

GENERAL TERMS ID No.
SERVICE TERMS ID No.

CABLE STATION INTERCONNECTION AGREEMENT

PARTIES

1.

2.

RECITALS

- A. The Customer is a telecommunications provider in Hong Kong who wishes to colocate certain telecommunications equipment at the Cable Station, where the principal purpose of such Equipment is to provide Hong Kong termination or transit of international cable capacity and other purposes as permitted under clause 3 of this Agreement.
- B. _____ is the owner of the Cable Station and agrees to provide to the Customer such interconnection services in accordance with the terms and conditions of this Agreement.
- C.

OPERATIVE TERMS

1. SCOPE OF AGREEMENT

- 1.1 _____ agrees to provide the Interconnection Services from time to time to the Customer. The provision of such services is subject to the completion of a Customer Order by the Customer and written acceptance of such order by _____.
- 1.2 For the avoidance of doubt, the provision of services under this Agreement excludes acquisition of capacity in the Cable System and related circuit restoration and re-configuration. The Customer has to arrange its own rights of use of circuit capacity in the Cable System.
- 1.3 The Customer acknowledges that its interconnection with the Cable System is subject to the agreement of, and conditions imposed by, the operator of that Cable System.

- 1.4 warrants and represents to the Customer that:
- (a) has or shall make all necessary approvals, consents, permits, licenses, leases, authorisations or arrangements with the appropriate governmental authorities in Hong Kong and with other entities so that can lawfully provide Interconnection Services under this Agreement to the Customer under this Agreement; and,
 - (b) shall provide the Interconnection Services in accordance with and meet all the requirements set out in the Interconnection Service Specifications.

2. CUSTOMER ORDER PROCESS

- 2.1 Any variation, termination or reconfiguration to an existing Interconnection Service may only be agreed by the parties by way of the Customer completing a Customer Order and written acceptance of such order by
- 2.2 shall notify the Customer as soon as reasonably practicable after receipt of a Customer Order (but in any event not later than Business Days after receipt of the said Customer Order) that it either:
- (a) accepts the Customer Order in which case the Estimated Delivery Date becomes the Firm Delivery Date; or
 - (b) rejects the Customer Order and proposes a Firm Delivery Date that differs from the Estimated Delivery Date which the Customer may reject within Business Days, otherwise the Customer Order and proposed Firm Delivery Date is deemed accepted.
- 2.3 If the Customer Order is accepted under clause 2.2(a) or (b), the Customer Order shall be effective as at the date of such acceptance.
- 2.4 The Customer Order shall set out both the NRC and MRC.
- 2.5 The NRC shall be invoiced by after the acceptance of the Customer Order. The MRC is payable monthly in advance on and from the Service Commencement Date.
- 2.6 The Minimum Commitment Period for the Interconnection Service is months unless otherwise set out in the Customer Order commencing from the Service Commencement Date for the Interconnection Service.
- 2.7 The Customer may terminate a Customer Order for convenience at any time before the Service Commencement Date, provided the Customer pays of the NRC as a genuine pre-estimate of loss (and not as a penalty) in full and final settlement of such termination and as sole and exclusive remedy. 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.
- 2.8 The Customer may terminate a Customer Order for convenience after the Service Commencement Date but before the expiry of the Minimum Commitment Period provided the Customer pays the Cancellation Charges as a genuine pre-estimate of loss (and not as a penalty) in full and final settlement of such termination and as sole and exclusive remedy. The payment shall be a single lump sum.
- 2.9 Each Customer Order shall be effective on the date accepts the Customer Order under clauses 2.2(a) or (b) and continues for the Minimum Commitment Period. For the avoidance of doubt, unless specified otherwise, nothing in this Agreement obliges to accept any given Customer Order.
- 2.10 At the expiry of the Minimum Commitment Period, the Customer Order shall continue to be effective indefinitely on a month by month basis unless terminated with days written notice by the Customer or by

3. RESALE AND SUBLEASE PROHIBITION

- 3.1 Except to the extent expressly permitted under this Agreement, the Customer must not resell, or sublease or share (or permit to be resold, subleased or shared) the Interconnection Services to or with any third party without prior written consent (which consent shall not be unreasonably withheld or delayed).
- 3.2 Notwithstanding its discretion under clause 3.1, agrees that it shall provide its reasonable consent in accordance with clause 3.1, provided that:
- (a) Customer ensures that such resale or sublease or share is for the principal purpose of terminating or backhauling of submarine cable capacity activated by a Licensed External Facilities Services Provider with proper approvals from the relevant consortium or owner or licensor of the submarine cable system and/or other purposes as permitted under this clause 3;
 - (b) the terms and conditions in respect of the charges and allocation of liability for the resale or sublease or sharing are agreed between and the Customer before the Customer resells or subleases to or shares with the Licensed External Facilities Services Provider; and
 - (c) has received written evidence of the resale or sublease or sharing arrangement between the Customer and the Licensed External Facilities Services Provider before the arrangement becomes effective.
- 3.3 The Customer may use the Interconnection Services for the purpose of entering into arrangements with a third party, whether or not that third party is a Licensed External Facilities Services Provider to transit traffic into and out of Hong Kong routed through submarine cable capacity owned by that third party provided that:
- (a) the transit traffic is only routed into and out of Hong Kong and is not terminated by, or delivered to end customers of, the Customer or any other party in Hong Kong; and
 - (b) the transit traffic is routed through dedicated circuits of the Customer and adequate measures, in the reasonable opinion of are taken by the Customer to ensure that breakout of the traffic into Hong Kong will not be permitted or otherwise occur; and
 - (c) all necessary approvals, instructions and notifications from the relevant cable system consortium or owner or licensor, to the extent they are required, and that third party for the landing of the submarine cable capacity in Hong Kong in connection with the transit arrangement have been obtained by the Customer or that third party.
- 3.4 The Customer's use of the Interconnection Services for the purpose of routing transit traffic under clause 3.3 is subject to:
- (a) agreement being reached between and the Customer on the terms and conditions of the transit routing (which consent shall not be unreasonably withheld or delayed); and
 - (b) the Customer receiving written consent from the third party cable capacity owner, or lessor, and such consent is evidenced to if requested.
- 3.5 The Customer may use the Interconnection Services 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 or owner or licensor, to the extent they are required, have been obtained by the Customer or that third party;

- (b) the Customer has obtained all rights of use for the relevant submarine cable capacity from the third party owner or lessor; and
- (c) the Customer complies with all applicable laws and regulations, and has obtained all Permits including licences related to the operation of such external telecommunications service.

4. CUSTOMER'S RESPONSIBILITIES

Information

- 4.1 Customer warrants that, to the best of its knowledge, all Information it provides to under this Agreement is accurate and complete. will be entitled to rely on all decisions and approvals of Customer.

Permits

- 4.2 Unless specified otherwise in this Agreement:
- (a) Customer will obtain and maintain for the duration of this Agreement any and all Permits required to use the Interconnection Services; and
 - (b) Customer will provide and maintain any notification, payment, guarantee, undertaking or security required by any government authority, any environmental or local bodies representing affected persons or special interests, or under any applicable laws or regulations in connection with the Permits required to use the Interconnection Services.
- 4.3 Customer will inform on a regular basis and upon request of the progress in obtaining, renewing, or any changes to, any and all Permits and must inform promptly upon the occurrence of any delays or adverse conditions that may affect Customer's ability to obtain or maintain the Permits by the required dates.

5. EXCLUSIONS TO LIABILITY

- 5.1 shall not be liable for any theft, damage or loss to Customer Equipment while located within the Cable Station, except to the extent caused by negligence and wilful misconduct, and then only to the extent that such theft, damage or loss is covered by policies of insurance.
- 5.2 shall not be liable under this Agreement for any Interconnection Service delay, degradation or unavailability due to:
- (a) suspension of the Interconnection Service in accordance with this Agreement and exercisable by pursuant to clause 7.2 (but excluding the suspension set out in clause 7.2(a)(v) where has intentionally prolonged maintenance without good reason);
 - (b) the Customer failing to release or make available the Interconnection Service for maintenance;
 - (c) faults or delays caused by the Customer or third party operators' equipment (which third party operators are engaged by the Customer with respect to its use of the Interconnection Services);
 - (d) scheduled maintenance notified in accordance with this Agreement or any other interruptions or service changes agreed by and the Customer;

- (e) any act or omission by the Customer, its agents, or contractors including failure to comply with and observe procedures or service guides or unavailability of relevant personnel at times necessary for testing or connection;
- (f) for the avoidance of doubt, Force Majeure Events and Regulatory Events.

6. PAYMENTS

Charges

- 6.1 In consideration for the performance of obligations under this Agreement, the Customer must pay the Charges to , subject to the provisions in this clause 6, calculated in accordance with the Pricing Table.
- 6.2 The Charges set out in the Pricing Table will be increased by each year, by giving as much notice as is reasonably practicable and if possible days given the availability of CPI data, 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. Failure to give sufficient notice on the part of will not affect the legal effectiveness of right to increase the Charges each year. Customer may not rely on the length of notice as an excuse for any failure to perform Customer's obligations to pay for the Charges or revised charges under this Agreement.
- 6.3 If increases the charges in accordance with clause 6.2, the revised charges will apply from 1 January each year based on the CPI increase during the previous year from 1 September to 31 August rounded up to the nearest HK\$100.

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 HK\$100

Where:

A is the CPI Index figure for

B is the CPI Index figure for

- 6.4 The revised charges will apply to:
 - (i) all new orders; and
 - (ii) existing services as their Minimum Commitment Period expire.
- 6.5 No adjustment of Charges under this Agreement will be made if any Charges calculated in accordance with the adjustment would be lower than the amount prior to the adjustment.

Taxes

- 6.6 The Charges do not include any Tax. shall be entitled to charge an additional amount equal to any Tax applicable to the Service or Charges. The Customer shall not be liable for any Taxes on income that are levied on in connection with the Charges received under this Agreement.
- 6.7 The Customer shall make each payment of Charges to without any set off or counterclaim, unless the parties agree and execute a separate set off arrangement which allows the Customer to set off such payments, and without deduction or withholding of any

Taxes. If at any time an Applicable Law obliges the Customer to make a deduction, withholding or payment in respect of Taxes from any amount paid or payable to _____, the Customer shall:

- (a) notify _____ of the obligation as soon as the Customer becomes aware of it;
- (b) ensure that the deduction, withholding or payment does not exceed the minimum amount required by the Applicable Law;
- (c) pay to the relevant government agency the full amount of the deduction, withholding or payment by the due date and promptly deliver to _____ a copy of any receipt, certificate or other proof of payment satisfactory to _____; and,
- (d) reimburse _____ against the deduction, withholding or payment in respect of any amount paid or payable to _____ by paying _____, at the time that the payment to _____ is due, an additional amount that ensures that, after the deduction or withholding is made, _____ receives a net sum equal to the sum it would have received if the deduction or withholding had not been made.

6.8 The reimbursement in clause 6.7(d) shall not apply to any Tax deduction or withholding that is entitled to subsequently recover from the relevant government agency.

Billing and Invoicing

6.9 The Customer shall pay the whole amount of the Charges shown on each Statement:

- (a) directly by electronic transfer to the bank account notified by _____ or such other means as the parties may agree in writing;
- (b) within _____ days of the date of the Statement; and
- (c) in Hong Kong dollars unless otherwise specified on the Customer Order.

6.10 The Customer shall pay interest, calculated daily at the Interest Rate, on any overdue amount owed to _____ from the date payment is due until payment in full is made.

6.11 _____ may include Charges omitted from an earlier Statement in a subsequent Statement, provided that _____ invoices the Customer for the omitted Charges within _____ months of the date of the Statement from which the Charges were omitted.

6.12 _____ may with prior written notice to the Customer deduct from any money owed by _____ or _____ to the Customer with respect to the Customer's provision of telecommunications services including but not limited to voice termination services and/or local circuit any amount owed by Customer to _____.

Billing Disputes

6.13 The Customer shall notify _____ of any Billing Dispute ("Billing Dispute Notice") by specifying:

- (a) the Statement in dispute;
- (b) the Charges which are the subject of the Billing Dispute ("Disputed Amount"); and
- (c) the reasons for the Billing Dispute and the facts on which the Customer relies.

6.14 The Billing Dispute Notice must be received by _____ within _____ days of the date of the Statement, otherwise the relevant Statement is deemed accepted.

6.15 Where a Billing Dispute is notified under clause 6.13:

- (a) the Customer may withhold the Disputed Amount but shall pay the balance of the

Statement;

- (b) shall review the Billing Dispute Notice in good faith in order to resolve the Billing Dispute as soon as practicable; and
 - (c) the Customer shall provide all cooperation reasonably requested by in order to review and evaluate the Billing Dispute.
- 6.16 will notify the Customer of its determination within days of receipt of the Billing Dispute Notice (“**Billing Dispute Response**”), provided that failure to notify the Customer of a Billing Dispute Response shall not constitute an acceptance of the Disputed Amount or a waiver of any of rights under this Agreement.
- 6.17 If the dispute is not resolved by the Billing Dispute Response, either party may enforce its rights and seek any remedy it has under this Agreement, subject to clause 13.1.
- 6.18 Where a Statement is accepted (whether deemed or otherwise), then may sue upon the amount due (“**Debt**”) in any court of competent jurisdiction and, at option, under the law of that jurisdiction without reference to its conflicts of law principles.
- 6.19 Any Disputed Amount determined to be payable to , in whole or in part, shall accrue interest at the Interest Rate from the date originally due until paid in full.
- 6.20 Where a Statement has been accepted (whether deemed or otherwise) and the Customer has reason to believe there has been a billing error in that Statement, the Customer may, within months of the date of the Statement, make a claim for the error to be corrected by amendment to a subsequent Statement, in accordance with clause 14 (Dispute Resolution). If no claim is made within months of the date of a Statement, the Customer agrees to waive any such claims relating to the Statement.

7. **SUSPENSION**

- 7.1 Except in cases of emergency (in which case shall give the Customer as much notice in advance as practicable in the circumstances), shall not rearrange, disconnect, remove, repair or otherwise interfere with the interconnection provided under this Agreement unless agreed by the Customer or otherwise provided for under this Agreement.
- 7.2 may exercise any Remedy with respect to the Interconnection Services:
- (a) on as much notice as is reasonably practicable (if any) until further notice to the Customer in the following circumstances:
 - (i) to comply with an order, instruction or request of a government agency, emergency service or other competent authority; or
 - (ii) to reduce or prevent fraud or interference within the Network; or
 - (iii) in respect of a Regulatory Event, the parties have been unable to negotiate variations to this Agreement as may be required by a Regulatory Event or reasonably believes that continued supply of the Interconnection Services would, as a result of the Regulatory Event, expose to significant risk of adverse legal or economic consequences; or
 - (iv) to carry out or comply with obligations as a landing party for an international submarine cable system or interconnection or facilities access obligations under any Applicable Laws including, if no other suitable space is available in the Cable Station, to provide Colocation Space in the Cable Station to facilities-based telecommunication service providers for the purpose of interconnecting with capacity on any international submarine cable system at the Cable Station; or
 - (v) to carry out repairs, maintenance, servicing or upgrading of any equipment, software or facility forming part of Network, whether planned or

required due to an emergency, provided that shall have no right to terminate the Interconnection Services in order to carry out such activities.

- 7.3 In the event of any suspension, de-activation, restriction or termination pursuant to clause 7.2, shall use reasonable endeavours to minimize disruption to the Customer when reasonably sees fit and reinstate the Interconnection Service as efficiently as possible.
- 7.4 If exercises its rights pursuant to clause 7.2(a)(iv), shall provide Customer with as much notice as reasonably practicable, where possible months' advance written notice.
- 7.5 If exercises its rights pursuant to clause 7.2(a)(v), shall provide Customer with as much notice as is reasonable practicable under the circumstances for the Customer to prepare for the event.
- 7.6 For a breach of this Agreement involving payment of Charges by the Customer:
- (a) if the breach continues for Business Days after has given days prior written notice of the breach to the Customer, may suspend any or all of the Interconnection Services under this Agreement; and
 - (b) if the breach continues for days after has given notice of the breach to the Customer, may terminate this Agreement (including all or some Interconnection Services, at reasonable discretion) immediately on notice to the Customer.
 - (c) If exercises its right of termination for breach pursuant to clause 7.6(b) prior to the end of the Minimum Commitment Period in respect of any particular Interconnection Service, then the Customer shall pay the applicable Cancellation Charges for that Interconnection Service as a genuine pre-estimate of loss and not as a penalty. The payment shall be a single lump sum.
- 7.7 If exercises a Remedy under this Agreement, may charge the Customer a Reconnection Fee to reverse any action taken under a Remedy.

8. FORCE MAJEURE

- 8.1 If a party is unable to perform any obligation under this Agreement because of a Force Majeure Event, that party shall have no liability to the other party for the failure to perform, unless the failure to perform is a failure to pay Charges. The party unable to perform shall notify the other party as soon as practicable, and shall use all reasonable endeavours to avoid, mitigate and remedy the consequences of the Force Majeure Event.
- 8.2 shall have no liability to the Customer for failing to supply an Interconnection Service in the event of:
- (a) a refusal or delay by a third party through no fault of to supply a telecommunications service to and where there is no alternative service available at reasonable cost; or
 - (b) a Regulatory Event,
- provided that shall use reasonable endeavours to minimize disruption to the Customer or recover from disruption.

9. CONFIDENTIALITY

- 9.1 This Agreement and all information in whatever form disclosed by one party to the other in connection with this Agreement, or during the negotiations preceding this Agreement ("Confidential Information") shall be kept secret and confidential and treated at least as

securely as the receiving party's own Confidential Information and may only be disclosed or used with the prior consent of the disclosing party.

- 9.2 Despite clause 9.1, the receiving party may:
- (a) disclose the Confidential Information to its officers, employees, contractors, professional advisers or Affiliates, provided that they do not further disclose the Confidential Information except in accordance with this clause 9; and
 - (b) use the Confidential Information for the purposes of this Agreement.
- 9.3 A party may disclose or use the Confidential Information without consent of the other party if the Confidential Information is:
- (a) lawfully in the possession of the receiving party through sources other than the disclosing party; or
 - (b) generally and publicly available (except where such availability is due to a breach of the Agreement); or
 - (c) such disclosure or use is:
 - (i) required or authorised by an Applicable Law; or
 - (ii) required by the listing rules of a stock exchange on which the receiving party's securities or the securities of an Affiliate of the receiving party are or will be listed or quoted; or
 - (iii) strictly required in connection with legal proceedings or a dispute resolution procedure relating to this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence or the negligence of its Representatives while acting in the course of their employment.
- 10.2 Except as expressly provided herein, makes no warranty, express or implied by statute, common law or otherwise, to Customer or any end user as to quality, merchantability or fitness for any particular purpose of the Interconnection Services. All such warranties are hereby expressly excluded and disclaimed to the fullest extent permitted by Applicable Law.
- 10.3 Subject always to the contractual obligations to make payments pursuant to the terms of this Agreement, neither party shall be liable to the other party in contract, tort or otherwise, including, without limitation, any liability for negligence or for breach of statutory duty for:
- (a) any loss of revenue, business, contracts, profits, cost of cover or anticipated savings; or
 - (b) any indirect, incidental, special or consequential damages or loss of goodwill, howsoever arising.
- 10.4 Notwithstanding anything to the contrary in this Agreement, except in the case of death or personal injury, maximum aggregate liability arising out of or in connection with this Agreement shall be limited to an amount equal to paid by Customer for all liability arising out of or in connection with this Agreement. If a number of events give rise substantially to the same loss, then they shall all be regarded as giving rise to only one claim under this Agreement.
- 10.5 Notwithstanding anything to the contrary in this Agreement, except in the case of death or personal injury, Customer's maximum aggregate liability arising out of or in connection with

this Agreement or in relation to its performance (other than a claim for unpaid Charges) shall be limited to an amount of _____ for any one incident or series of events arising from a single incident or common cause and an aggregate amount of _____ or arising out of or in connection with this Agreement. If a number of events give rise substantially to the same loss, then they shall all be regarded as giving rise to only one claim under this Agreement.

11. INDEMNITY

- 11.1 Subject to clause 10 above, the Customer agrees to indemnify, defend and hold _____ its related entities, employees, agents and representatives harmless from claims brought against _____ in relation to 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) any use of the Interconnection Services, provided by _____ under this Agreement and any use of the Customer Equipment;
 - (b) any bodily injury to any person, or loss or damage to any tangible property or facilities of _____ Customer, an end user and third parties at the Cable Station due to any act or omission of Customer or Customer's end user;
 - (c) any claim or penalty arising out of any violation by Customer or Customer's end user of any terms and conditions of the Permits or any Applicable Law PROVIDED HOWEVER THAT _____:
 - (i) promptly notifies the Customer of such claims in writing;
 - (ii) allows the Customer if the Customer so requests to conduct and control the defence of such claims and any related settlement negotiations; and
 - (iii) affords and provides all necessary information and assistance to the Customer and makes no admission prejudicial to the defence and settlement of such claims.

12. TERM AND TERMINATION

- 12.1 This Agreement commences on the Effective Date and continues for a term of _____ years ("Minimum Agreement Period") unless:
- (a) terminated earlier in accordance with this Agreement;
 - (b) the Cable Station Colocation Agreement expires, in which case this Agreement and all Customer Orders executed pursuant to this Agreement will terminate immediately (or, if agreed by the parties in writing, upon expiry of such Customer Orders); or,
 - (c) the Cable Station Colocation Agreement is terminated, in which case this Agreement and all Customer Orders executed pursuant to this Agreement will terminate immediately.

At the expiry of the Minimum Agreement Period, this Agreement shall automatically be renewed for a period of _____ years based on the same terms and conditions (*mutatis mutandis*) unless the Customer has served a notice to _____ opting not to effect such renewal not later than _____ days prior to the expiry of the Minimum Agreement Period and, in such case and for the avoidance of doubt, this Agreement shall expire at the end of the Minimum Agreement Period. For the avoidance of doubt, after the Minimum Agreement Period the Charges shall continue and as revised in accordance to clause 6.

- 12.2 If a Customer Order is terminated before the expiry of its Minimum Commitment Period, the Customer must pay the Cancellation Charges for such Customer Order.
- 12.3 If the Agreement is terminated in accordance with clause 12.1 during the Minimum

Agreement Period (other than due to breach by _____), the Customer must pay the Cancellation Charges for the Interconnection Services and relevant Customer Orders.

- 12.4 Cancellation Charges due under this Agreement are payable in a single lump sum within _____ days from the date of the Statement.
- 12.5 For the avoidance of doubt, Interconnection Services whose Minimum Commitment Period extends beyond the Term of this Agreement shall be subject to a Cancellation Charge if those Services are not subject to a subsequent agreement.
- 12.6 The Customer may terminate this Agreement for convenience upon _____ months' notice to _____ provided the Customer pays the Cancellation Charges or upon termination of the Cable Station Colocation Agreement between _____ and Customer for _____ for whatever reason.
- 12.7 Notwithstanding clause 7.6, either party may terminate this Agreement immediately, by written notice of termination to the other party, if the other party:
- (a) commits a material breach of this Agreement which is not capable of remedy;
 - (b) commits a material breach of this Agreement which is capable of being remedied and which is not remedied within _____ days after written notice requiring that the breach be remedied is received by the defaulting party;
 - (c) commits an act of bankruptcy or insolvency, is placed into liquidation or receivership, passes a resolution for its winding up (otherwise than for the purpose of amalgamation or reconstruction) or makes any assignment or arrangement for the benefits of its creditors.

13. GOVERNING LAWS

- 13.1 This Agreement is governed by the laws of Hong Kong. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14. DISPUTE RESOLUTION

- 14.1 The parties shall seek to resolve any Dispute in accordance with the procedures set out in this clause 14.
- 14.2 Subject to the other provisions of this Agreement, the parties shall continue to comply with their respective obligations pending the resolution of a Dispute.
- 14.3 A party shall not use information obtained in the course of any procedure established by this clause 14 for any purpose other than to resolve the particular Dispute.
- 14.4 The parties shall make reasonable, good faith efforts to resolve any Dispute arising out of the Agreement within _____ days of receipt of a party's notice of the Dispute as follows:
- (a) the parties will attempt initially to resolve a Dispute through discussions at an operational level for _____ days;
 - (b) in the event that the parties do not resolve the Dispute at the operational level within _____ days of the notice, the Dispute shall be escalated and negotiated for a further _____ days between legal counsel and/or senior executives of each party who have the requisite authority to settle the Dispute.
- 14.5 Each party shall be responsible for and bear its own costs associated with resolution of the Dispute pursuant to this clause 14.
- 14.6 If a Dispute remains unresolved despite the reasonable, good faith efforts of the parties to resolve the Dispute under clause 14.4, either party may exercise its rights and seek any remedy it has under this Agreement.

15. NOTICES

15.1 Any notice or consent (other than a Statement or Billing Dispute Notice or Billing Dispute Response) required to be given under this Agreement shall be effective only if it is in writing and addressed to the person specified as follows, unless otherwise notified by the relevant party:

To :

To Customer:

15.2 Any Statement or Billing Dispute Notice or Billing Dispute Response required to be given under this Agreement shall be effective only if it is in writing by email or post addressed to the person specified as follows or to the sender who raised the billing dispute:

15.3 [INTENTIONALLY DELETED]

15.4 The notice or consent or Statement or Billing Dispute Notice or Billing Dispute Response shall be deemed to be received:

(a) if delivered personally, on delivery;

- (b) if sent by courier, days after dispatch, unless actually received earlier;
 - (c) if sent by regular post, days after the date of posting, unless actually received earlier;
 - (d) if sent by facsimile, when the machine that sent the facsimile produces a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; or
 - (e) if in the case of Statement, Billing Dispute Notice or Billing Dispute Response and by email, minutes after the sender's mail server sent the mail, provided the sender has a electronic record of it being sent to a designated electronic mailbox and without any indication of failure.
- 15.5 Communications received by a party outside of normal working hours in the place in which such communications are received (being 9:00am to 6:00pm on any Monday to Friday excluding recognised public holidays) will be regarded as being received on the working day immediately following.

16. GENERAL

Variation and assignment

- 16.1 This Agreement can only be varied, supplemented or replaced by another document signed by both parties.
- 16.2 Except as provided in clause 16.3, neither party can assign or otherwise transfer its rights, interests or obligations under this Agreement without the other party's prior consent, which consent shall not be unreasonably delayed or withheld.
- 16.3 may assign or otherwise transfer its rights or interests under the Agreement to its Affiliate without obtaining prior written consent of the Customer.
- 16.4 Customer may assign or otherwise transfer its rights or interests under the Agreement to its Affiliate by obtaining the prior written consent of which consent shall not be unreasonably delayed or withheld.

Relationship of Parties

- 16.5 No provision of this Agreement constitutes a joint venture, partnership or agency between the parties or merges the assets, liabilities and undertakings of the parties and neither party has the authority to bind the other in any way.

Operation of the Agreement

- 16.6 This Agreement supersedes all previous agreements between the parties in relation to the Interconnection Services and contains the parties' entire agreement in relation to the Interconnection Services provided from time to time to the Customer.
- 16.7 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- 16.8 If there is any inconsistency between any of these general terms and a Customer Order, the inconsistency will be resolved according to the following order of priority:
- (a) these general terms; and
 - (b) the Customer Order.

Waiver

- 16.9 A right may only be waived in writing, signed by the party granting the waiver, and
- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (c) the exercise of a right does not prevent the further exercise of that right or any other right.

Execution

- 16.10 The Agreement may be executed in counterparts.

17. INTERPRETATION

- 17.1 In this Agreement unless the contrary intention appears:
- (a) headings are for convenience only and do not affect interpretation;
 - (b) a word importing the singular includes the plural and vice versa;
 - (c) a reference to:
 - (i) a day, week or month means a calendar day week or month;
 - (ii) a party to the Agreement or to any other document or agreement includes a successor or permitted substitute or permitted assign of that party;
 - (iii) a document includes any amendment or supplement to, or replacement or novation of, that document;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity;
 - (v) any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

18. TRANSITION

- 18.1 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 existing E2O, E2O Conversion and MUXing and O2O Services shall be subject to the MRC set out in Schedule 2;
 - (b) the MRC for existing HLI Services shall remain unchanged; and
 - (c) the Minimum Commitment Period applicable to each Interconnection Service shall remain unchanged with the exception of O2O Services where the Minimum Commitment Period shall be revised from years to months starting from the original Service Commencement Date of the Service.

19. DEFINITIONS

"Affiliate" means, in relation to any person:

- (a) any company or other entity which has control, directly or indirectly, of that person;
- (b) any company or entity which is, directly or indirectly, under common control with that person; and
- (c)

"Applicable Law" means:

- (a) any applicable law, rule or regulation of any jurisdiction;
- (b) any applicable lawful determination, decision or direction of a government agency in any jurisdiction;
- (c) any applicable obligations under any telecommunications licence, any binding industry standard or industry code; and
- (d) any applicable international convention or agreement.

"Billing Dispute Notice" has the meaning given to this term in clause 6.13.

"Billing Dispute Response" has the meaning given to this term in clause 6.16.

"Business Day" means a day (not being a Saturday, Sunday or public holiday in that place) on which banks are open for general banking business in Hong Kong.

"Cable Station" means the cable station owned by _____ located at _____.

"Cable Station Colocation Agreement" means the agreement entitled as such executed by the parties under which _____ provides Colocation Space and colocation services to the Customer at the Cable Station.

"Cable Systems" means the _____ cable system and any other cable systems (which are included by mutual agreement of the parties) in the same Cable Station.

"Cancellation Charges" means, with respect to the termination of a particular Customer Order, the charge calculated by multiplying the months (including parts thereof) remaining in the Minimum Commitment Period by the MRC. Cancellation Charges are always payable as a single lump sum.

"Charges" means the all charges payable by the Customer under a Customer Order.

"Colocation Space" means the space provided to the Customer by _____ at the Cable Station as defined in the relevant Cable Station Colocation Agreement.

"Confidential Information" has the meaning given to it in clause 9.1.

"Customer Order" means _____ standard customer order as provided for use by the Customer from time to time subject to the terms and conditions of this Agreement.

"Customer Equipment" means only the telecommunications equipment, removable fixtures and other items provided by the Customer for installation and operation in the Cable Station necessary for the principal purpose of connecting its circuits in the Cable Systems landed at the Cable Station and other purposes as permitted under this Agreement.

"Dispute" means a bona fide dispute, controversy or claim - other than a Billing Dispute or a Debt which is recoverable by - arising between the parties under or in relation to this Agreement.

"Disputed Amount" has the meaning given to this term in clause 6.13(b).

"Force Majeure Event" or "Force Majeure" means an event beyond the reasonable control of the affected party, including but not limited to natural disasters, acts of God, terrorism or war (whether declared or not), mobilisation of armed forces, civil commotion or riot, industrial actions or labour disturbance, epidemics, currency restriction, embargo, governmental restraint, expropriation or prohibition, or a failure of public utility or telecommunications system.

"Interconnection Service" has the meaning given to this term in Schedule 1 of this Agreement.

"Interconnection Service Specifications" means the specifications related to the Interconnection Services as set out in Schedule 1.

"Interest Rate" means the Prime Lending Rate set by the Hong Kong and Shanghai Banking Corporation Limited for loans made in Hong Kong, plus per cent per annum.

"Licensed External Facilities Services Provider" means a person who holds a 'Fixed Telecommunications Network Services (FTNS) Licence', a 'Fixed Carrier Licence', a 'Unified Carrier Licence', or similar licence for the provision of cable-based *External FTNS* issued pursuant to the *Telecommunications Ordinance* in Hong Kong.

"Minimum Agreement Period" has the meaning given to this term in clause 12.1.

"Minimum Commitment Period" or "MCP" means the period specified as such in the Customer Order for the relevant Interconnection Service, commencing from the Service Commencement Date.

"MRC" means the monthly recurring charge described for the relevant Interconnection Services.

"Network" means the telecommunications equipment, cables, facilities and network of Customer.

"NRC" means the non-recurring charges, which are the initial one-off charges described as such a Customer Order for the relevant Interconnection Services.

"Permits" means any and all necessary registration, licences, agreements, authorisations, notifications and permits which are required by any government authority or under any Applicable Laws or regulations or otherwise in connection with the performance of work, installation, or operation of the Network or this Agreement.

"Pricing Table" means the table set out in Schedule 2.

"Reconnection Fee" means any reasonable administrative and other direct costs incurred by as a result of activities it performs to reverse a Remedy.

"Regulatory Event" means:

- (a) an amendment of or change in any Applicable Law;
- (b) the grant of an injunction against a party in relation to a breach or alleged contravention of an Applicable Law;
- (c) the making of a determination or direction by a competent authority;
- (d) failure to act or delay of any governmental authority in the granting of governmental, or other approvals, consents, permits, licenses, leases or authorisations; or
- (e) where a party reasonably believes that any event of the kind described in (a), (b), (c) or (d) above will occur.

"Remedy" means any or all or a combination of the following actions: to suspend, restrict, de-activate or to deny access to any space or service provided by under this Agreement.

"Representative" includes with respect to a party, an employee, agent, officer, director, advisor, contractor or sub-contractor of that party.

"Service" or **"Services"** means any or all of the services as listed in the Schedules of this Agreement.

"Service Commencement Date" means the date when _____ handovers the Service, as specified in the applicable Customer letter for the Interconnection Service.

"Statement" means an invoice provided by _____ setting out the Charges payable for Services provided by _____. A Statement may combine services provided under a number of agreements between the parties.

"Tax" means any present or future tax, levy, impost, deduction, charge, duty or withholding tax (together with any related interest, penalty, fine and expense in connection with any of them) including without limitation any goods and services tax, value added tax, or service tax or consumption tax, which is levied or imposed by any government agency, other than those imposed on income.

Executed as an agreement.

Signed by the authorised representative of _____

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: _____

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Schedule 1 – Interconnection Service Specifications

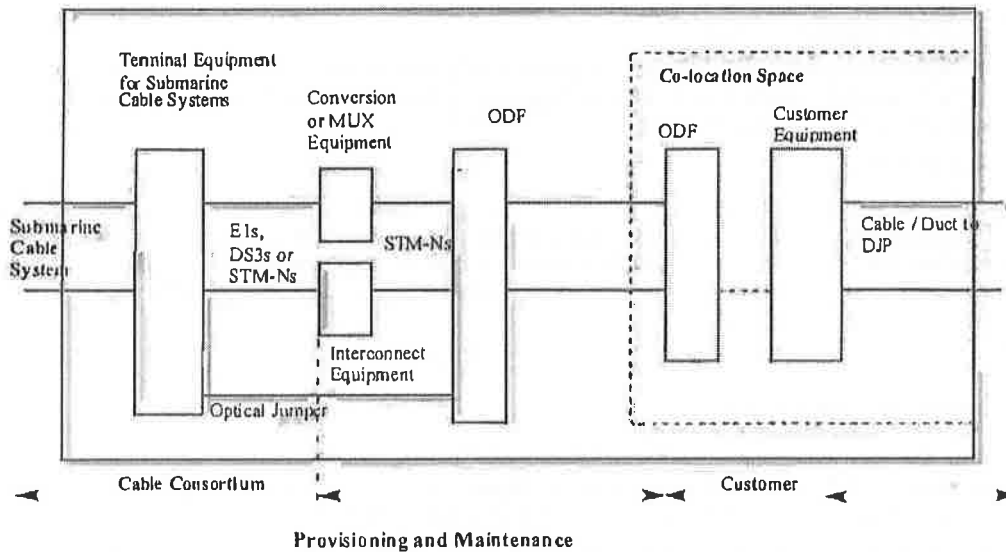
1. INTERCONNECTION SERVICE

1.1 The interconnection service means the provision of interconnect and/or conversion equipment to connect the Customer Equipment via the Lead-in Fibre to the capacity acquired by the Customer in a Cable System (“Interconnection Service”).

2. CONFIGURATION

2.1 The configuration of the provision of the Interconnection Service is shown in the following diagram:

Cable Station Co-location



3. SPECIFICATIONS OF INTERCONNECTION SERVICE

3.1 will provide the following:

- (a) Conversion, multiplexing, interconnect equipment and ODFs inside the Cable Station;
- (b) interconnection from the Cable System to the ODF where the Lead-in Fibre is terminated, via one of the following:
 - (i) Electrical to Optical (E2O) as described in 3.3;
 - (ii) Electrical to Optical and multiplexing (E2O Conversion and MUXing) as described in 3.2;
 - (iii) Direct optical fibres (O2O) as described in 3.4;
 - (iv) High Level Interface (HLI) Muxing as described in 3.5;
- (c) interworking testing of the Customer's equipment with conversion and interconnect equipment; and,
- (d) any other requirements agreed between and the Customer.

- 3.2 The E2O with Muxing Interconnection Service connects to the Cable System using electrical T3 or E1 interfaces. The T3 and/or E1 circuit(s) are mapped to an optical STM-1 interface using multiplexing equipment and presented to the Customer at the ODF inside the Cable Station main building. will perform new assignment, re-configuration and deletion of E1 or T3 capacity as requested by the Customer in consideration of the payment to by the Customer as set-out in Schedule 2.
- 3.3 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. 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 ODF.
- 3.4 The O2O Interconnection Service is provided on a fibre pair basis irrespective of the bandwidth (not applicable to).
- 3.5 High Level Interface Muxing Service (HLI Service) connects to High Level Interfaces on the Cable System and hands off optical STM-16 or STM-64s to the Customer. will perform new assignment, re-configuration and deletion of STM-N capacity as requested by the Customer in consideration of the payment to by the Customer as set out in Schedule 2.
- 3.6 Charges for the HLI Service shall be based on the size of the interface (Input) and the STM-N service handed over to the Customer (Output). Several smaller Inputs may be mapped to a larger Output.
- 3.7 The HLI Service is subject to the Cable System rules governing the use of HLI.
- 3.8 Save for in cases of emergency (in which case shall give the Customer as much notice in advance as practicable in the circumstances), shall not rearrange, disconnect, remove, repair or otherwise interfere with the Customer's interconnection installed for the purpose of connection to the Service unless agreed by the Customer or otherwise provided for under this Agreement.

4. SERVICE LIMITATIONS

- 4.1 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 at the Cable Station.
- 4.2 The parties agree that the terms and conditions in relation Interconnection as set out in this Agreement may be applied to any future submarine cable systems (if any) landing in the Cable Station.

Schedule 2 – Pricing Table

E2O pricing from the Effective Date of this Agreement until

Standard contract - month MCP with month to month rollover

E2O Conversion only

Standard 10 Business Day lead time

	NRC (HK\$)	MRC (HK\$)
STM1	6,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 1 Expedite: 6-9 Business Days

	NRC (HK\$)	MRC (HK\$)
STM1	9,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 2 Expedite: 3-5 Business Days

	NRC (HK\$)	MRC (HK\$)
STM1	12,000	3,000
STM4	NA	NA
STM16	NA	NA

E2O Conversion and MUXing
Standard 10 Business Day lead time

SLTE Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
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 (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
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 (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	40,000	10,000	4,000
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O pricing from the Effective Date of this Agreement un til Short term contract - -month MCP with month to month rollover

**E2O Conversion only
Standard 10 Business Day lead time**

	NRC (HK\$)	MRC (HK\$)
STM1	9,000	4,500
STM4	NA	NA
STM16	NA	NA

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

	NRC (HK\$)	MRC (HK\$)
STM1	13,500	4,500
STM4	NA	NA
STM16	NA	NA

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

	NRC (HK\$)	MRC (HK\$)
STM1	18,000	4,500
STM4	NA	NA
STM16	NA	NA

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

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
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 (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
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 (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	60,000	15,000	6,000
STM4	NA	NA	NA
STM16	NA	NA	NA

Highlevel Interface Connection charges CS
Charge effective: un til

MCP year

Charge for output from MUX to Carrier

Standard card HKD

STM-64 output charge

NRC 8,000

MRC 30,000

STM-16 output charge

NRC 8,000

MRC 7,300

Charge for inputs from the Cable System to MUX - based on port size

STM-64 input charge per STM-64 port

NRC 8,000

MRC 30,000

STM-16 input charge per STM-16 port

NRC 8,000

MRC 7,300

STM-1 input charge per STM-1 port

NRC 8,000

MRC 5,200

Charge for reconfiguration or mapping of services on the above ports

NRC 2,000

Charge for inputs from the Cable System to MUX - based on bandwidth on a shared port

STM-16 (VC4-16c) input charge per VC4-16c on a shared STM-64 port

NRC 8,000

MRC 9,000

STM-4 (VC4-4c) input charge per VC4-4c on a shared STM-16 or STM-64 port

NRC 8,000

MRC 5,500

STM-1 (VC4) input charge per VC4 on a shared STM-16 or STM-64 port

NRC 8,000

MRC 2,400

**CABLE STATION INTERCONNECTION AGREEMENT –
 GENERAL TERMS ID No.
 SERVICE TERMS ID No.**

Schedule 2 – Pricing Table

E2O pricing effective from

Standard contract - month MCP with month to month rollover

E2O Conversion only

Standard 10 Business Day lead time #

	NRC (HK\$)	MRC (HK\$)
STM1	6,200	3,100
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 1 Expedite: 6-9 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1	9,200	3,100
STM4	NA	NA
STM16	NA	NA

E2O Conversion only

Level 2 Expedite: 3-5 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1	12,300	3,100
STM4	NA	NA
STM16	NA	NA

Lead times are indicative and subject to availability

E2O Conversion and MUXing

Standard 10 Business Day lead time #

SLTE Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	20,500	10,300	2,100
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O Conversion and MUXing

Level 1 Expedite: 6-9 Business Days #

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	30,700	10,300	3,100
STM4	NA	NA	NA
STM16	NA	NA	NA

E2O Conversion and MUXing

Level 2 Expedite: 3-5 Business Days #

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	40,900	10,300	4,100
STM4	NA	NA	NA
STM16	NA	NA	NA

Lead times are indicative and subject to availability

E20 pricing from
 Short term contract - -month MCP with month to month rollover

E20 Conversion only

Standard 10 Business Day lead time #

	NRC (HK\$)	MRC (HK\$)
STM1	9,200	4,600
STM4	NA	NA
STM16	NA	NA

E20 Conversion only

Level 1 Expedite: 6-9 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1	13,800	4,600
STM4	NA	NA
STM16	NA	NA

E20 Conversion only

Level 2 Expedite: 3-5 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1	18,400	4,600
STM4	NA	NA
STM16	NA	NA

E20 Conversion and MUXing

Standard 10 Business Day lead time #

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	30,700	15,400	3,100
STM4	NA	NA	NA
STM16	NA	NA	NA

E20 Conversion and MUXing

Level 1 Expedite: 6-9 Business Days #

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	46,000	15,400	4,600
STM4	NA	NA	NA
STM16	NA	NA	NA

E20 Conversion and MUXing

Level 2 Expedite: 3-5 Business Days #

Port	NRC (HK\$)	MRC (HK\$)	Each E1/T3 NRC (HK\$)
STM1	61,400	15,400	6,200
STM4	NA	NA	NA
STM16	NA	NA	NA

Lead times are indicative and subject to availability

Highlevel Interface Connection charges

Charges effective:

MCP year

**Charge for output from MUX to Carrier Standard
card HK\$**

STM-64 output charge

NRC 8,200

MRC 30,700

STM-16 output charge

NRC 8,200

MRC 7,500

**Charge for inputs from the Cable System to MUX –based on port
size**

STM-64 input charge per STM-64 port

NRC 8,200

MRC 30,700

STM-16 input charge per STM-16 port

NRC 8,200

MRC 7,500

STM-1 input charge per STM-1 port

NRC 8,200

MRC 5,400

Charge for reconfiguration or mapping of services on the above ports

NRC 2,100

**Charge for inputs from the Cable System to MUX –based on bandwidth on a
shared port**

STM-16 (VC4-16c) input charge per VC4-16c on a shared STM-64 port

NRC 8,200

MRC 9,200

STM-4 (VC4-4c) input charge per VC4-4c on a shared STM-16 or STM-64 port

NRC 8,200

MRC 5,700

STM-1 (VC4) input charge per VC4 on a shared STM-16 or STM-64 port

NRC 8,200

MRC 2,500