Specifications and Remuneration Terms

BUSINESS 5G BACKUP

Valid from 13.10.2026

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Reference to gender-neutral formulations: In order to improve legibility, this contractual document intentionally refrains from adopting any gender-specific differentiations. All references to individuals apply similarly to all genders (male, female and non-binary).
We would like to emphasize that equality and inclusion are important issues for us. The style employed in this document is solely aimed at linguistic simplification and does not imply any judgement or exclusion.

1. Basic information

BUSINESS 5G BACKUP is an add-on product offered by Wien Energie (hereinafter WE) to business customers as defined by Article 1 of the Austrian Consumer Protection Act (*KSchG*). The provision of services is based on the general terms and conditions (*AGB BUSINESS*) relating to B2B telecommunication products, the service level agreement for B2B telecommunication products (SLA BUSINESS) and these BUSINESS 5G BACKUP specifications and remuneration terms, which can be accessed (in German) at www.wienenergie/agb.

BUSINESS 5G BACKUP provides BUSINESS INTERNET customers of WE with an alternative mobile backup solution as a safeguard against possible disruption to the fibre-optic internet connection, e.g. as a result of damage to the physical connection or the nearest WE PoP (point of presence). In the event of a service interruption related to the fibre-optic internet connection, a previously configured modem enables a switch to a mobile backup solution. The IP addresses are automatically rerouted but remain unchanged.

BUSINESS 5G BACKUP is based on broadband technologies (5G and LTE) and is provided based on the network of Hutchinson Drei Austria GmbH. This relies on appropriate modems which are included in the scope of services and yet remain the property of WE.

2. Specifications

The contractual arrangement relating to BUSINESS 5G BACKUP is exclusively between WE and the respective customer. Rather than being a standalone solution, BUSINESS 5G BACKUP is available exclusively as an add-on to BUSINESS INTERNET services. The BUSINESS INTERNET fibre-optic connection remains the primary connection. The BUSINESS 5G BACKUP solution is activated in the event of a service interruption related to the primary connection. The broadband availability of the relevant tariff selected applies. The service automatically switches back to the primary connection once the service interruption has been resolved.

2.1 Description of services

BUSINESS 5G BACKUP consists of the following services:

- The configuration of the backup connection and the related terminal device (modem configuration).
- The hardware provided consists of a mobile modem (5G network termination unit), which is equipped with a SIM card as a combined device for indoor and outdoor areas, as well as additional accessories. The option also exists of a premium outdoor modem which is attached to an exterior wall for improved signal quality. This incurs additional installation costs (refer to Section 4 on remuneration terms for more details). The customer is responsible for any additional contractual arrangements required in connection with installing the outdoor modem on the exterior wall.

- Use of a mobile backup connection in the event of disruption related to the primary connection. Automatic switching of the public IP subnet from the primary connection to the mobile backup service in the event of the primary connection not being available. Automatic switching of the public IP subnet back to the primary connection as soon as this connection has been restored.
- At present, IPv4 addresses are available for the backup solution, with IPv6 addresses being available subject to technical circumstances and possibilities.
- No limitation or invoicing of the data transfer volume during the use of the mobile backup solution.
- Business support from the Network Operation Center (NOC) (for more details, refer to Section 5 on service management).
- A 10m ribbon network cable is included in the hardware provided. If the ribbon network cable is not sufficient due to the circumstances on site, we recommend a tertiary cabling solution. Tertiary cabling between the backup modem and the WE network termination point (customer premise equipment) is not included in the hardware provided. At the request of the customer, WE can recommend an installation partner for the tertiary cabling.

BUSINESS 5G BACKUP is available based on the following tariffs (plans):

Tariff	Data volume included Data volume	Max.[1)] download speed	Max.[1)] upload speed	*Guaranteed* [2)] download speed
BUSINESS 5G BACKUP 500	Unlimited	500 Mbit/s	100 Mbit/s	250 Mbit/s
BUSINESS 5G BACKUP 250	Unlimited	250 Mbit/s	100 Mbit/s	125 Mbit/s
BUSINESS 5G BACKUP 100 [3)]	Unlimited	100 Mbit/s	20 Mbit/s	75 Mbit/s

1) The broadband connections set out above are nominal maximum data transfer rates for upload and download speeds related to the relevant product and are heavily dependent on the technical, geographical and construction-based realities on site. The maximum data transfer speeds stated here are the advertised transfer rates as pursuant to the TSM Regulation established by Regulation (EU) 2015/2120.
2) In the event of a service interruption related to the primary connection, the customer is guaranteed a minimum download speed in as far as there is no extraordinary disruption to the network or *force majeure*.
3) The BUSINESS 5G BACKUP 100 tariff is a 5G non-standalone tariff.

- The data volume for domestic traffic included in these tariffs is unlimited in any billing month.
- The data volume included is exclusively for domestic traffic throughout Austria.
- BUSINESS 5G BACKUP can only be used in combination with a WE BUSINESS INTERNET primary connection. It is not permitted to use this abroad (roaming).

In order to safeguard network integrity, WE retains the right appropriately instruct users whose conduct disrupts use on the part of other customers and to initially demand these users restrict their use of the service. WE shall have the right to take appropriate action in the case of continued misuse of this kind.

Impact of data transfer restrictions

The following table provides an overview of the scope of typical internet services available under the relevant tariff selected.

	Internet surfing 2 Mbit/s	Video streaming HD (approx. 5 Mbit/s)	Video streaming SD (approx. 2 Mbit/s)	Voice over IP (approx. 0.1 Mbit/s)	Online games (approx. 5 Mbit/s)	Music streaming (approx. 0.32 Mbit/s)
BUSINESS 5G BACKUP 100	✓	✓	✓	✓	✓	✓
BUSINESS 5G BACKUP 250	✓	✓	✓	✓	✓	✓
BUSINESS 5G BACKUP 500	✓	✓	✓	✓	✓	✓

Customers commit to use the modem and the SIM card contained in this modem in connection with BUSINESS 5G BACKUP only at the agreed connection site of the BUSINESS INTERNET primary connection and only in combination with the BUSINESS INTERNET primary connection.
The SIM card contained in the modem is provided to the customer exclusively for wireless data transfers in the context of BUSINESS 5G BACKUP. Any other use of the SIM card other than that defined in this agreement is not permitted. Customers are also not permitted to connect other hardware to the backup modem or make any modifications to the configuration without this being advised to WE.

2.2 Minimum contract term

In as far as no other minimum contract term has been agreed, a minimum contract term of 24 months shall apply. In the event of the remaining minimum contract term for the BUSINESS INTERNET primary connection being shorter than the agreed minimum contract defined herein at the time of concluding the BUSINESS 5G BACKUP contract (add-on), the minimum contract terms of the BUSINESS INTERNET primary connection shall be extended to coincide with the end of the minimum contract terms of the BUSINESS 5G BACKUP contract (add-on) concluded. In the case of small and micro enterprises, as defined by Article 4 (66) of the Austrian Telecommunications Act (*TKG 2021*), and non-profit organisations, this extension shall apply only in as far the ordering process effectively waives the application of the provisions defined by Article 136 (1) and (3) of the *TKG 2021* legislation.

In as far as there is no effective waiving of these rights during the ordering process, a minimum contract term of 12 months shall apply in the case of small and micro enterprises, as defined by Article 4 (66) of the *TKG 2021* legislation, as well as for non-profit organisations. In such cases involving the termination of the contract after a term of less than 24 months, the customer shall be required to provide written evidence which establishes without doubt that they qualify as a small or micro enterprise, as defined by Article 4 (66) of the *TKG 2021* legislation, or as a non-profit organisation.

2.3 Preconditions

The use of BUSINESS INTERNET as a primary connection is a prerequisite for taking advantage of the BUSINESS 5G BACKUP add-on.
A further precondition is functional fibre-optic customer premise equipment (CPE) from WE. The existence of a network cable with a RJ45 connector (tertiary cabling) between the installation site of the backup modem and the fibre-optic CPE is not essential but is recommended. If not used, the backup modem must be directly connected to the CPE. In such cases, WE cannot guarantee the full performance of the backup connection if the backup modem cannot be installed in a location providing optimal signal quality.
It is recommended that the backup modem is installed as close as possible to an exterior wall with a window or outside the building in order to guarantee the best signal quality possible.

3. Terminal device and SIM card

Standard product: The equipment required (modem, SIM card and related accessories) will be provided to the customer by WE for the term of the contract. The equipment provided by WE (modem and SIM card) shall remain the property of WE. Software updates and upgrades relating to the equipment may only be undertaken by WE.
After the termination of the contract, the equipment (modem, SIM card and related accessories) must be returned to WE. WE retains the right to charge customers the relevant fair (current) value of modems the visual and technical condition of which does not correspond to conventional use in an office environment.

The SIM card contained in the relevant backup modem will be installed by WE prior to being shipped. It is not permitted to remove the SIM card from the modem or to manipulate the modem without the explicit approval of WE.

Option: Customers have the option of ordering a premium outdoor modem from WE in order to improve reception quality. This will be installed and commissioned by an installation partner appointed by WE. WE shall be responsible for maintenance work. After termination of the contract, ownership of the outdoor modem shall transfer to the customer.

4. Remuneration terms

All amounts set out here are exclusive of VAT.

4.1 Monthly fees

The following monthly fees will be charged based on the BUSINESS 5G BACKUP tariff selected:

Tariff	Max. download speed	*Max. upload speed*	Monthly fee
BUSINESS 5G BACKUP 500	500 Mbit/s	100 Mbit/s	EUR 59.90
BUSINESS 5G BACKUP 250	250 Mbit/s	100 Mbit/s	EUR 39.90
BUSINESS 5G BACKUP 100	100 Mbit/s	20 Mbit/s	EUR 29.90

4.2 Setup fees

Tariff	Setup fee	
BUSINESS 5G BACKUP 500	EUR 149.00	Based on standard modem
BUSINESS 5G BACKUP 250		
BUSINESS 5G BACKUP 100		

BUSINESS 5G BACKUP 500 **BUSINESS 5G BACKUP 250** **BUSINESS 5G BACKUP 100**	Upon request	In case of the optional premium outdoor modem not included in the standard product

The standard BUSINESS 5G BACKUP product includes a set-up fee of EUR 149.00 which is charged on a one-time basis in addition to the monthly fee. This set-up fee covers the costs incurred (travel, setup, installation and configuration of the backup modem and the documentation provided by WE). Customers have the option of installing the backup modem themselves.[1)] The one-time set-up fee shall not apply in such cases.

An additional one-time set-up fee will be charged if the customer opts for the premium outdoor modem which is not included in the standard product. This fee includes the purchase price of the premium outdoor modem as well as the additional installation costs and any additional costs incurred as a result. The amount of the set-up fee for the premium outdoor modem is based on the circumstances prevailing at the customer site. Upon request from the customer, WE shall provide a quote for these optional services.

4.3 Other fees

Time & Material expenses

Resolution of faults caused by third-parties [1)]	Call-out fee	EUR 100.00
	Hours of work, per 30 minutes or part thereof	EUR 100.00

1) In the event it is determined that the cause of a fault does not lie within the scope of responsibility of Wien Energie (e.g. damage to the end device caused by the customer, lack of power, customer changes configuration, cabling problem attributable to the customer, etc.), a call-out fee of EUR 100.00 and EUR 100.00 per 30 minutes or part thereof of work on site shall be invoiced to the customer.

5. Service management & SLA

The service level agreement (SLA) associated with the BUSINESS INTERNET primary connection selected shall apply. In the case of the add-on product BUSINESS 5G BACKUP, the scope of validity of the existing SLA differs from the 2/3 layer connection of BUSINESS INTERNET by being based exclusively on the availability of the layer 3 service, regardless of the routing of the IP service selected at the relevant point in time. As a result, the routing and the IP service are regarded as a complete service (refer to SLA BUSINESS).

Customers have the option of installing the BUSINESS 5G BACKUP add-on themselves. The Network Operation Center (NOP) is available during operating hours to support customers during activation: Mon. - Fri. 07:30 - 15:30 (refer to Section 7 of SLA BUSINESS). The option of self-installation is not available to new BUSINESS INTERNET primary connection customers.

With the exception of the above, the service, support, and troubleshooting times of the BUSINESS

INTERNET SLA selected shall apply. Customers are not proactively informed about any disruption related to the BUSINESS 5G BACKUP product.

Should a disruption make it necessary to exchange a modem, WE shall provide the customer with free-of-charge replacement equipment within several workdays.
This free-of-charge exchange is however subject to the customer, in consultation with WE, sending all terminal equipment affected by a disruption in an appropriate condition and suitably packaged to WE by post immediately upon receipt of the replacement equipment.

Wien Energie GmbH
Attn.: WAREHOUSE / LAGER
Haidequerstraße 1, 1110 Vienna

Service management does not apply to any terminal equipment not provided by WE.
The costs of any terminal equipment not returned to WE will be invoiced to the customer.

6. Termination

Any termination of the contract relating to the BUSINESS INTERNET primary connection shall automatically entail a termination of the BUSINESS 5G BACKUP contract.
Any termination of the contract relating to the BUSINESS 5G BACKUP contract shall not automatically entail a termination of the BUSINESS INTERNET primary connection.

After the termination of the contract, the equipment (modem, SIM card and related accessories) which remains the property of WE must be returned to the following address by post without delay:

Wien Energie GmbH
Attn.: WAREHOUSE / LAGER
Haidequerstraße 1, 1110 Vienna

The costs of any terminal equipment not returned to WE will be invoiced to the customer.

In the event of a termination prior to the minimum contract term expiring, the customer shall be required to pay the residual monthly fees payable for the period from the actual termination until the end of the minimum contract term. No residual fees shall be payable in the event of the contract being terminated for cause on the part of the customer (refer to Section 9.3, AGB BUSINESS).