

## **Additional Terms and Conditions for TDC Scale**

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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 agreements on TDC Scale in addition to the Subscription Terms for TDC's Telephony Services and TDC's General Terms and Conditions for Delivery and Operation of TDC's Services. In the event of a conflict between the terms and conditions, these separate Additional Terms and Conditions for TDC Scale will prevail.

An agreement on TDC Scale 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 any of the customer's connections to TDC's mobile services are combined in one single solution with the switchboard and extension number functions chosen by the customer (PBX functions, see fact sheet on TDC Scale).
- **Volume discount on PBX functions:** Depending on the number of PBX functions ordered, the customer may in some cases obtain a volume discount, see Clause 8.

- Mobile Telephony (if any): The customer may choose to integrate the customer's mobile telephony in the customer's TDC Scale solution by taking out subscriptions to TDC's mobile services as either the subscription form TDC Scale Mobile, see separate additional terms and conditions therefor, or as the subscription forms TDC Scale Mobile Mix and/or TDC Scale Mobile Packages, see separate additional terms and conditions therefor.
- Unlimited Internal Telephony: The customer's internal telephony between connections included in the customer's TDC Scale 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.

The details of the scope and contents of the customer's TDC Scale 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 Scale can only be concluded by business customers.

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

## **2. 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 Scale solution, it is a precondition for the agreement on TDC Scale 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 precondition for the agreement on TDC Scale 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 Scale.

It is a precondition for the agreement on TDC Scale 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 precondition for the agreement on TDC Scale 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 Scale. 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 Scale 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, see Clause 2, 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 Scale. 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.

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

Charges concerning TDC Scale are made on one overall invoice for the customer's connections to TDC's IP telephony service and/or the customer's connections to TDC's mobile service which are included in the customer's TDC Scale solution.

If the customer orders value-adding services, including Saldomax or Call Blocking, see Clause 7 of the Subscription Terms for TDC's IP Telephony Service and Clause 5 of the Subscription Terms for TDC's Mobile Services, the value-adding service will be established for all the customer's connections to TDC's IP telephony service and the customer's connections to TDC's mobile service (per user) included in the customer's TDC Scale solution.

## **8. Discount agreement (PBX functions)**

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 Scale.

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 functions in TDC Scale.

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 the PBX functions in TDC Scale (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 PBX functions in TDC Scale (converted into annualised usage) and in accordance with the discount table shown in the price list for TDC Scale.

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 must 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 twelve 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. Integration between the customer's IT systems and TDC Scale**

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

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

### **10. TDC Flex Talk (landline)**

If the customer's TDC Scale solution comprises both connections to TDC's IP telephony service (including IP phones connected to the customer's internal network) and connections to TDC's mobile services, and the customer enters into an agreement on TDC Flex Talk (landline) for the customer's connections to TDC's IP telephony service which is included in the customer's TDC Scale solution, it is a precondition for the agreement on TDC Flex Talk (landline) that the customer enters into an agreement on TDC Flex Talk (Scale mobile) for the customer's connections to TDC's mobile services which are included in the customer's TDC Scale solution, see separate Additional Terms and Conditions for TDC Scale Mobile.

The separate Additional Terms and Conditions for TDC Flex Talk (landline) also apply.

### **11. TDC Flex Talk Scale (fixed price for calls to Danish phone numbers)**

Against additional payment, the customer can make calls lasting up to three hours to Danish landline numbers and Danish mobile numbers in Denmark via connections to TDC's IP telephony service (including IP phones connected to the customer's internal network) or TDC's mobile services which are included in the customer's TDC Scale solution, without payment of usage rates (call attempt charge and per-minute rate). If a single call lasts more than three hours, usage exceeding the first three hours is charged according to the normal usage rates and no discount is granted in accordance with any discount

agreement for external telephony concluded by the customer (TDC Business Agreement, TeleDiscount+ or 4Countries40).

However, the following calls are always charged at normal usage rates: Calls to numbers starting with 1, 80 or 90, international calls and calls abroad.

Subscription charges for TDC Flex Talk Scale are charged per phone connection/user licence.

Customers where more than 80% of the customer's traffic constitutes outgoing calls (telemarketing agencies, call centre businesses etc.) cannot conclude agreements on TDC Flex Talk Scale. If more than 80% of the customer's traffic constitutes outgoing calls, TDC will terminate the TDC Flex Talk Scale agreement without notice with the effect that the customer's subscriptions to TDC's telephony services are converted to TDC Scale without TDC Flex Talk Scale.

Agreements on TDC Flex Talk Scale 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 Flex Talk Scale therefore requires that all the customer's connections to TDC's telephony services are included in the customer's TDC Scale solution. On the conclusion of an agreement on TDC Flex Talk Scale, all the customer's subscription agreements on TDC's telephony services are converted to TDC Scale with TDC Flex Talk Scale.

## **12. 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.