Clause 1, is not included in the calculation of the included call hours.

The following calls are not covered by the agreement on included call minute pool and are charged separately:

- Calls from Denmark to international numbers, including EU numbers.
- International calls from the EU to international numbers outside the EU.
- International calls outside the EU (roaming outside the EU).
- Usage via maritime telecom operators (on ships).
- Calls to numbers starting with 1 or 90 (service numbers and special numbers as well as information services and content-charged services).

### **19.2. Purchase of additional voice pools for calls abroad from DK (calls abroad)**

Against payment of a monthly subscription charge, the customer may purchase an extra pool of combined call minutes (call minute pool), which gives the customer access – without payment of usage rates (call attempt charge and per-minute rates) – to making calls from Denmark to ordinary landline and mobile numbers in a zone abroad.

The call minute pools are available in the following variants:

- Zone EU/Nordic countries: 2, 5, 10 or 50 hours per month.
- Zone Europa: 2, 5, 10 or 50 hours per month.
- Zone North America: 2, 5, 10 or 50 hours per month.
- Zone rest of world 1: 2, 5, 10 or 50 hours per month.

Information on which countries are included in the individual zones is available at [tdc.dk](http://tdc.dk). The zones cannot be combined.

The call minute pool for the relevant zone can be shared by all the customer's TDC Erhverv One+ users. The usage is calculated on a monthly basis.

When calculating the usage of the call minute pool, the usage is calculated per commenced minute, see Clause 6.

When the customer has used 75% of the call minute pool, the customer will be notified thereof via email and possibly a text message to the customer's TDC Erhverv One+ administrator. When the customer has used the entire combined call minute pool, the customer is notified again. TDC is not liable for any delay in the delivery of these messages.

Usage in excess of the call minute pool is charged at the normal usage rates. By contacting TDC before the entire call minute pool is used, the customer may, however, purchase additional call minutes against separate payment on a permanent monthly basis.

If the customer purchases additional call minutes, any usage-charged usage in excess of the call minute pool is not offset against the additional call minutes purchased.

Any unused call minutes are not transferred to the next month and do not result in a refund of the subscription charge paid.

Calls to special numbers are not included and are calculated and charged at the normal usage rates.

### **19.3. Included data pool in DK and the EU/Nordic countries**

For customers with the 'Mobil Professionel (pulje)' (mobile professional (pool)) subscription form, the customer may automatically use a specific monthly mobile data volume in Denmark without payment of usage rates (included data). Each month, each user contributes the following included data volume to a combined data pool:

- Per Mobil Professionel (pulje) user: 30 GB per month.

The combined data pool can be shared by the customer's users. The usage is calculated on a monthly basis.

The included data volume can also be used abroad within the EU and in Norway, Iceland, Switzerland and Liechtenstein (collectively the 'EU'). However, TDC is entitled to charge a special usage rate (EU surcharge) for the portion of the customer's EU mobile data usage that exceeds the limit for reasonable

data usage in the EU shown in the price list (fair use limit). Clauses 3.B and 3.C of the Subscription Terms for TDC's Mobile Services also apply.

The customer's data usage is calculated and charged per commenced mega-byte (MB) per data connection. However, when levying EU surcharge, the mobile data usage in the EU is calculated and charged per kilobyte (kB), see the Subscription Terms for TDC's Mobile Services, Clause 6.

When the customer has used 75% of the combined data pool, the customer will be notified thereof via email and possibly a text message to the customer's TDC Erhverv One+ administrator. When the customer has used the entire combined data pool, the customer is notified again. TDC is not liable for any delay in the delivery of these messages.

Usage in excess of the data pool is calculated and charged per commenced MB per data connection at the normal usage rates. By contacting TDC before the entire data pool is used, the customer may, however, purchase additional data against separate payment on a permanent basis, see Clause 19.4.

Any unused data are not transferred to the next month and do not result in a refund of the subscription charge paid.

The following calls are not covered by the agreement on included data pool and are charged separately:

- Usage abroad outside the EU/Nordic countries (roaming outside the EU/Nordic countries), see Clause 3 of the Subscription Terms for TDC's Mobile Services.
- Usage via maritime telecom operators (on ships).

If the customer's usage is abnormal, including if the customer's data usage is regarded as significantly exceeding corresponding customers' average usage or shows a very considerable or sudden increase compared with the customer's previous usage, and this is not brought to an end immediately upon TDC's request, TDC is entitled to restrict the customer's possibility of using the service or disconnect the customer's connection to the service, see, moreover, Clause 14 of TDC's General Terms and Conditions.

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

#### **19.4. Purchase of extra data pool in DK and the EU/Nordic countries**

If the agreement on TDC Erhverv One+ includes mobile phone connections with the user type Mobil Professionel (pulje) (mobile professional (pool)), the customer may, against payment of a monthly subscription charge, purchase

an extra pool of mobile data (extra data pool), which gives the customer access – without payment of usage rates – to using a specific volume of mobile data per month in Denmark and the EU/Nordic countries.

Extra data pools are available in the following variants:

- 100 GB per month
- 250 GB per month
- 500 GB per month.

The extra data pool can be shared by the customer's Mobil Professionel (pulje) users and supplements the customer's combined data pool, see Clause 19.3.

#### **19.5. Switch between business pool and individual user**

The customer can switch between a pool solution and an individual solution by contacting TDC. A switch between solutions must be agreed separately between the customer and TDC.

#### **20. IP Mobil Kombi (IP mobile combo)**

It appears from the tables in Clause 1. A whether the customer – against payment of a monthly subscription charge – may purchase 'IP Mobil Kombi' (IP mobile combo).

'IP Mobil Kombi' makes it possible for the customer to connect an IP landline phone and a DDI/landline number to the customer's user profile, so that parts of the content of the customer's user profile can be used across the customer's mobile phone and IP landline phone.

It is a condition for the choice of 'IP Mobil Kombi' for use for IP telephony that the technical preconditions for IP telephony are met, see Clause 2 of the Subscription Terms for TDC's Telephony Services.

It is also a condition for the choice of 'IP Mobil Kombi' that the customer's IP landline phone is of a type which supports this.

Information about prices and the specific content of 'IP Mobil Kombi' can be obtained from the solution overview and is available on request from TDC.

#### **21. Integration between the customer's IT systems and TDC Erhverv One+**

Any use by the customer of software delivered by a third party in connection with TDC Erhverv One+ must be approved by TDC and must comply with the

limitations and requirements appearing from the fact sheet on TDC Erhverv One+.

If the customer integrates the customer's own IT systems with TDC Erhverv One+, TDC cannot be held liable for any faults in TDC Erhverv One+ as a consequence of the integration with the customer's own IT systems. Clause 15.C of TDC's General Terms and Conditions also applies.

If the customer gains access or tries to gain access to TDC's systems via the integration between the customer's own IT systems and TDC Erhverv One+, this is deemed to constitute material breach of the subscription agreement. Clause 14 of TDC's General Terms and Conditions also applies.

## **22. Special conditions for the 'Mobil Minut (Forbrugstaksering)' (mobile minute (usage charging)) user profile**

If the customer subscribes to the 'Mobil Minut' (mobile minute) subscription form, TDC's standard charging prices for business customers apply. Usage rates are charged for the customer's usage of TDC's mobile services (calls, text messages, mobile data etc.).

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

## **23. Termination**

If this agreement is found to be wholly or partially inconsistent with current laws and regulations or with orders or prohibitions from public authorities, both parties are entitled to terminate the agreement in writing without notice, without either party being entitled to assert any claim against the other party, except for claims for payment for services already rendered or received.