

SERVICE TERMS FOR INTERNATIONAL CABLE INTERCONNECTION -

Capitalized terms are defined in the Definitions in these Service Terms or, if not, have the same meaning as in the General Terms. A reference to a numbered clause means a clause in these Service Terms.

Signed by the authorised representative of
(Customer)

Signed by the authorised representative of

Signature of Authorised Representative

Signature of Authorised Representative

Name of Authorised Representative (Print)

Name of Authorised Representative (Print)

Position

Position

Date: _____

Date: _____

PART A

1. DEFINITIONS

In these **Service Terms**:

Actual Delivery Date means the date the Customer is notified by that the Service is available.

Cable System means each cable system set out in Appendix 2 to these **Service Terms** as up-dated from time to time by

Estimated Delivery Date (EDD) means the date specified in the Customer Order as the target date for delivery of a Service.

Firm Delivery Date (FDD) means the date notified by to the Customer after receipt of the Customer Order by which guarantees delivery of the Service.

ICI or Interconnection means an interconnection between two points in the cable station which forms part of the Service.

In-Span Fibre Service Terms means the Service Terms of Cable Station In-Span Fibre as agreed between the parties under this Agreement.

Licensed External Facilities Services Provider means a person which holds a 'Fixed Telecommunications Network Services (FTNS) Licence' or a 'Fixed Carrier Licence' or 'Unified Carrier Licence' for the provision of cable-based External FTNS issued pursuant to the Telecommunications Ordinance.

Monthly Recurring Charge (MRC) means the fixed monthly recurring charge for the Service as stated in the Charges section of the Customer Order.

Service has the meaning given in clause 2.1.

Service Commencement Date means the Actual Delivery Date.

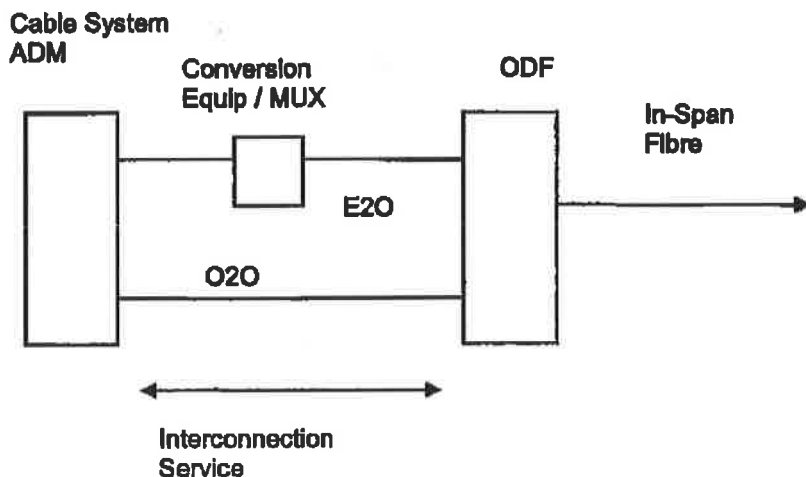
means the submarine cable station operated by
Hong Kong.

Point of Interconnect (POI) means the point that the in-span fibre used by the Customer under the In-Span Fibre Service Terms terminates on the ODF in the Building.

2. SERVICE

- 2.1 shall provision interconnect and/or conversion equipment to connect the Customer's co-located equipment via the In-Span Fibre to the capacity acquired by the Customer in the Cable System landed in ("Service"). The configuration of the provision is shown in the following diagram:

Cable Station Interconnection Service



- 2.2 For the avoidance of doubt, the Service excludes acquisition of capacity in the Cable System and related circuit restoration and re-configuration. The Customer has to arrange for itself the right of use of circuit capacity in the Cable System landed in . . .

3. SERVICE PROVISIONING

- 3.1 will provide the following:
- (a) conversion and interconnect equipment and ODFs;
 - (b) interconnection to the Cable System from the . . . -ODF via:
 - (i) electrical to optical conversion and interconnect equipment (E2O). This is based on STM-1 electrical signal being converted to an STM-1 optical signal;
 - (ii) electrical to optical conversion, muxing and interconnect equipment (E2O Conversion and MUXing). This is based on sub STM-1 electrical signal from the Cable System being converted and mapped to an STM-1 optical signal; or,
 - (iii) optical fibres (O2O). Used where the signal from the Cable System is optical;

- (c) interworking testing of the Customer's equipment with conversion and interconnect equipment; and
 - (d) any other requirements agreed between [redacted] and the Customer.
- 3.2 For O2O the Interconnection with the Customer's equipment will be on a fibre pair basis irrespective of the bandwidth.
- 3.3 For E2O Conversion and MUXing [redacted] shall provide interconnect equipment to connect the cable capacity acquired by the Customer, which is below or not full STM-1, to a physical STM-1 interface for connection to the Customer's co-location equipment. [redacted] will perform new assignment, re-configuration and deletion of E1 or T3 capacity as requested by the Customer in consideration of the payment to [redacted] by the Customer as set out in Appendix 1 to these Service Terms.
- 3.4 For E2O [redacted] shall provide conversion equipment to provide electrical to optical conversion function only. For E2O the Interconnection with the Customer's equipment will be provided at increments of STM-1 optical level in relation to the Cable System, allowing connection to cable capacity acquired by the Customer, which is in full STM-1 increments. The E2O interconnection Service connects to the Cable System with an electrical STM-1 interface and converts this to an optical STM-1 for connection to the POI.
- 3.5 Save for in cases of emergency (in which case [redacted] shall give the Customer as much notice in advance as practicable in the circumstances), [redacted] shall not rearrange, disconnect, remove, repair or otherwise interfere with the Customer's equipment installed for the purpose of connection to the Service unless agreed by the Customer or otherwise provided for under this Agreement.

4. TERMS OF INTERCONNECTION SERVICE

- 4.1 The Service shall be provided by [redacted] subject to execution of the In-Span Fibre Service Terms by the parties. The parties agree that if the In-Span Fibre Service Terms terminates or expires, this Agreement shall also terminate. Where the In-Span Fibre Service Term is terminated by the Customer for convenience, or by [redacted] due to a breach by the Customer, the Customer must pay a cancellation charge for all interconnection Services still subject to a Minimum Commitment Period, calculated by multiplying the months (including parts thereof) remaining in the Minimum Commitment Period by the MRC.
- 4.2 The use of the Service for the purpose of routing transit traffic is subject to:
- (a) agreement being reached between [redacted] and the Customer on the terms and conditions of the transit routing;
 - (b) the Customer receiving written consent to the transit routing from [redacted]; and
 - (c) the Customer receiving written consent from the third party cable capacity owner, and such consent is evidenced to [redacted] if requested.
- 4.3 The Customer may use the Service, in accordance with the terms and conditions of this Agreement for the purpose of operating external telecommunications circuits using submarine cable capacity that has been acquired, leased or

otherwise from a third party whether or not that third party is a Licensed External Facilities Provider, provided that:

- (a) all necessary approvals, instructions and notifications from the relevant cable system consortium, to the extent they are required, have been obtained by the Customer;
- (b) the Customer has obtained all rights of use for the relevant submarine cable capacity from the third party owner; and
- (c) the Customer complies with all laws and regulations, and has obtained all permits and licences related to the operation of such external telecommunications circuits.

4.4 Subject to clause 9.4 of the General Terms, the Customer agrees to indemnify, defend and hold [redacted], its related entities, employees, agents and representatives harmless from damages, liabilities, losses or expenses (including reasonable legal fees and expenses) suffered, incurred or paid to the extent arising from or in connection with:

- (a) the Customer's use of the Service; or
- (b) the proper performance by [redacted] of any work, activities or maintenance requested by Customer.

For the avoidance of doubt, the liabilities specified in this clause 4.4 include liabilities that may arise in respect of [redacted] obligations under any cable system consortium agreements, to which it or its related entities are a party.

PART B

5. ORDERING AND CHARGES

5.1 The Customer shall sign a completed Customer Order for each Service, or for any variation, termination or reconfiguration to an existing Service, it wishes to acquire. [redacted] shall notify the Customer as soon as reasonably practicable after receipt of a Customer Order that it either:

- (a) accepts the Customer Order in which case the EDD becomes the FDD; or
- (b) rejects the Customer Order and proposes a FDD that differs from the EDD which the Customer may reject within [redacted]-Business Days, otherwise the Customer Order and proposed FDD is deemed accepted.

5.2 If the Customer Order is accepted under clause 5.1(a) or (b), the Customer Order shall be effective as at the date of such acceptance.

5.3 The Customer Order shall set out both the Non-Recurring Charges (NRC) and MRC.

5.4 The NRC shall be invoiced by [redacted] after the Service Commencement Date. The MRC are invoiced monthly in advance on and from the Service

Commencement Date. Charges are payable and in accordance with the General Terms.

- 5.5 The Minimum Commitment Period for the relevant Service is ~~12 months~~ unless otherwise set out in the Customer Order commencing from the Service Commencement Date for the relevant Service.
- 5.6 If the Customer cancels its request for the Service at any time before the Service Commencement Date, the Customer must pay ~~the NRC~~ of the NRC as a genuine pre-estimate of loss and not as a penalty.
- 5.7 If the NRC has already been paid in full by the Customer, the Customer is not entitled to a refund of any of the NRC.
- 5.8 If a Customer Order is terminated after the Service Commencement Date but before the expiry of the Minimum Commitment Period of the Service:
- (a) by the Customer for convenience;
 - (b) by ~~the Customer~~ for the Customer's breach; or
 - (c) under clause 4.1 where termination of the In-Span Fibre Service Terms is as a result of termination for convenience by the Customer or breach by the Customer;

the Customer must pay a cancellation charge calculated by multiplying the months (including parts thereof) remaining in the Minimum Commitment Period by the MRC.

5.9 Charge Adjustment:

- (a) After the Minimum Commitment Period, the charges set out in Appendix 1 may be increased by ~~1%~~ each year in accordance with any increase in the Composite Consumer Price Index (CPI) in Hong Kong as published by the Census and Statistics Department of Hong Kong.
- (b) If ~~the CPI~~ increases the charges in accordance with clause 5.9(a), the revised charges will apply from 1 January each year based on the CPI increase during the previous 12 months from 1 September to 31 August rounded up to the nearest HKD100.

For example revised pricing to apply from January 2011 would be calculated as follows:

If $B > A$ then revised charge = current charge $\times (B/A)\%$ rounded up to nearest HKD100

Where:

A is the CPI Index figure

B is the CPI Index figure

- (c) The revised charges will apply to:
 - (i) all new orders; and
 - (ii) existing Services after their Minimum Commitment Periods expire.

No adjustment will be made if the charges calculated in accordance with the adjustment would be lower than the amount prior to the adjustment.

PART C

6. TRANSITION OF EXISTING SERVICES

- 6.1 Interconnection Services that exist prior to the Effective Date shall be treated as follows:**
- (a) from the first day of the month following the month in which this Agreement becomes effective the MRC for existing Services shall be revised to the MRC set out in Appendix 1;**
 - (b) the Minimum Commitment Period applicable to each Service shall remain unchanged. For avoidance of doubt the Minimum Commitment Period for existing O2O Services shall be Month.**

- End -

INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS

Appendix 1

ICI Charges

E2O pricing effective

Standard contract - month MCP with month to month rollover

E2O Conversion only

Standard 10 Business Day lead time

	NRC (HKD)	MRC (HKD)
STM1	6,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 1 Expedite: 6-9 Business Days

	NRC (HKD)	MRC (HKD)
STM1	9,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 2 Expedite: 3-5 Business Days

	NRC (HKD)	MRC (HKD)
STM1	12,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion and

MUXing

Standard 10 Business Day lead time

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD)*
STM1	20,000	10,000	2,000
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O Conversion and MUXing

Level 1 Expedite: 6-9 Business Days

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD)*
STM1	30,000	10,000	3,000
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O Conversion and MUXing

Level 2 Expedite: 3-5 Business Days

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD)*
STM1	40,000	10,000	4,000
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O pricing

Short term contract - month MCP with month to month rollover

E2O Conversion only

Standard 10 Business Day lead time

-	NRC (HKD)	MRC (HKD)
STM1	9,000	4,500
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 1 Expedite: 6-9 Business Days

-	NRC (HKD)	MRC (HKD)
STM1	13,500	4,500
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 2 Expedite: 3-5 Business Days

-	NRC (HKD)	MRC (HKD)
STM1	18,000	4,500
STM4	NA	NA
STM16	NA	NA

**E2O Conversion and
MUXing
Standard 10 Business Day lead time**

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD) *
STM1	30,000	15,000	3,000
STM4	NA	NA	NA
STM16	NA	NA	NA

**E2O Conversion and
MUXing
Level 1 Expedite: 6-9 Business Days**

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD) *
STM1	45,000	15,000	4,500
STM4	NA	NA	NA
STM16	NA	NA	NA

**E2O Conversion and
MUXing
Level 2 Expedite: 3-5 Business Days**

Port	NRC (HKD)	MRC (HKD)	Each E1/T3 NRC (HKD) *
STM1	60,000	15,000	6,000
STM4	NA	NA	NA
STM16	NA	NA	NA

- * Charge is per each new assignment, re-configuration or deletion of E1 or T3 capacity within connected STM-1s capacity

O2O pricing
Standard contract - 12 month MCP with month to month rollover

O2O
Standard 10 Business Day lead time

	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	4,000	1,200
STM1 - 4 cores	8,000	2,400
STM4 - 2 cores	4,000	1,200
STM4 - 4 cores	8,000	2,400
STM16 - 2 cores	4,000	1,200
STM16 - 4 cores	8,000	2,400
STM64 - 2 cores	4,000	1,200
STM64 - 4 cores	8,000	2,400

O2O
Level 1 Expedite: 6-9 Business Days

	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	6,000	1,200
STM1 - 4 cores	12,000	2,400
STM4 - 2 cores	6,000	1,200
STM4 - 4 cores	12,000	2,400
STM16 - 2 cores	6,000	1,200
STM16 - 4 cores	12,000	2,400
STM64 - 2 cores	6,000	1,200
STM64 - 4 cores	12,000	2,400

O2O
Level 2 Expedite: 3-5 Business Days

	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	8,000	1,200
STM1 - 4 cores	16,000	2,400
STM4 - 2 cores	8,000	1,200
STM4 - 4 cores	16,000	2,400
STM16 - 2 cores	8,000	1,200
STM16 - 4 cores	16,000	2,400
STM64 - 2 cores	8,000	1,200
STM64 - 4 cores	16,000	2,400

O2O pricing effective
Short term contract - month MCP with month to month rollover

O2O
Standard 10 Business Day lead time

-	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	6,000	1,800
STM1 - 4 cores	12,000	3,600
STM4 - 2 cores	6,000	1,800
STM4 - 4 cores	12,000	3,600
STM16 - 2 cores	6,000	1,800
STM16 - 4 cores	12,000	3,600
STM64 - 2 cores	6,000	1,800
STM64 - 4 cores	12,000	3,600

O2O
Level 1 Expedite: 6-9 Business Days

-	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	9,000	1,800
STM1 - 4 cores	18,000	3,600
STM4 - 2 cores	9,000	1,800
STM4 - 4 cores	18,000	3,600
STM16 - 2 cores	9,000	1,800
STM16 - 4 cores	18,000	3,600
STM64 - 2 cores	9,000	1,800
STM64 - 4 cores	18,000	3,600

O2O
Level 2 Expedite: 3-5 Business Days

-	NRC (HKD)	MRC (HKD)
STM1 - 2 cores	12,000	1,800
STM1 - 4 cores	24,000	3,600
STM4 - 2 cores	12,000	1,800
STM4 - 4 cores	24,000	3,600
STM16 - 2 cores	12,000	1,800
STM16 - 4 cores	24,000	3,600
STM64 - 2 cores	12,000	1,800
STM64 - 4 cores	24,000	3,600

- End -

INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS

Appendix 2

Cable Systems