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- Firewall Managed Service

Gazette No.: 15/2005 Published on 15 Apr 2005

FIXED TELECOMMUNICATIONS NETWORK SERVICES LICENCE TELECOMMUNICATIONS ORDINANCE (Chapter 106)

In accordance with General Condition 20 of Fixed Telecommunications Network Services Licence, Hong Kong Broadband Network Limited (referred to as 'HKBN') hereby publishes the Tariff, Special Terms and Conditions of HKBN 'Firewall Managed Service' ('Service') with effect from and including 6th April 2005.

Charges of the Service

Services	Descr	ription	Charges
One-off Charges	1.	Installation Fee	HK\$5,000/visit
Rental Charge	1. 1	Firewall equipment	HK\$3,000/month
Monthly Charges		Service with 10 LAN User License Service with 25 LAN User License	HK\$400/month HK\$800/month
Value-Added Services	2. 3. 4. 1	Remote Access Users Anti-Virus Service Content Filtering Service Link Load Balance Intrusion Prevention Service	HK\$700/user/month HK\$300/month HK\$300/month HK\$300/month HK\$300/month
Other Charge	1. 1	Loss/damage of firewall equipment	HK\$8,000/unit

Special Terms & Conditions of the Service:

- 1. The Service shall only be available to selected corporate customers within selected locations ('Subscriber(s)') as may be specified by Hong Kong Broadband Network Limited ('HKBN') from time to time. The provision of the Service and the manner in relation to any such provision shall be subject to the sole discretion of HKBN.
- 2. Subscriber understands that the Service shall only be used with the equipment or hardware as may be specified or stipulated by HKBN from time to time ('Equipment').
- 3. Unless otherwise provided, Subscriber shall subscribe the Service for a minimum period as set out herein from the Service activation date ('Minimum Contract Period'). If the Service is terminated for whatever reasons during the Minimum Contract Period, Subscriber shall pay the Service Fee for the remainder of the Minimum Contract Period or the Installation Fee as set out herein as Cancellation Charge, whichever the higher.
- 4. Subject to clause 3 hereof, Subscriber may terminate the Service by giving at least thirty (30) days prior written notice to HKBN. Termination will take effect on the first day of the month immediate following the expiration of the 30 days notice period. No written confirmation will be given by HKBN upon such termination.
- 5. The monthly Service Fee will resume to the applicable standard rate at such time as designated by HKBN after the Minimum Contract Period.
- 6. The Equipment shall be on rental basis to the Subscriber. The rental of the Equipment shall be terminated upon the termination of the Service. HKBN reserves the right to terminate the rental of the Equipment to Subscriber at any time and for whatever reasons.
- 7. Subscriber shall return the Equipment to HKBN in good working conditions upon termination of the Service. HKBN may charge the Subscriber for a maximum amount of HK\$8,000 if the Equipment is not returned to HKBN upon termination of the Service or in case of any loss of or damage to the Equipment or any part thereof.

- 8. It shall not be HKBN's responsibility to repair or carry out any maintenance or replacement work if the Equipment or any part thereof is beyond repair.
- 9. HKBN will not be liable to the Subscriber for:
 - (i) any fault in other equipment the Subscriber uses;
 - (ii) any fault in the Equipment whether or not caused by Subscriber tampering with it, Subscriber's negligence or failure to follow HKBN's instructions.;
 - (iii) Subscriber's use of Equipment with any other equipment HKBN does not in advance authorize in writing.
- 10. Subscriber shall not permit or cause the Equipment to be repaired, serviced or otherwise attended to except by an authorized representative or agent of HKBN.
- 11. Upon the submission of the duly signed supplementary registration form for the Service to HKBN but before the installation of the Service, HKBN reserves all rights to charge Subscriber a handling charge of HK\$3,600.00 or any amount as shall be determined by HKBN from time to time, if Subscriber requests to withdraw the application for the Service.
- 12. Installation fee for the Service includes the fee for the first time on-site setup of the Service, including the installation of the Equipment. For any subsequent request for change of firewall rule configuration, additional charge of HK\$300 or any sum as stipulated by HKBN from time to time will be imposed on the Subscriber for each request. For greater clarity, each request for change of firewall rule configuration allows Subscriber to change a maximum of 5 firewall rules. For the purpose of this provision, request for change of firewall rule configuration means the change of firewall rules setting that may allow or deny IP network traffic passing through the firewall based on specified IP network address(es) and IP port(s).
- 13. HKBN is not the supplier/ manufacturer of the Equipment and does not warrant for any defect and problem of the Equipments and any loss or damage arising from the use of the Equipment.
- 14. Subscriber acknowledges that the Service is not error free nor 100% protected from computer attack, interruption of the activities of hackering, computer attack or the disruption or suspension of the Subscribers' computer or any part. Subscriber agrees to waive any claims for damage and loss of any kinds against HKBN as a result of using the Service.
- 15. The Subscriber acknowledges that HKBN requires 1 working day at most to install the Service and the Equipment. An extra fee of HK\$1,500 shall be chargeable to the Subscriber if the time for installing the Service and/or the Equipment exceeds 1 working day and the same is caused by the Subscriber or such other reasons which is beyond HKBN's reasonable control.
- 16. Subscriber shall have to serve HKBN at least 3 working days prior notice if the Subscriber wants to change the scheduled time for installation and/or maintenance of the Service.
- 17. This Terms and Conditions shall be subject to the General Terms and Conditions of HKBN and Special Terms and Conditions of Business Broadband Network Services and Subscriber agrees to abide by all the terms and conditions stated therein as may be in force from time to time. If there is any inconsistency between them, the priority of these documents shall be (i) this Terms and Conditions; (ii) Special Terms and Conditions of Business Broadband Network Services; and (iii) General Terms and Conditions of HKBN.