



## **Additional Terms and Conditions for TDC Switchboard Packages**

June 2019

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

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### **1. Supplementary Agreement**

The following terms and conditions apply to agreements on TDC Switchboard Packages in addition to the Subscription Terms for TDC's Mobile Services and the 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 Switchboard Packages will prevail.

An agreement on TDC Switchboard Packages includes the following:

- **PBX functions:** The customer's connections to TDC's mobile services are integrated into one single solution with certain switchboard and extension number functions (PBX functions, see fact sheet on TDC Switchboard Packages).
- **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 4.
- **Mobile telephony:** The customer's mobile telephony is integrated into the customer's TDC Switchboard solution by way of the customer subscribing to TDC's mobile services in the subscription types TDC Scale Mobile Mix or TDC Scale Mobile Packages, see separate additional terms and conditions therefor.

- **Unlimited Internal Telephony:** The customer's internal telephony between the mobile phone connections included in the customer's solution (internal mobile telephony) is handled by TDC's public mobile network. The customer's internal telephony in Denmark (internal mobile telephony) is not charged.

The details of the scope of the customer's 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 Switchboard Packages can only be concluded by business customers.

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

## **2. 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 Switchboard Packages. 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.

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

Charges concerning TDC Switchboard Packages 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.

#### **4. 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.

##### **4.1. Calculation of volume discount**

Upon conclusion of the discount agreement, TDC will calculate the customer's expected usage of subscription charges for PBX functions in TDC Switchboard Packages (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 Switchboard Packages (converted into annualised usage) and in accordance with the discount table shown in the price list for TDC Switchboard Packages.

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.

#### **4.2. 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.

#### **5. Integration between the customer's IT systems and TDC Switchboard Packages**

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

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