Specifications and Remuneration Terms

BUSINESS MANAGED WLAN

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 MANAGED WLAN 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 MANAGED WLAN specifications and remuneration terms, which can be accessed (in German) at www.wienenergie/agb.

BUSINESS MANAGED WLAN offers BUSINESS INTERNET customers a comprehensive, centrally managed solution for complete and stable WLAN coverage in buildings or over large areas. Strategically located access points (AP) and continuous monitoring ensure a high level of network performance and reliability. This service encompasses the provision, configuration, monitoring and maintenance of the network infrastructure provided by Wien Energie.

2. Specifications

The contractual arrangement relating to BUSINESS MANAGED WLAN is exclusively between WE and the respective customer. As an add-on product, BUSINESS MANAGED WLAN cannot be sourced independently and is only available as an add on to BUSINESS INTERNET products.

BUSINESS MANAGED WLAN refers to a solution for providing and establishing a wireless network covering an entire area, such as an office building. The aim is to provide reliable and complete WLAN coverage in all areas. WLAN illumination, an additional analysis service provided subject to additional charges, makes it possible to identify those strategic locations where access points need to be installed in order to ensure a stable, high-performance connection throughout the entire area.

This service encompasses not only the installation of the hardware, such as routers and access points, but also the ongoing monitoring of network stability. Regular updates are also performed in addition in order to guarantee the up-to-date status of device firmware.

2.1 Description of services

In the context of the existing premises and building-specific circumstances, as well as the technical options available at the customer's premises, BUSINESS MANAGED WLAN includes the following services:

2.1.1 Planning and design

- **Site analysis and network design:** The performance of a chargeable WLAN illumination analysis to determine the optimal number and placement of the APs, including the technical feasibility in the course of an on-site inspection. The customer subsequently receives a detailed report with regard to the network design.

2.1.2 Provision of hardware

- **Access points (APs)**: Enterprise APs to cover the entire area (indoor and outdoor areas).
- **Router**: The central network device for forwarding data packets between networks.
- **Controller**: The central control unit for managing the APs
- **Switches**: Network switches in order to integrate the WLAN infrastructure into the customer network.

2.1.3 Installation and configuration

- **Installation**: Physical installation of the APs, router, controller and switches based on the findings of the WLAN illumination analysis.
- **Configuration**: Setup of the WLAN networks.

2.1.4 Features

- **Encryption**: Implementation of WPA2/3 encryption to safeguard wireless communication.
- **Basic firewall setup:** to prevent incoming access. (customer-specific modifications are possible, subject to agreement with WE).
- Installation of WLAN access for guests if required.
- Read access to the controller (full access possible, subject to agreement with WE).

BUSINESS MANAGED WLAN is available based on the following tariffs (plans):

Tariff	Number of APs	Coverage[1)]	Premises
BUSINESS MANAGED WLAN Standard	Up to 8	Up to 400 square meters	Limited to one floor
BUSINESS MANAGED WLAN Advanced	Up to 24	Up to 1,200 square meters	Multiple floors
BUSINESS MANAGED WLAN Solution [2)]	From 25 or special solutions	From 1,200 square metres	Multiple floors

1) The coverage stated is indicative only.
2) This tariff relates to a customizable solution which is only implemented as a project.

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 MANAGED WLAN contract (add-on), the minimum contract terms of the BUSINESS INTERNET shall be extended to coincide with the end of the minimum contract term of the BUSINESS MANAGED WLAN 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 provided by Wien Energie is a prerequisite for taking advantage of the BUSINESS MANAGED WLAN add-on.

A WLAN illumination analysis is a precondition for receiving BUSINESS MANAGED WLAN. This WLAN illumination analysis is provided by Wien Energie subject to a fee. This analysis determines the exact number of access points necessary as well as their optimal placement in order to ensure full network coverage. Building specifics are also evaluated in order to check the technical feasibility of implementation.
A power supply (230V, 16A max., 1Ph) is also required at the installation site of the central hardware components. This is to be provided by the customer. The WLAN access points are supplied with power via the central hardware components.

The customer is required to provide a current building and fire protection plan in order for the access point locations to be defined exactly. This acts as a basis for taking the specifics of the premises into account, for fire protection requirements and in order to avoid the installation of hardware in safety-critical areas (e.g. emergency exit routes, fire compartments, technical areas with special safety requirements). It is not possible to provide a commitment with regard to planning the positions of access points without these plans.

If, during the implementation of the project, it is determined that it is not possible to provide a standard solution due to technical or premise-specific issues, WE shall advise the customer of this without delay. In such a case, the customer shall have the option of requesting the product on a project basis subject to the BUSINESS MANAGED WLAN Solution tariff.

The provision and the smooth operation of the BUSINESS MANAGED WLAN service is subject to an available IPv4 address within the subnet allocated to the customer by WE. This must be made available to WE by the customer without restrictions for the entire duration of the contractual term and may not be used for or by other services or systems. This IPv4 address is a precondition for the successful implementation and fault-free operation of the service.

The customer shall be required to inform WE without delay, and in all cases before implementation, of any planned or actual later changes relating to construction, spatial or transmission issues relevant to the areas supplied with WLAN which could have an influence of WLAN coverage (in particular: the installation or removal of dividing walls, changes relating to furniture and fittings, such as metal shelving, the installation of large-scale machinery, the installation of additional wireless networks, significant changes to user/device density, sources of electromagnetic disruption). The customer shall itself refrain from making any changes to the network design and the relocation/modification of components installed by WE. Changes to the premises can have an impact on the WLAN performance originally documented.

3. Remuneration terms

All amounts set out here are exclusive of VAT.

3.1 Monthly fees

The following monthly fees will be charged based on the BUSINESS MANAGED WLAN tariff selected: The monthly fee is made up of a fixed fee plus an additional fee for access points (AP). The latter varies depending on the number of access points required.

The BUSINESS MANAGED WLAN Standard tariff provides the customer with the Basic Option (WiFi 6) for indoor access points. The BUSINESS MANAGED WLAN Advanced and Solution tariffs provide the customer with two different options for indoor access points based on the selection of the Basic Option (WiFi 6) and the Performance Option (WiFi 7). The BUSINESS MANAGED WLAN Solution tariff allows the customer to select the option of outdoor access points.

Tariff	Monthly fixed fee
BUSINESS MANAGED WLAN Standard	€ 49.90
BUSINESS MANAGED WLAN Advanced	€ 99.90
BUSINESS MANAGED WLAN Solution	Upon request

Tariff	Monthly fee per AP		
BUSINESS MANAGED WLAN Standard	€ 8.90[1)]		
BUSINESS MANAGED WLAN Advanced	€ 8.90[1)]	€ 12.90[2)]	
BUSINESS MANAGED WLAN Solution	€ 8.90[1)]	€ 12.90[2)]	€ 12.90[3)]

1) Basic Option: The Basic Option entails the provision of WLAN based on 802.11AX/WiFi 6.
2) Performance Option: The Performance Option entails the provision of WLAN based on 802.11BE/WiFi 7. This option is only available in connection with the tariffs BUSINESS MANAGED WLAN Advanced and Solution.
3) Outdoor access point: This option is only available in connection with the BUSINESS MANAGED WLAN Solution tariff.

Note: It is not permitted to combine the indoor access point options in connection with the BUSINESS MANAGED WLAN Advanced and BUSINESS MANAGED WLAN Solution tariffs.
Only one BUSINESS MANAGED WLAN tariff is available per customer site.

3.2 Setup fees

A one-time setup fee will be charged based on the BUSINESS MANAGED WLAN tariff selected. This setup fee covers the costs incurred (travel, setup, installation and configuration of the BUSINESS MANAGED WLAN solution and the documentation provided by WE). The setup fee is based on the specific circumstances at the customer site. The final setup fee can be calculated and offered to the customer after an on-site inspection.

Tariff	Setup fee
BUSINESS MANAGED WLAN Standard	Upon request
BUSINESS MANAGED WLAN Advanced	
BUSINESS MANAGED WLAN Solution	

Note: The installation of the tertiary cabling between the WE customer premises equipment (CPE) and the access points is included in the setup fee. Repairs and any maintenance work related to the tertiary cabling remains the customer's responsibility.

3.3 Other fees

A WLAN illumination analysis and an on-site inspection of the premises take place prior to the final implementation in order to determine the exact number of APs and their ideal positioning. This is key to ensuring reliable, high-performance WLAN coverage and the technical feasibility of the project (refer to Section 2.1.1).

The WLAN illumination analysis is necessary for the implementation of BUSINESS MANAGED WLAN products. The WLAN illumination analysis service can be commissioned separately without any commitment to implement a BUSINESS MANAGED WLAN product.

The following one-time fee will be charged for the WLAN illumination analysis. This fee includes an illumination analysis of up to 24 access points. Following an on-site inspection, an offer can be provided to the customer for the WLAN illumination solution option. This tariff is charged for over 25 access points or in the case of customized solutions.

Tariff	One-time fees
WLAN illumination fee	€ 1,990.00
WLAN illumination solution fee	Upon request

Note:
The findings of the WLAN illumination analysis relate solely to the circumstances pertaining to the premises and the transmission realities prevailing at the time of the analysis. Any subsequent changes with regard to the environment – particularly with regard to the addition or removal of installations (e.g. metal shelving), dividing walls or other construction features, the installation of large-scale machinery, significant changes to the density of users/devices and external sources of transmission disruption (e.g. additional transmission networks, electromagnetic interference) – can have a significant impact on WLAN performance and lead to deviations from the documented findings of the analysis. WE shall accept no responsibility for deviations in performance which are solely attributable to such subsequent changes or external sources of signal disruption. In such cases, a further WLAN illumination analysis will be required in order to restore WLAN coverage taking into account the new circumstances. This subsequent WLAN illumination analysis will be invoiced in accordance with the applicable valid remuneration terms as a separate service.

4. Service management & SLA

The standard valid performance criteria of WE are set out in the B2B service level agreement for telecommunication products (SLA BUSINESS). These specifications define the points which are specific to the BUSINESS MANAGED WLAN product.

A differentiation is made between wireless and cable-based connections. Wireless connections (WLAN) and access points are excluded from any service level agreements (SLA). Any efforts to address/resolve disruptions are based on the best-effort principle. The SLAs selected in connection with the BUSINESS INTERNET package apply to cable-based connections and network infrastructure.

In the event of a disruption which requires the exchange of hardware components, these shall be exchanged free-of-charge by WE within a few working days during the minimum contractual period.
Any end devices not provided by WE and the tertiary cabling between the WE CPE and the access points are excluded from service management.

5. Termination

Any termination of the contract relating to the BUSINESS INTERNET product shall automatically entail

a termination of the BUSINESS MANAGED WLAN contract.
Any termination of the contract relating to the BUSINESS MANAGED WLAN contract shall not automatically entail a termination of the BUSINESS INTERNET product.

Upon termination of the contract and the settlement of all payment obligations by the customer, the hardware provided shall transfer to customer ownership. Until this point in time, the hardware shall remain the property of WE. 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).