

## **Additional Terms and Conditions for TDC Business IoT Connectivity (M2M)**

July 2019

### **1. Supplementary agreement**

The following terms and conditions apply to TDC Business IoT Connectivity subscriptions in addition to 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 IoT Connectivity will take precedence.

The order confirmation from TDC states the subscription type covered by the agreement. The content of TDC Business IoT Connectivity is described in further detail in the related product sheet.

An agreement on TDC Business IoT Connectivity entitles the customer to use TDC's network and foreign networks for telemetry purposes, in exchange for a fixed monthly payment.

It is a precondition of an agreement on TDC Business IoT Connectivity that the customer's terminal is designed for this and that the customer's terminal and any other equipment is set up correctly for telemetry use. The customer is obligated to use telemetry equipment that is compatible with the supplied SIM card(s), and to use the equipment in accordance with the guidelines from TDC.

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

The table below lists the modules that are included in the subscription type (marked as 'Included'), and the extra modules the customer may choose in exchange for additional payment (marked as 'Option'). If a table field is empty, the module cannot be selected.

The order confirmation from TDC states which type of subscription the agreement covers, and which extra modules (if any) the customer has chosen. Modules that are included in the chosen subscription type are not listed in the order confirmation, but are shown in the table below (marked as 'Included'). The terms and conditions for the various modules are stipulated in the clauses of these additional terms and conditions.

	TDC Business IoT Connectivity
Data sharing between SIM cards linked to the same data package (see clause 4).	Included
Option to use abroad (roaming) (see clause 5).	Option
Use of SMS messages (see clause 6).	Included
Included test traffic (see clause 7).	100 kB and 5 SMS messages
Grace period (see clause 7).	3 months
Shared APN (see clause 8).	Included
Private APN (see clause 8).	Option
Web API (see clause 9).	Option

## 2. Parties to the agreement – business enterprises

Agreements on TDC Business IoT Connectivity can only be concluded by business enterprises, and the subscription may only be used for business purposes. If the customer uses the subscription for non-business purposes it will be regarded as a serious breach of the agreement.

## 3. Usage charging, activation and use of SIM cards

TDC Business IoT Connectivity gives the customer access to the Connectivity Management platform of TDC's partner, where the customer is able to manage their own SIM cards directly.

The customer orders a specific number of SIM cards. This number is stated in the order confirmation. The customer is obligated to activate all SIM cards ordered before the agreement expires or is terminated by either party. If the customer fails to activate all SIM cards ordered, TDC will charge a fee per unused SIM card, up to the degree of activation agreed between the parties.

The customer can activate its SIM cards at any time via the platform as required.

The customer chooses which data package the SIM card is to use during the activation process (see clause 4).

The customer pays a fixed monthly amount for each SIM card the customer has activated. The customer is charged for any usage that exceeds the agreed subscription content, as stated on the order confirmation or a written agreement between the customer and TDC. The fixed monthly amount will be charged by TDC from the date the SIM card becomes active, either after the customer's test traffic has been used up or the grace period has expired (see clause 4) or through direct activation.

#### **4. Data sharing**

The customer chooses the size of the data package for each SIM card during activation. There is data sharing between all SIM cards that have the same data package size. The customer may therefore use the total data volume on all SIM cards with the same size data package.

Conversely, there is no data sharing between SIM cards with different data package sizes.

#### **5. Roaming**

The various subscription types can be used abroad within the EU, countries with Vodafone operators, and Norway, Switzerland and Liechtenstein. Roaming is possible in these countries as standard, using the primary mobile network of TDC's partners.

A list of countries in which the customer can use its subscription is available at [www.tdc.dk](http://www.tdc.dk).

For agreements on subscription type TDC business IoT Connectivity, expanded roaming can be offered in the EU and the rest of the world. A separate agreement must be concluded stating in which countries and at what usage prices the customer may use its subscription. The price will be agreed based on the customer's reported usage needs and the intended usage pattern. If the customer's usage volume or pattern differs significantly from the customer's predicted usage, TDC reserves the right to change the prices for the customer's agreement on TDC Business IoT Connectivity. A list of countries and usage prices for the customer's agreement on TDC business IoT Connectivity will be stated in a separate agreement between the customer and TDC.

#### **6. SMS messages**

The customer's devices can send and receive SMS messages via the Connectivity Management platform's portal or Web API (see clause 9). Devices can

also be awakened via wake-up SMS messages. The number of included SMS messages is stated in the order confirmation.

The customer may also purchase additional SMS messages.

## **7. SIM card testing**

The customer may perform SIM card testing within the grace period shown in the table above.

The customer has an overall test traffic volume available during the grace period (see the table above), which will not be charged to the customer.

The customer's SIM cards may be used for testing until one of the following occurs:

- the customer's grace period expires,
- the customer uses up all the data included in the test traffic, or
- the customer uses up all the SMS messages included in the test traffic.

The customer will hereafter be charged in accordance with the prices stated in the customer's agreement on TDC Business IoT Connectivity.

The above test traffic and grace periods apply for each SIM card the customer has set up.

## **8. Shared APN and private APN**

TDC Business IoT Connectivity includes data connections via shared APN. The customer may pay an extra fixed payment each month, as stated in the order confirmation, to purchase Private APN.

By purchasing the Private APN option, the customer can establish a data connection via TDC's specific M2M APN, created in the Vodafone network. This APN will be shared with TDC's other M2M customers using this solution.

By purchasing the Private APN option, the customer can establish a data connection via a customer-specific APN, created in the Vodafone network. This APN will be reserved for the customer's traffic, which will thus be isolated from all other traffic.

## **9. Web API**

If the agreement includes the use of Web API (*Application Platform Interface*), see the table above, the customer may access a self-service solution via API in exchange for payment.

#### **10. Limitations in the customer's use**

An agreement on TDC Business IoT Connectivity solely entitles the customer to use the subscription type chosen for the customer's own telemetry purposes, within the customer's own IoT (Internet of Things) system. Accordingly, an agreement on TDC Business IoT Connectivity must not be used for purposes such as:

- The transmission of data or voice traffic between devices other than those in the customer's IoT system
- General use of the Internet, including access to publicly accessible IP addresses
- Spamming

Agreements on TDC Business IoT Connectivity may only be used by the customer in a manner and for purposes that are in accordance with applicable legislation.

The customer's failure to comply with this clause 10 will be seen as a material breach of the agreement.

#### **11. Loss or unauthorised use of and changes to SIM cards**

After conclusion of the subscription agreement, TDC will forward one or more SIM cards to the customer or its representative. The SIM cards are not protected by a PIN code and PUK code (see clause 7.A in the Subscription Terms for TDC's Mobile Services). Clause 7.B, and the part of clause 7.A in the Subscription Terms for TDC's Mobile Services that relates to the Danish Act on Certain Payment Instruments, do not apply.

After receipt of the SIM cards by the customer or its representative, the customer is liable without limitation for losses resulting from unauthorised use of the SIM cards by others. The customer is thus responsible for protecting itself against unauthorised use of the cards by others.

TDC reserves the right to block the customer's SIM card if there is a suspicion of misuse or disruptions in the network.

Physical and technical changes may only be made to the SIM cards by authorised technicians. TDC and its partners are entitled to make changes and updates to SIM cards, including changes via OTA (*Over the Air*), for example in relation to functionality issues or in order to comply with applicable legislation or orders. The customer is obligated to accept such changes and updates, should they be necessary.

## **12. TDC's liability**

In addition to the limitations under clause 15.C in TDC's General Terms and Conditions, TDC's liability is limited to DKK 25,000 for each act giving rise to liability or omission.