

SERVICE TERMS ID No.
GENERAL TERMS ID No.

**SERVICE TERMS FOR INTERNATIONAL CABLE INTERCONNECTION –**

These Service Terms form part of the Agreement between \_\_\_\_\_ and the Customer on and from the date \_\_\_\_\_ accepts the first Customer Order for the Service.

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

Signed by the authorised representative of

X \_\_\_\_\_ X  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Name of Authorised Representative (Print)

\_\_\_\_\_  
Name of Authorised Representative (Print)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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 3 to these Service Terms as updated from time to time by \_\_\_\_\_.

**Estimated Delivery Date (EDD)** means the date specified in the Customer Order as 'Estimated Delivery Date' which is 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 \_\_\_\_\_ will deliver the Service.

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

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

**Mid-Span Fibre Service Terms** means \_\_\_\_\_ standard service terms governing the provision by \_\_\_\_\_ to the Customer of a mid-span fibre service.

**Month** means a period of time covered by the Statement.

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

**Service** has the meaning given to this term in clause 2.1.

**Service Commencement Date** means the Actual Delivery Date.

\_\_\_\_\_ means the submarine cable station operated by \_\_\_\_\_ at \_\_\_\_\_.

**Point of Interconnect (POI)** means the point that the mid-span fibre used by the Customer under the Mid-Span Service Terms terminates on the \_\_\_\_\_ ODF in the \_\_\_\_\_ Building.

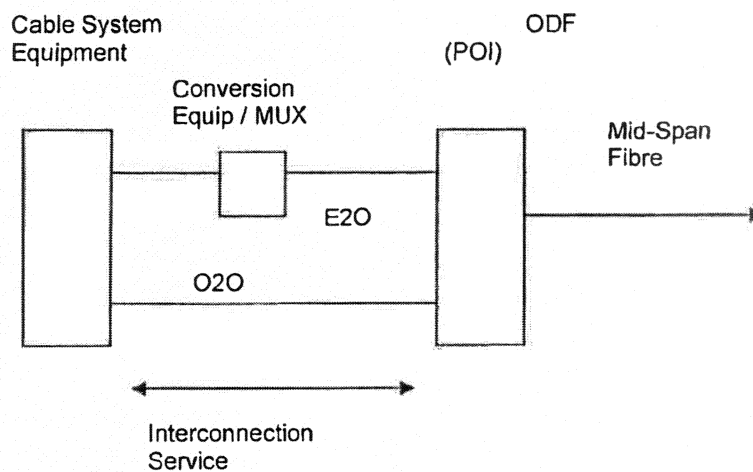
## 2. SERVICE

2.1 shall provision interconnect cables and/or conversion equipment to connect from:

- the POI; to,
- the capacity acquired by the Customer in a Cable System as specified in a Customer Order,

(each a "Service"). The configuration of the provision of the Service 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 Point of Interconnect via one of the following:
  - (i) Electrical to Optical (E2O) as described in 3.4;
  - (ii) Electrical to Optical and multiplexing (E2O Conversion and MUXing) as described in 3.3;
  - (iii) Direct optical fibres (O2O) as described in 3.2;
- (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 O2O interconnection service is provided on a fibre pair basis irrespective of the bandwidth.

3.3 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 POI. 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 Appendix 1 to these Service Terms.

- 3.4 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 POI.
- 3.5 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. TERMS OF INTERCONNECTION SERVICE

- 4.1 The Service shall be provided by \_\_\_\_\_ subject to execution of the Mid-Span Fibre Service Terms by the parties. The parties agree that if the Mid-Span Fibre Service Terms terminates or expires, this Contract shall also terminate. Where the Mid-Span Fibre Service Tenn is terminated by the Customer, or by \_\_\_\_\_ 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 Monthly Recurring Charge.
- 4.2 The Customer may use the Service 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, 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.
- 4.3 The use of the Service for the purpose of routing transit traffic under clause 4.4 is subject to:
- (a) agreement being reached between \_\_\_\_\_ and the Customer on the terms and conditions of the transit routing;
  - (b) the Customer receiving written consent to the transit routing from \_\_\_\_\_; and
  - (c) the Customer receiving written consent from the third party cable capacity owner, and such consent is evidenced to \_\_\_\_\_ if requested.

4.4 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.

4.5 The Customer agrees to indemnify, defend and hold , 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;
- (b) the proper performance by of any work, activities or maintenance requested by Customer; and
- (c) Customer's negligence, act or omission under clause 4.2, 4.3 and 4.4.

For the avoidance of doubt, the liabilities specified in this clause 4.5 include liabilities that may arise in respect of obligations under any cable system consortium agreements, to which it or its related entities are a party.

## 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. 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 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.

- 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 NRC and MRC.
- 5.4 The NRC shall be invoiced by \_\_\_\_\_ 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 \_\_\_\_\_ months unless otherwise set out in the Customer Order commencing from the Service Commencement Date for the Service.
- 5.6 If the Customer cancels its request for the Service at any time before the Service Commencement Date, the Customer must pay \_\_\_\_\_ of the NRC as a genuine pre-estimate of loss and not as a penalty. 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.
- 5.7 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 \_\_\_\_\_ for the Customer's breach; or
  - (c) under clause 4.1 where termination of the Mid-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 Monthly Recurring Charge.

- 5.8 All works performed by \_\_\_\_\_ on request of the Customer under clause 3.1 (d) will be charged at \_\_\_\_\_ prevailing man-hour rates. \_\_\_\_\_ will charge for a minimum of \_\_\_\_\_ man-hours for each access during office hours and \_\_\_\_\_ man-hours outside office hours. The prevailing man-hour rates as at the date of this Contract are set out in Appendix 2 and may be adjusted at \_\_\_\_\_ sole discretion on 1st July every year.
- 5.9 Charge Adjustment:
- (a) After the Minimum Commitment Period, the charges set out in Appendix 1 may be increased by 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 \_\_\_\_\_ 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 HKD1 00.  
  
For example revised pricing to apply from January 2011 would be calculated as follows:  
If  $B > A$  then revised charge = current charge x  $(B/A)\%$  rounded up to nearest HKD100  
  
Where:  
A is the CPI Index figure for \_\_\_\_\_  
B is the CPI Index figure for \_\_\_\_\_
  - (c) The revised charges will apply to all new orders and to existing Services where the Minimum Commitment Period has expired. The new charges will be applied as to remaining Services as their Minimum Commitment Period Expires.
  - (d) No adjustment will be made if the charges calculated in accordance with this clause 5.9 would be lower than the amount prior to the adjustment.

– End –

INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS

Appendix 1

ICI Charges

E2O pricing 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



**E2O pricing from Agreement**

**Short term contract - month MCP with month to month rollover**

**E2O Conversion only**

**Standard 10 Business Day lead time #**

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

**E2O Conversion only**

**Level 1 Expedite: 6-9 Business Days #**

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

**E2O Conversion only**

**Level 2 Expedite: 3-5 Business Days #**

-	NRC (HK\$)	MRC (HK\$)
STM1	18,400	4,600
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	30,700	15,400	3,100
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	46,000	15,400	4,600
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	61,400	15,400	6,200
STM4	NA	NA	NA
STM16	NA	NA	NA

# Lead times are indicative and subject to availability

D2D pricing from

Standard contract - month MCP with month to month rollover

O2O

Standard 10 Business Day lead time #

	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	4,100	1,300
STM1 - 4 cores	8,200	2,500
STM4 - 2 cores	4,100	1,300
STM4 - 4 cores	8,200	2,500
STM16 - 2 cores	4,100	1,300
STM16 - 4 cores	8,200	2,500
STM64 - 2 cores	4,100	1,300
STM64 - 4 cores	8,200	2,500

O2O

Level 1 Expedite: 6-9 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	6,200	1,300
STM1 - 4 cores	12,300	2,500
STM4 - 2 cores	6,200	1,300
STM4 - 4 cores	12,300	2,500
STM16 - 2 cores	6,200	1,300
STM16 - 4 cores	12,300	2,500
STM64 - 2 cores	6,200	1,300
STM64 - 4 cores	12,300	2,500

O2O

Level 2 Expedite: 3-5 Business Days #

	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	8,200	1,300
STM1 - 4 cores	16,400	2,500
STM4 - 2 cores	8,200	1,300
STM4 - 4 cores	16,400	2,500
STM16 - 2 cores	8,200	1,300
STM16 - 4 cores	16,400	2,500
STM64 - 2 cores	8,200	1,300
STM64 - 4 cores	16,400	2,500

# Lead times are indicative and subject to availability

O2O pricing from

Short term contract - month MCP with month to month rollover

O2O

Standard 10 Business Day lead time #

-	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	6,200	1,900
STM1 - 4 cores	12,300	3,700
STM4 - 2 cores	6,200	1,900
STM4 - 4 cores	12,300	3,700
STM16 - 2 cores	6,200	1,900
STM16 - 4 cores	12,300	3,700
STM64 - 2 cores	6,200	1,900
STM64 - 4 cores	12,300	3,700

O2O

Level 1 Expedite: 6-9 Business Days #

-	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	9,200	1,900
STM1 - 4 cores	18,400	3,700
STM4 - 2 cores	9,200	1,900
STM4 - 4 cores	18,400	3,700
STM16 - 2 cores	9,200	1,900
STM16 - 4 cores	18,400	3,700
STM64 - 2 cores	9,200	1,900
STM64 - 4 cores	18,400	3,700

O2O

Level 2 Expedite: 3-5 Business Days #

-	NRC (HK\$)	MRC (HK\$)
STM1 - 2 cores	12,300	1,900
STM1 - 4 cores	24,600	3,700
STM4 - 2 cores	12,300	1,900
STM4 - 4 cores	24,600	3,700
STM16 - 2 cores	12,300	1,900
STM16 - 4 cores	24,600	3,700
STM64 - 2 cores	12,300	1,900
STM64 - 4 cores	24,600	3,700

# Lead times are indicative and subject to availability

**INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS**

**Appendix 2**

**Escorted Access Charges and man-hour rates for access to Cable Station and Cable Station**

<b>Escort Type</b>	<b>Time</b>	<b>Rate per hour</b>
Standard Access - Notified 3 Business Days in advance	Office Hours	HKD780
Standard Access Notified 3 Business Days in advance	Outside Office Hours	HKD1560
Emergency Access Notified less than 3 Business Days in advance	Office Hours	HKD1000
Emergency Access Notified less than 3 Business Days in advance	Outside Office Hours	HKD2000

Access during Office Hours will be charged a minimum of 1 hour.

Access outside Office Hours will be charged a minimum of 1 hour with a HKD300 call out charge.

**INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS**

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**Appendix 3**

**Cable Systems**