

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 Interconnection 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

\_\_\_\_\_

\_\_\_\_\_

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.

**Co-location Service Terms** means the Service Terms for Cable Station Co-location as agreed between the parties under this Contract.

**Co-location Space** has the meaning ascribed to it in clause 2.1 of the Co-location Service Terms.

**Cable System** means each cable system set out in Appendix 6 to the Service Terms for Cable Station Co-location.

**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.

**Lead-in Fibre** has the meaning ascribed to it in the Co-location Service Terms.

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

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

**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 to this term in clause 2.1.

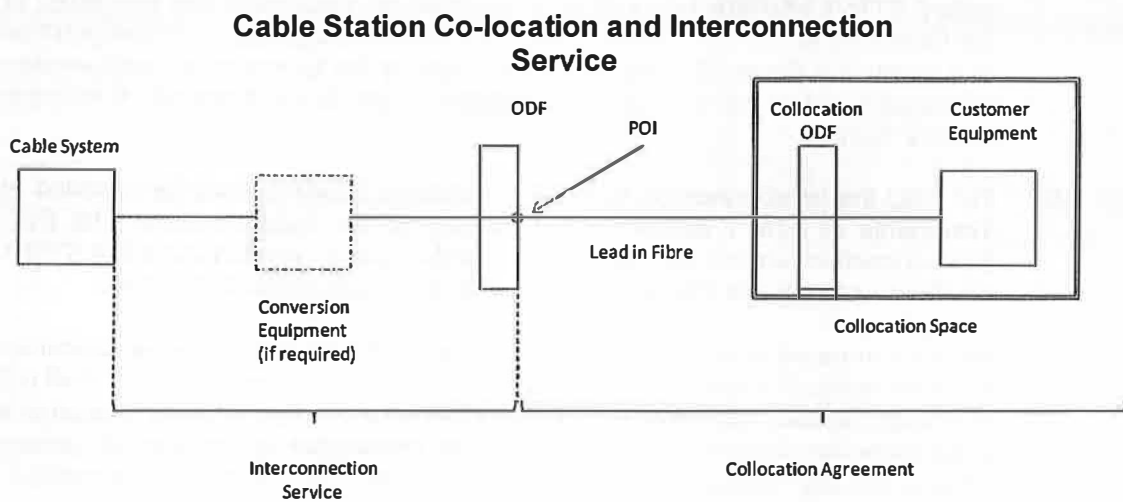
**Service Commencement Date** means the Actual Delivery Date.

means the submarine cable station operated by  
at , Hong Kong.

**Point of Interconnect (POI)** means the point that the Lead-in Fibre terminates on the ODF in the Building.

## 2. SERVICE

- 2.1 shall provision interconnect cables and/or conversion equipment to connect from the Point of Interconnect to the capacity acquired by the Customer in a Cable System or as otherwise specified in a Customer Order (each a "Service"). The configuration of the provision of the Service is shown in the following diagram:



- 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 .
- 2.3 If a new cable system lands at , the parties may amend Appendix 6 to include the new cable system, in which case, the reference to Cable System in these Service Terms shall include the new cable system. Otherwise, the parties agree to negotiate in good faith any new terms that may apply to interconnection with that new cable system, including charges.

## 3. SERVICE PROVISIONING

- 3.1 will provide the following:
- (a) conversion and interconnect equipment, and ODFs outside the Co-location Space;
  - (b) interconnection to the Cable System from the Point of Interconnect via one of the following:
    - (i) Electrical to Optical (E2O) as described in 3.5;

- (ii) Electrical to Optical and multiplexing (E2O Conversion and MUXing) as described in 3.4;
    - (iii) Direct optical fibres (O2O) as described in 3.3;
  - (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 Intentionally left blank
- 3.3 The O2O interconnection service is provided on a fibre pair basis irrespective of the bandwidth.
- 3.4 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.
- 3.5 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.
- 3.6 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 is subject to the Co-location Service Terms.
- 4.2 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.

- 4.3 The Customer indemnifies \_\_\_\_\_, its related entities, employees, agents and representatives for any liabilities or losses incurred arising from or in connection with the Customer's use of the Service or breach of clause 4.2.

## **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.
- 5.2 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 relevant Service.
- 5.3 The Charges set out in the Customer Order are payable monthly in advance on and from the Service Commencement Date and in accordance with the General Terms.
- 5.4 If the Customer terminates part or all of the capacity provisioned under the Service after the Service Commencement Date but before the expiry of the Minimum Commitment Period of the Service, 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.
- 5.5 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 are set out in Appendix 4 to the Service Terms for \_\_\_\_\_ Cable Station Co-Location and may be adjusted on \_\_\_\_\_.
- 5.6 Charge Adjustment:
- (a) 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) No adjustment will be made if the charges calculated in accordance with the adjustment would be lower than the amount prior to the adjustment.

– End –

**INTERNATIONAL CABLE INTERCONNECTION SERVICE TERMS**

**Appendix 1**

**ICI Charges**

**E2O pricing effective**  
**Standard contract – month MCP with month to month rol e**  
**over**

**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 effective**

**Short term contract - 1 month MCP with month to month rol e over**

**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 effective  
 Standard contract - 1 month MCP with month to month  
 role over

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**  
**role over**

**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 -