

## **Additional Terms and Conditions for TDC Business 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 Business One in addition to the Subscription Terms for TDC's IP Telephony Service 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 Business One will prevail.

An agreement on TDC Business One comprises the following:

- **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 Business One) with the switchboard and extension number functions chosen by the customer (PBX functions, see fact sheet on TDC Business One). The details of the scope and functions in TDC Business 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. Depending on the number of functions ordered, the customer may in some cases obtain a volume discount, see Clause 8.
- **Internal telephony:** The customer's internal telephony between connections included in the customer's TDC Business 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.
- **Business pool for external telephony and use of TDC's mobile services:** The customer may choose between different user types (subscriptions) that provide access to different functions and content, see Clause 1.A. The individual user types 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, see Clause 1.A.

Agreements on TDC Business 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 Business 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 Business One therefore requires that all the customer's connections to TDC's

telephony services are included in the customer's TDC Business One solution. Upon conclusion of the agreement on TDC Business One, all the customer's subscriptions to TDC's telephony services will be converted to TDC Business One, based on information submitted by the customer to TDC.

### 1.A. User types, joint business pool and options

The customer may choose between the following user types, 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 Business One:

- Basic User
- Receptionist User
- Office User
- Combi EU User
- Mobile EU User
- Combi User
- Mobile User
- Mobile Basic User.

Usage rates are normally charged for usage of TDC's IP telephony service and TDC's mobile services (for making calls, sending text messages, using mobile data etc.), see Clause 11 of TDC's General Terms and Conditions. The individual user types in the customer's TDC Business 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 that are included in the individual user types and the joint pools and individual value-adding services (modules) that the customer may choose against additional payment.

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.

User type	Combi EU	Mobile EU	Mobile Basic	Office	Receptionist	Basic
<b>Switch-board and extension no. functions etc.</b>	User licence for mobile number and DDI/landline number  PC Call Client	User licence for mobile number  PC Call Client	User licence for mobile number	User licence for DDI/landline number  PC Call Client	User licence for DDI/landline number  PC Call Client	User licence for DDI/landline number

	<p>Message Service w. email</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p> <p>PA Personal Assistant, see separate additional terms and conditions therefor</p> <p>Work/Private Zone</p>	<p>Message Service w. email</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p> <p>PA Personal Assistant, see separate additional terms and conditions therefor</p>		<p>Message Service w. email</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p>	<p>BluePosition Switchboard</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p>	
<p><b>Included usage per user per month for combined joint pool etc.</b></p>	<p>50 hours of voice calls in DK and the EU, see Clause 9.1</p> <p>Unlimited voice calls in the EU/Nordic countries to DK, see Clause 10.1</p> <p>Unlimited text/multimedia messaging in DK and the EU/Nordic countries, see Clause 10.2</p> <p>25 GB of data in DK and the EU, see Clause 10.4 (with speed drop when usage exceeds 100 GB and with usage limit in the EU)</p>	<p>50 hours of voice calls, in DK and the EU, see Clause 9.1</p> <p>Unlimited voice calls in the EU/Nordic countries to DK, see Clause 10.1</p> <p>Unlimited text/multimedia messaging in DK and the EU/Nordic countries, see Clause 10.2</p> <p>3 GB of data in DK and the EU, see Clause 10.4 (with speed drop when usage exceeds 6 GB and with usage limit in the EU)</p>	<p>0 hours of voice calls, see Clause 9.1</p> <p>Unlimited text messaging in DK, see Clause 10.3</p> <p>Blocked for data and multimedia messaging, see Clause 1.B</p> <p>Blocked for use abroad (roaming), see Clause 1.B</p>	<p>50 hours of voice calls, see Clause 9.1</p>	<p>50 hours of voice calls, see Clause 9.1</p>	<p>0 hours of voice calls, see Clause 9.1</p>
<p><b>Included value-adding service</b></p>	<p>WiFi calls, see Clause 5.H of the Subscription Terms for TDC's Mobile Services</p> <p>4G mobile data speed, see Clause 10.6</p>	<p>WiFi calls, see Clause 5.H of the Subscription Terms for TDC's Mobile Services</p> <p>4G mobile data speed, see Clause 10.6</p>	<p>WiFi calls, see Clause 5.H of the Subscription Terms for TDC's Mobile Services</p>			

	Data sharing in DK and the EU/Nordic countries, see Clause 10.7	YouSee Music, see Clause 5.G of the Subscription Terms for TDC's Mobile Services				
	YouSee Music, see Clause 5.G of the Subscription Terms for TDC's Mobile Services	Guard (virus protection), see separate additional terms and conditions therefor (requires active purchase)				
	Guard (virus protection), see separate additional terms and conditions therefor (requires active purchase)	Fredome (extended security), see separate additional terms and conditions therefor (requires active purchase)				
	Fredome (extended security), see separate additional terms and conditions therefor (requires active purchase)					
<b>Options for joint pools</b>	Purchase of additional voice pools for calls abroad from DK, see Clause 9.2					
	Purchase of additional data pools in DK and the EU, see Clause 10.5					
<b>Individual options</b>	TDC World North (roaming at reduced per-minute rates), see Clause 11.1.a					
	TDC World East (roaming at reduced per-minute rates), see Clause 11.1.b					
	TDC World Central (roaming at reduced per-minute rates), see Clause 11.1.c					
	One World Home Zone (unlimited voice/text messaging/multimedia messaging to DK via partner networks), see Clause 11.2					
	500 MB World Partner Data (data packages via partner networks), see Clause 11.3					

<b>User type</b>	Combi	Mobile
<b>Switch-board and extension no. functions etc.</b>	User licence for mobile number and DDI/landline number	User licence for mobile number
	PC Call Client	PC Call Client

	<p>Message Service w. email</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p> <p>PA Personal Assistant, see separate additional terms and conditions therefor</p> <p>Work/Private Zone</p>	<p>Message Service w. email</p> <p>TDC Communicator Extra, see separate additional terms and conditions therefor</p> <p>TDC Secure Call Recording 48 hours, see separate additional terms and conditions therefor</p> <p>PA Personal Assistant, see separate additional terms and conditions therefor</p>
<p><b>Included usage per user per month for combined joint pool etc.</b></p>	<p>50 hours of voice calls in DK and the EU, see Clause 9.1</p> <p>Unlimited voice calls in the EU/Nordic countries to DK, see Clause 10.1</p> <p>Unlimited text/multimedia messaging in DK and the EU/Nordic countries, see Clause 10.2</p> <p>22 GB of data in DK and the EU, see Clause 10.4 (with usage limit in the EU)</p>	<p>50 hours of voice calls, in DK and the EU, see Clause 9.1</p> <p>Unlimited voice calls in the EU/Nordic countries to DK, see Clause 10.1</p> <p>Unlimited text/multimedia messaging in DK and the EU/Nordic countries, see Clause 10.2</p> <p>22 GB of data in DK and the EU, see Clause 10.4 (with usage limit in the EU)</p>
<p><b>Included value-added service</b></p>	<p>WiFi calls, see Clause 5.H of the Subscription Terms for TDC's Mobile Services</p> <p>4G mobile data speed, see Clause 10.6</p> <p>Data sharing in DK and the</p>	<p>WiFi calls, see Clause 5.H of the Subscription Terms for TDC's Mobile Services</p> <p>4G mobile data speed, see Clause 10.6</p> <p>Data sharing in DK and the</p>

	<p>EU/Nordic countries, see Clause 10.7</p> <p>YouSee Music, see Clause 5.G of the Subscription Terms for TDC's Mobile Services</p> <p>YouSee Film &amp; Series, see Clause 10.9</p> <p>Guard (virus protection), see separate additional terms and conditions therefor (requires active purchase)</p> <p>Freedome (extended security), see separate additional terms and conditions therefor (requires active purchase)</p>	<p>EU/Nordic countries, see Clause 10.7</p> <p>YouSee Music, see Clause 5.G of the Subscription Terms for TDC's Mobile Services</p> <p>YouSee Film &amp; Series, see Clause 10.9</p> <p>Guard (virus protection), see separate additional terms and conditions therefor (requires active purchase)</p> <p>Freedome (extended security), see separate additional terms and conditions therefor (requires active purchase)</p>
<b>Options for joint pools</b>	Purchase of additional voice pools for calls abroad from DK, see Clause 9.2	
	Purchase of additional data pools in DK and the EU, see Clause 10.5	
<b>Individual options</b>	<p>TDC World North (roaming at reduced per-minute rates), see Clause 11.1.a</p> <p>TDC World East (roaming at reduced per-minute rates), see Clause 11.1.b</p> <p>TDC World Central (roaming at reduced per-minute rates), see Clause 11.1.c</p> <p>One World Home Zone (unlimited voice/text messaging/multimedia messaging to DK via partner networks), see Clause 11.2</p> <p>500 MB World Partner Data (data packages via partner networks), see Clause 11.3</p>	

TDC may, at any given time and without notice, decide to discontinue offering the above modules 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 Business One at any time – and about the possibilities of combining an agreement on TDC Business One with TDC's other products and discount agreements – can be obtained by contacting TDC.

### **1.B. Special information on Mobile Basic User (applications)**

If the agreement covers the user type Mobile Basic User, certain limitations apply to the customer's access to using TDC's mobile services:

The Mobile Basic 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 using multimedia messaging in Denmark.
- 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 Music, see Clause 5.G of the Subscription Terms for TDC's Mobile Services.

The blocking above applying to Mobile Basic cannot be cancelled.

## **2. Preconditions and definitions**

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

In connection with agreements on TDC Business 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 that 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 Business One solution, it is a condition for the agreement on TDC Business 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 Broadband Professional or 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 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 Business 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 Business One.

It is a condition for the agreement on TDC Business 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 Business 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 Business 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 the 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 Business One solution, the following applies to the locating of emergency calls:

Emergency calls made by the customer to the Emergency Services 112 will be located (via service 118 (directory enquiry services)) to the installation site of the required access line, see Clause 2.B, 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. Electronic self-service**

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

Electronic self-service will, for example, enable the customer to implement changes in the PBX functions in TDC Business One free of charge. TDC is not liable for any loss or damage occurring as a result of changes in the PBX functions implemented by the customer via electronic self-service.

If the customer orders value-adding services via electronic 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). However, calls made to 118 (directory enquiry services) and to numbers starting with 90 as well as calls made to the Internet using a modem connection 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 Business 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 Business One solution.

Payment is charged monthly in advance.

Subscription charges for TDC Business 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. Discount agreement**

By concluding a separate agreement to this effect, the customer is eligible for a volume discount on the customer's usage of subscription charges for the functions (including the PBX functions) in TDC Business One. The agreement on volume discount may also include subscription charges for the optional modules 'One World Home Zone', see Clause 11.2, and '500 MB World Partner Data', see Clause 11.3.

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 Business One.

Details on discount rates and discount brackets 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.

### **8.1. 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 PBX functions in TDC Business 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 Business One (converted into annualised usage) and in accordance with the discount table shown in the price list for TDC Business 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 A/S 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.

### **8.2. 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.

## **9. Joint pools for all users**

### **9.1. Included voice pool in Denmark (national) and the EU/Nordic countries (roaming)**

With an agreement on TDC Business One, the customer has access – without payment of usage rates (per-minute rate and call setup 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 Basic User: 0 hours.
- Per Receptionist User: 50 hours per month.
- Per Office User: 50 hours per month.
- Per Combi EU User: 50 hours per month.
- Per Mobile EU User: 50 hours per month.
- Per Combi User: 50 hours per month.
- Per Mobile User: 50 hours per month.
- Per Mobile Basic User: 0 hours.

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

If the customer's TDC Business One solution includes mobile phone connections with the user type Combi EU User, Mobile EU User, Combi User or Mobile

User, 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 Business 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, see Clause 9.2.

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).

## **9.2. 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 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:

- Nordic zone: 2, 5, 10 or 50 hours per month.
- EU zone: 2, 5, 10 or 50 hours per month.
- Europe zone: 2, 5, 10 or 50 hours per month.
- North America zone: 2, 5, 10 or 50 hours per month.
- World 1 zone: 2, 5, 10 or 50 hours per month.

Information on which countries are included in the individual zones is available at tdc.dk. The zones cannot be combined.

The call minute pool for the relevant zone can be shared by all the customer's TDC Business 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 Business 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, either for the month in question or 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.

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

## **10. Joint pools and joint options for Combi User and Mobile User**

### **10.1. Unlimited voice calls in the EU/Nordic countries to Danish numbers**

If the customer's TDC Business One solution includes mobile phone connections with the user type Combi EU User, Mobile EU User, Combi User or Mobile User, these automatically have access to receiving calls and making calls in the EU/Nordic countries to ordinary Danish mobile and landline numbers without payment of usage rates. The customer's calls in the EU/Nordic countries to

ordinary Danish numbers do not count into the customer's voice pool either, see Clause 9.1.

However, the following calls are always calculated and charged at the normal usage rates:

- Calls to numbers starting with 1 or 90 (service numbers and special numbers)
- Usage via maritime telecom operators (on ships).

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.

## **10.2. Unlimited text and multimedia messaging in DK and the EU/Nordic countries**

If the customer's TDC Business One solution includes mobile phone connections with the user type Combi EU User, Mobile EU User, Combi User or Mobile User, these automatically have access to unlimited text and multimedia messaging.

Unlimited text and multimedia messaging gives the customer access to unlimited usage of text and multimedia messaging 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.



However, the customer's use of multimedia messaging in Denmark entails mobile data usage, which is calculated and charged as described in Clause 10.4 concerning included data pool in Denmark.

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.

### **10.3. Unlimited text messaging in DK (Mobile Basic)**

If the customer's TDC Business One solution includes mobile phone connections with the user type Mobile Basic User, these automatically have access to 'Unlimited text messaging in Denmark'. 'Unlimited text messaging in Denmark' gives the customer access to unlimited usage – without payment of usage rates – of text messaging in Denmark to ordinary Danish mobile numbers. The Mobile Basic subscription is blocked for use abroad (roaming), see Clause 1.B.

The unlimited usage does not include content-charged text messages, and such usage is therefore charged separately.

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

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

If the customer's TDC Business One solution includes mobile phone connections with the user type Mobile User or Combi User, these automatically have access to using a specific volume of mobile data per month in Denmark without payment of usage rates (included data). Each month, the individual Mobile User or Combi User contributes the following included data volume to a combined data pool:

- Per Mobile EU User: 3 GB per month

- Per Combi EU User: 25 GB per month
- Per Mobile User: 22 GB per month
- Per Combi User: 22 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 megabyte (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 Business 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 10.5.

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

If a single Mobile EU User or Combi EU User uses mobile data in Denmark or the EU which exceeds a limit of 6 GB from the joint data pool (Mobile EU User) and 100 GB from the joint data pool (Combi EU User), respectively, the speed of the user's connection when using mobile data in Denmark and the EU is reduced to 64 kbit/s (individual speed drop).

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.

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

If the agreement on TDC Business One includes mobile phone connections with the user type Mobile User or Combi User, 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:

- 10 GB per month
- 50 GB per month
- 100 GB per month
- 1,000 GB per month.

The extra data pool can be shared by the customer's Mobile Users and Combi Users and supplements the customer's combined data pool, see Clause 10.4.

Clause 10.4 also applies.

#### **10.6. Mobile data speed in DK (4G)**

Combi User and Mobile User are provided 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 mobile site and on the number of simultaneous users of the mobile site.

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

**10.7. Data sharing in DK and the EU/Nordic countries**

An agreement on TDC Business One that includes mobile phone connections with the user type Combi EU User, Combi User or Mobile User includes the Data Sharing module, which gives the customer access to using the agreed data volume (included data pool, see Clauses 10.4, and additional data pools purchased, see Clause 10.5) in the EU/Nordic zone and in Denmark on up to three additional SIM cards with their own mobile phone numbers. The additional SIM card(s) are handed over to the customer in connection with the customer's mobile subscription with TDC, see Clause 1, for use for data sharing. The additional SIM cards then give access to using the agreed data volume in the joint data pool, see Clause 1.A.

The additional SIM card(s) may only be used for data usage, text messages and multimedia messages. The additional SIM card(s) are blocked for voice calls.

Usage abroad (data roaming) outside the EU/Nordic zone is charged separately.

**10.8. TDC Business International (roaming at standard usage rates)**

An agreement on TDC Business One that includes mobile phone connections with the user type Combi EU User, Mobile EU User, Combi User or Mobile User automatically includes the TDC Business International module, which gives the customer access to making and receiving international calls (roaming) as well as access to mobile data usage abroad (data roaming) at standard prices applicable to TDC's business customers.

The customer's roaming usage is calculated and charged as specified in Clauses 3 and 6 of the Subscription Terms for TDC's Mobile Services.

Modules that give access to included voice or data abroad take precedence over the TDC Business International module.

**10.9. YouSee Film & Series**

An agreement on TDC Business One that includes mobile phone connections with the user type Mobile User or Combi User automatically includes access to YouSee Film & Series, see separate additional terms and conditions.

The Customer may opt out of YouSee Film & Series and thereby obtain a reduction in the subscription charge.

## **11. Individual options for Mobile User and Combi User**

### **11.1. TDC World (roaming at reduced per-minute rates)**

#### **11.1.a. TDC World North**

Against payment, the customer may choose the TDC World North module, which gives the customer access to making and receiving international calls (roaming) in the USA zone at reduced per-minute rates in accordance with a special price plan.

The customer's roaming usage is calculated and charged as specified in Clause 3 of the Subscription Terms for TDC's Mobile Services.

#### **11.1.b. TDC World East**

Against payment, the customer may choose the TDC World East module, which gives the customer access to making and receiving international calls (roaming) in the World 1 zone at reduced per-minute rates in accordance with a special price plan.

The customer's roaming usage is calculated and charged as specified in Clause 3 of the Subscription Terms for TDC's Mobile Services.

#### **11.1.c. TDC World Central**

Against payment, the customer may choose the TDC World Central module, which gives the customer access to making and receiving international calls (roaming) in the World 2 and Russia zones at reduced per-minute rates in accordance with a special price plan.

The customer's roaming usage is calculated and charged as specified in Clause 3 of the Subscription Terms for TDC's Mobile Services.

### **11.2. One World Home Zone (unlimited voice/text messaging/multi-media messaging to DK via partner networks)**

Against payment, the customer may choose the One World Home Zone module for the customer's mobile phone connections in the TDC Business One solution with the user type Combi EU User, Mobile EU User, Combi User or Mobile User. The purchase of the additional module One World Home Zone is made individually for one or more of the customer's users against payment on a per-user basis.

If the agreement includes the One World Home Zone module, the customer has access to the following elements:

- Unlimited voice via partner networks\* to Danish numbers, see Clause 11.2.a.
- Unlimited receipt of calls via partner networks\*, see Clause 11.2.a.
- Unlimited text and multimedia messaging via partner networks\* to Danish numbers, see Clause 11.2.b.

\*TDC's partner networks in selected countries outside the EU/Nordic countries.

### **11.2.a. Unlimited voice via partner networks to Danish numbers**

If the agreement includes 'Unlimited voice via partner networks to Danish numbers', the customer has access – without payment of usage rates (per-minute rate and call setup charge) – to receiving calls via TDC's partner networks and making calls via TDC's partner networks in selected countries outside the EU/Nordic countries to ordinary Danish numbers.

TDC's partner networks are found in selected countries and territories outside the EU/Nordic countries, see Clause 2.A. TDC has the right to change partner networks in a given country on a continuous basis. Information about the countries and territories that are covered by TDC's partner networks and about existing partner networks at any time is available at [tdc.dk](http://tdc.dk).

If a partner network is available to the customer, the partner network is automatically used. The customer's access to receiving and making calls via non-partner networks is NOT blocked, and such usage is charged separately.

The following usage is NOT covered by the agreement on 'Unlimited voice via partner networks to Danish numbers' and is charged in accordance with the standard price in force at any time, see Clause 10.8 on 'TDC Business International':

- Usage via foreign networks other than TDC's partner networks.
- Usage via maritime telecom operators (on ships).
- Calls to international numbers, including EU numbers.
- Calls made directly from the customer's voicemail using the # key.
- Calls in the form of call forwarding to or call transfer to numbers outside the customer's TDC Business One solution.
- Calls to numbers starting with 1 or 90 (service numbers and special numbers).

An agreement on 'Unlimited voice via partner networks to Danish numbers' must not be abused by connecting terminals, boxes or other equipment not intended for use in connection with the agreement or TDC's mobile services. If the customer has an abnormally high usage, which may indicate that the

agreement is being abused, and this is not brought to an end immediately upon TDC's request, TDC reserves the right to terminate the agreement on 'Unlimited voice in the world via partner networks to Danish numbers'.

### **11.2.b. Unlimited text and multimedia messaging via partner networks to Danish numbers**

If the agreement includes 'Unlimited text and multimedia messaging via partner networks to Danish numbers', the customer has access to unlimited usage – without payment of usage rates – of text and multimedia messages sent via TDC's partner networks in selected countries outside the EU/Nordic countries to ordinary Danish mobile phone numbers.

TDC's partner networks are found in selected countries and territories outside the EU/Nordic countries, see Clause 2.A. TDC has the right to change partner networks in a given country on a continuous basis. Information about the countries and territories that are covered by TDC's partner networks and about existing partner networks at any time is available at [tdc.dk](http://tdc.dk).

If a partner network is available to the customer, the partner network is automatically used. The customer's access to sending text and multimedia messages via non-partner networks is NOT blocked, and such usage is charged separately.

The following usage is NOT covered by the agreement on 'Unlimited text and multimedia messaging via partner networks to Danish numbers' and is charged in accordance with the stated price in force at any time:

- Usage via foreign networks other than TDC's partner networks.
- Usage via maritime telecom operators (on ships).
- Text and multimedia messages to international numbers, including EU numbers.
- 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.

### **11.3. 500 MB World Partner Data (data packages via partner networks)**

Against payment, the customer may choose the 500 MB World Partner Data module for the customer's mobile phone connections in the TDC Business One solution with the user type Combi EU User, Mobile EU User, Combi User or Mobile User. The purchase of the additional module 500 MB World Partner Data is

made individually for one or more of the customer's users against payment on a per-user basis.

The 500 MB World Partner Data module is not included in the customer's joint pool and therefore cannot be shared by the customer's TDC Business One users.

If the agreement includes the 500 MB World Partner Data module ('World Partner Data Packages'), the user has access – without payment of usage rates – to using one data package of 500 MB per month (included data package) in selected countries outside the EU/Nordic countries via TDC's partner networks.

TDC's partner networks are found in selected countries and territories outside the EU/Nordic countries. TDC has the right to change partner networks in a given country on a continuous basis. Information about the countries and territories that are covered by TDC's partner networks and about existing partner networks at any time is available at [tdc.dk](http://tdc.dk).

If a partner network is available to the customer, the partner network is automatically used. In countries with partner networks, the customer's access to using data via non-partner networks is blocked. In countries outside the EU/Nordic countries without partner networks, the customer has access to mobile data usage at the standard price, see Clause 10.8 on 'TDC Business International', and such usage is charged separately.

When the customer has used the included data package, the customer's connection is automatically blocked for further mobile data usage in the covered countries in the month in question, unless, via text message, the customer actively purchases additional data packages of the same size as the included data package. If the customer purchases additional data packages, the customer's mobile data usage will be charged in the covered countries in the month in question per commenced data package.

Additional data packages purchased have a validity period of 30 days from the purchase date. Unused data from both the included data package and additional data packages purchased are not transferred to the next month.

When calculating the customer's usage of a data package, the usage is calculated per commenced kilobyte (kB) per data connection.

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.



On the conclusion of an agreement on World Partner Data Packages, the usage limit for data roaming, see Clause 6.A of the Subscription Terms for TDC's Mobile Services, is replaced by a usage limit corresponding to the price of a data package. The usage limit (price per data package) is stated in TDC's price list.

World Partner Data Packages do not include usage via maritime telecom operators (on ships), and such usage is therefore charged separately.

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

## **12. Integration between the customer's IT systems and TDC Business One**

Any use by the customer of software delivered by a third party in connection with TDC Business One must be approved by TDC and must comply with the limitations and requirements appearing from the fact sheet on TDC Business One.

If the customer integrates the customer's own IT systems with TDC Business One, TDC cannot be held liable for any faults in TDC Business 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 Business One, this is deemed to constitute material breach of the subscription agreement. Clause 14 of TDC's General Terms and Conditions also applies.

## **13. Expiry**

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.