

SERVICE TERMS ID No
GENERAL TERMS ID No

SERVICE TERMS FOR	CABLE STATION CO-LOCATION
<p>These Service Terms form part of the Agreement between _____ and the Customer on and from the latter of the dates below.</p> <p>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.</p>	

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: _____

1. DEFINITIONS

Capitalised terms are defined in the Definitions for 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.

Definitions:

Actual Delivery Date means the date the Customer is notified by _____ that the Service is ready for use.

Backhaul Interconnect Fibre has the meaning ascribed to it in clause 3.1 of Appendix 5 of these Service Terms.

Business Day means Monday to Friday, except public holidays in Hong Kong.

Cable Station Co-location Service means the provision of the Co-location Space, and may include Ducts, Trunking and Lead-ins, Power, Backhaul Interconnect Fibre, Lead-in Fibre and any other ancillary support services as specified in the Customer Order.

Cable System means each cable system set out in Appendix 6 to these Service Terms.

Charges Section means the section of the Customer Order setting out the Charges applicable to the Cable Station Co-location Service.

Co-location ODF means the _____ ODF inside the Co-location Space

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

Customer Equipment means for all hardware, software and consumables owned and operated by the Customer, or its customers, Affiliates, or service providers, and which are housed in the Co-location Space.

Day means a calendar day.

Emergency Maintenance means maintenance which is required to be performed urgently in order to prevent loss or damage to the Co-location Space, Customer Equipment or any equipment or services of any party using _____.

Essential AC Power means power backup for alternating current provided by means of a _____ generator.

Facilities Charges means the charges designated as such in Appendix 2 to these Service Terms.

Lead-in Fibre has the meaning ascribed to it in paragraph 3.2 of Appendix 5.

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.

Non-Circuit means a circuit on a network owned and operated by a party other than .

Non-Recurring Charges means collectively the one-off set up charges as agreed in clause 6.1, charges set out in paragraph 5.1 of Appendix 5 and all the charges identified as "Install Charges" set out in Appendix 2.

Office Hours means the hours between 9 am and 5 pm on Business Days.

Power Feed means an electrical power cable between the nearest local power distribution point (power distribution board) for the power system of the Cable Station to the Co-location Space where the Customer Equipment is located.

Power Service means the Power Feed(s) provided by to Customer Equipment together with the associated electricity consumption (directly metered by CLP) of the Customer Equipment through the Power Feed(s), unless otherwise specified in the Customer Order.

Power Unavailability means interruption to the Power Service provided to cabinet(s) in the Co-location Space.

ODF means the ODF inside the Building

Representative of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party.

Scheduled Maintenance means those activities which may undertake to repair and/or change the Network and/or the Cable Station and/or the Co-location Space such that there is or is likely to be an unavailability of the Service, and has notified the Customer of the details of the activities (scope, duration, impact, etc.) at least Days in advance.

Service means the Cable Station Co-location Service provided by pursuant to these Service Terms and the Customer Order.

Service Commencement Date means the date on which the Co-location Space is handed over to the Customer.

Site Management Charges means the charges designated as such in Appendix 2 to these Service Terms.

means the submarine cable station operated by at .

Building means the main cable station building at .

Third Party Customer means a telecommunications Customer other than

2. SERVICE

- 2.1 shall provide space and necessary facilities as described more fully in these Service Terms to the Customer at for the Customer to install and co-locate the necessary equipment for the sole purpose of connection to the Customer's circuits in the Cable Systems landed at , or as otherwise agreed, ("**Co-location Space**"), subject to availability.
- 2.2 The Service excludes acquisition of capacity in the Cable System, interconnection arrangements and related circuit restoration and re-configuration. The Customer has to arrange its own rights of use of circuit capacity in the Cable System. may agree to provide the interconnection arrangement between the Customer's equipment to the capacity acquired by the Customer in the Cable System, subject to the relevant Service Terms.
- 2.3 Backhaul Interconnect Fibre connecting the Customer's equipment inside the Co-location Space to the Customer's backhaul outside the Co-location Space shall be provisioned as described in Appendix 5 to these Service Terms.
- 2.4 Any power supplied by under the Service is limited to AC power.
- 2.5 There is a basic charge for AC power from CLP that will be re-billed by to the Customer.
- 2.6 There is a usage based power charge that will be billed by CLP directly to the Customer (subject to agreement with CLP to separately meter Customer power).
- 2.7 All power to the Co-location Space is provided by as Essential AC Power. will provide Essential AC Power covering the Customer's total power requirement based on circuit breaker size. will reserve generator power based on the circuit breaker size. Upgrade is subject to availability and discretion.
- 2.8 does not provide Uninterruptible Power Supply (UPS) or DC power.
- 2.9 Save for in cases of emergency (in which case shall give the Customer as much notice in advance in the circumstances), 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.

3. SERVICE PROVISIONING

- 3.1 On receipt of written acceptance of quotation by the Customer, shall commence preparation and set-up works of the Co-location Space.

- 3.2 shall perform maintenance of all facilities on the cable station grounds outside the Co-location Space. shall also be responsible for, and shall use all due care and diligence in the management of the Building and the Co-location Space.
- 3.3 Except in cases of emergency (in which case shall give the Customer as much verbal notice in advance as practicable in the circumstances), shall not rearrange, disconnect, remove, repair or otherwise interfere with the Customer's facilities or equipment installed in the Co-location Space unless agreed by the Customer or otherwise provided for under this Agreement.

4. TERMS AND CONDITIONS OF CO-LOCATION

- 4.1 The equipment to be installed in the Co-location Space by the Customer must be limited to equipment necessary for the purpose of connection to the Cable Systems.
- 4.2 Customer must provide with an itemized list of hardware, to be approved by , prior to installation.
- 4.3 The Customer must ensure that its equipment to be installed in the Co-location Space meets the conditions specified by as set out in Appendix 1 to these Service Terms. The Customer shall provide the appropriate certification from a registered professional satisfactory to to certify that the floor loading imposed by the Customer's equipment is within the loading capacity of .
- 4.4 The Customer must ensure that its equipment will not interfere with equipment and will not jeopardise the safety of the personnel working inside . If reasonably considers that the Customer's equipment has interfered or is likely to interfere with equipment, or has jeopardised or is likely to jeopardise the safety of any such personnel, it may:
- (a) in the case of a minor interference request the Customer to produce a resolution plan to rectify any faults by a certain time. If the Customer fails to produce such resolution plan by the requested time to satisfaction, may disconnect the Customer's equipment from equipment on Business Days notice to the Customer; or
 - (b) in the case of significant interference or safety hazard disconnect the Customer's equipment with as much notice as reasonably practicable, if any.
- 4.5 Customers may access the Co-location Space for the purposes of site inspections provided that it has obtained consent from and such access is supervised by designated staff. The detailed access terms are set out in Appendix 3 to these Service Terms.
- 4.6 The Customer must not resell or sublease all or any part of the Co-location Space and/or facilities and connections provided under the Service to any third party without written consent.
- 4.7 Notwithstanding its discretion under clause 4.6, agrees that it shall provide consent in accordance with clause 4.6, provided that:

- (a) the Customer ensures that such resale or sublease is for the sole 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 of the submarine cable system;
- (b) the terms and conditions in respect of the charges and allocation of liability for the resale or sublease of part of the connection, Co-location Space and/or facilities and connections are agreed between _____ and the Customer before the Customer resells or subleases any part of the Services, Co-location Space and/or facilities to the Licensed External Facilities Services Provider; and
- (c) _____ has received written evidence of the resale or sublease arrangement between the Customer and the Licensed External Facilities Services Provider before the arrangement becomes effective.

4.8 The Customer may use the Co-location Space and/or facilities and connections provided under 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.

4.9 The use of the Co-location Space and/or facilities or connections provided under the Service for the purpose of routing transit traffic under clause 4.8 is subject to:

- (a) agreement being reached between _____ and the Customer on the terms and conditions of the transit routing; and
- (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.

4.10 The Customer may use the Co-location Space and/or facilities or connections provided under 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 service.

4.11 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 Co-location Space and/or facilities or connections provided under 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 4.7, 4.8, 4.9, and 4.10.

For the avoidance of doubt, the liabilities specified in this clause 4.11 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.

4.12 _____ may, upon giving _____ months' prior written notice to the Customer setting out reasons, change the location of the Co-location Space within _____ from time to time. _____ must ensure that the implementation of any such change causes minimal service interruption to the Customer. _____ may charge the Customer a proportion of its reasonable costs of implementation of any such change.

5. CUSTOMER'S INSURANCE

5.1 Customer must take out and maintain, for the term of this agreement:

- (a) comprehensive or commercial general liability insurance, with a limit of not less than _____ combined single limit per occurrence for bodily injury and personal injury to any person (including any Representative of _____); and
- (b) property damage liability to any property at the Cable Station (including any property of _____), in connection with this agreement.

5.2 Any policy of insurance procured by the Customer that provides insurance on any property of _____ must include a clause stating that such insurance is primary and non-contributory with any other insurance.

- 5.3 Customer shall provide that _____ is an insured under the insurance coverage under clause 5.1, ensuring that _____ may have the benefit of such insurance coverage .
- 5.4 If requested, the Customer will provide _____ with a certificate of insurance evidencing the insurance coverage under this clause 5.1 and _____ status as an insured under clause 5.3, and if requested, provide updated certificates from time to time.
- 5.5 If during the term of this agreement, the Customer fails to maintain or pay the premium on the insurance required under this clause 5, _____ must provide Customer with reasonable opportunity to rectify this failure. If Customer does not rectify within a reasonable period of time, _____ may secure equivalent insurance coverage or pay any delinquent premium. If _____ elects to do so, then _____ may, at its option:
- (a) demand reimbursement of the sum _____ has incurred plus interest at the Interest Rate from the date of _____ expenditure until the date of reimbursement by the Customer; or
 - (b) deduct from amounts due to the Customer from _____ an amount equal to _____ cost of such equivalent insurance or delinquent premium payment.

PART B

6. CHARGES

- 6.1 _____ shall provide a quotation to the Customer for the one-off set-up Charges for the preparation and implementation of the Co-location Space and the Service. These Charges will become payable as set out in the quotation.
- 6.2 If the Customer cancels its request for the Service at any time before the Actual Delivery Date, the Customer must pay _____ of the Non-Recurring Charges as a genuine pre-estimate of loss and not as a penalty.
- 6.3 The Minimum Commitment Period for the Service is _____ years commencing from the Service Commencement Date of the Co-location Space.
- 6.4 Subject to clause 6.6, at any time after the _____ anniversary of the Service Commencement Date of Co-location Space the Customer may terminate the Co-location Space and related services by giving _____ years advance notice to _____ of its intention to do so. After the _____ anniversary of the Service Commencement Date of the Co-location Space either party may terminate the Service at any time upon _____ months written notice.
- 6.5 Commencing from the Service Commencement Date of the Co-location Space the Customer must pay Site Management Charges and Facilities Charges. Commencing from the Service Commencement Date of the Backhaul Interconnect Fibre and the Lead-in Fibre the Customer must pay the Fibre, Ducting, Trunking and Lead-in Charges as set out in Appendix 2 to these Service Terms. These Charges will be adjusted regularly in the manner set out in the same schedule.

- 6.6 If the Customer cancels the Service after the Service Commencement Date but before the expiry of the Minimum Commitment Period, the Customer must pay the _____ as set out in Appendix 2 of these Service Terms, that would otherwise be payable for the duration of the Minimum Commitment Period.
- 6.7 All access by the Customer's representatives must be supervised by _____ staff and the Customer will be charged for the man-hours spent by _____ staff for the supervision of access, at _____ prevailing man-hour rates, and the traveling expenses incurred by _____ staff. _____ will charge for a minimum of _____ man-hours for each access during Office Hours and _____ man-hours outside Office Hours. The prevailing man-hour rate will be adjusted on _____ every year at _____ discretion.

- End -

Appendix 1

Specifications of Co-location Space

1. GENERAL FACILITIES:

- (a) The internal dimensions of the Co-location Space, measured from wall to wall and floor to ceiling, shall be not less than 2 meters deep by 10 meters wide by 2.9 meters high.
- (b) Floor Loading Capacity 7.5kPa.
- (c) Typhoon rating. The building complies with the Hong Kong Building Department's Code of Practice on Wind Effects in Hong Kong 2004 (<http://www.bd.gov.hk/english/documents/code/windcode2004.pdf>).
- (d) GPS antenna feed duct: will provide a ducting to house a GPS antenna feed cable for the Customer's GPS Antenna. The Customer's GPS antenna is to be mounted by the Customer.
- (e) Optical Fibre Distribution Frame

2. ENVIRONMENTAL SYSTEM

- (a) Day one design will provide a minimum of 3 split system air cooled air conditioning units (ceiling mount/cassette type) each rated at 10kW cooling per hour each, 450 Liters per second.
- (b) These units will be controllable by the customer via wall mounted control units. Customer will be responsible for its own remote monitoring equipment.
- (c) To allow for future expansion will pre-install pipe sleeves ducts to cater for an ultimate design of 6 units. Pre-installed pipe sleeve ducts will be sealed against the outside environment.
- (d) The building will be constructed from concrete.

3. FIRE DETECTION AND SUPPRESSION SYSTEM:

- (a) will provide a single FM200 gas fire suppression system covering the Customer's Co-location Space and the adjacent Co-location Space.

- (b) will provide a system compliant with the Hong Kong Fire Services Department requirement that FM 200 systems be design be in accordance with NFPA Standard 2001 and UL Standard 1058.
- (c) Under ordinary conditions where the system detects a fire and alarm will sound and trigger a 30 second count-down to release the FM200 cylinder.
- (d) In order to allow safe working within the facility, will provide a lock-off unit for remote isolation of the FM200 System. This provides a manual switch for deactivating the FM200 system within the Co-location Space. This switch also allows for manual activation of the system.
- (e) The system will be based on smoke detection using "System Sensor - Model 2151" or equivalent.
- (f) Internal and external alarm bells will be "Kobishi" or equivalent.
- (g) Direct link to Fire Services Department will be provided.
- (h) Optional dry contacts will be available for Customer alarm monitoring.

4. SECURITY:

- (a) The Cable Station boundary is surrounded by a 2 metre fence.
- (b) Security Personnel are on site 24x7.
- (c) CCTV monitors the main areas of the station
- (d) Only Customer Authorized Representatives as specified in Appendix 3 will be permitted access to the Co-location Space.
- (e) The Customer Co-location Space shall be secured via key lock access.

5. POWER AND LIGHTING SYSTEM

- (a) The Co-location Space will be provided with a single AC power feed from the Power Board. This feed will be backed up be Essential Power.
 - a. The Power Feed will supply 3 phase 380V/50Hz AC power and be terminated on the Co-location Space Power Distribution Unit. Cables and fixtures of the AC power Feed will be rated at 63N40kVA. Actual Current and power will be limited by circuit breaker installed on the Power Board.
 - b. The Essential Power Feed will be supplied by . Under normal conditions the power feed will be connected to the Mains Power. Within 1 minute of a failure in the Mains Power the Standby Generator will become active.
- (b) The Collocation Space will include a Power Distribution Unit (PDU). The PDU will be designed to supply 100A Three Phase Neutral, 12 WAY MCB Board compliant with BS5486 Part 12

- a. Mains and Essential Power for the customer's DC rectifiers.
 - b. Power for Lighting with light switches placed besides the door.
 - c. General Power Outlets
 - d. 6 Air-Conditioning Power Outlets
- (c) The earthing system will have two earth bars: one for the AC electrical system and the second for the DC/telecommunication system.
- i. The AC power earth system shall have an earth resistance of not greater than 4 ohms. It will include an earth bus bar inside the Co-location Space.
 - ii. The DC/Telecommunication earth system shall have an earth resistance of not greater than 3 ohms terminated on an earth bus bar inside the room for telecom equipment.

6. OPTICAL FIBRE DISTRIBUTION FRAME

- a) The Co-location Space will include the Co-location ODF.
- b) The Co-location ODF will be equipped with sufficient SC/APC optical patching panels/trays and/or optical fibre splicing trays to: terminate the Lead-in Fibre and Backhaul Interconnect Fibre cables; and allow these fibres to be patched or spliced through to the Customer's equipment.
- c) Where SC/APC optical patching panels are provided, _____ will be responsible for terminating the Lead-in Fibre and/or Backhaul Interconnect Fibre cables on the Co-location ODF.

- End -

SERVICE TERMS FOR

CABLE STATION CO-LOCATION

Appendix 2

Site Management, Cable Access and Facilities Charges

1. SITE MANAGEMENT CHARGES

- (a) Site Occupation Charge HK\$650 per square meter per month
- (b) Building Management Charge HK\$50 per square meter per month

The site management charges set out above will be adjusted annually based on the market rent of commercial buildings.

2. FACILITIES CHARGES

	Facilities Provided to the Customer at	Monthly Charges Payable by the Customer
a)	Basic Facilities Charge for routine maintenance of air-conditioning, fire fighting and detection system	HKD179.55 per square metre
b)	AC Power	CLP basic charge of HKD330 per 5 kVA – based on circuit breaker size (re-billed by)
		Usage charges are directly metered by CLP*
	Essential AC Power Supply reservation (upgrade subject to availability)	HK\$1,030 per 5kVA of AC power capacity – based on circuit breaker size
c)	Air-conditioning Usage Charges	Included as part of the AC Power usage directly metered by CLP*
d)	Rates, rents and other government charges	Quoted based on evaluation by government from time to time
e)	Other Charges	As agreed

* Subject to CLP’s agreement, the power for the Service will be provided by CLP and charged in accordance with CLP’s standard rates and adjustments.

The Facilities Charges cover:

- (a) Annual testing & commissioning of fire services System
- (b) Monthly visual inspection of the hut
- (c) Monthly inspection of the electrical system
- (d) Maintenance of CCTV system
- (e) Monthly maintenance of air conditioning system (room temperature, check the function of the air conditioner, cleaning the filter)

– they do not cover repair – any repair costs plus a basic admin charge payable to shall be borne by the Customer.

3. FIBRE, DUCTING, TRUNKING AND LEAD-IN CHARGES

Day 1 set-up –

Fibre & ducting charges

	Install charge	Monthly charge
Ducting from Hut to Cable Station Manhole – Single duct (Based on HKD3500 MRC per dedicated duct)	Included in Hut build	HK\$3,500
2 diverse ducts from Cable Station Manhole to DJP (Shared) (Based on HKD1500 MRC per shared duct, e.g. from Cable Station Manhole to DJP.)	Propose to use existing subject to space	HK\$3,000
Single duct from Hut to CS	Included in Hut build	HK\$3,500
Backhaul Interconnect Fibre. DJP to Hut 2x24 cores # (Based on HKD3000 MRC Fibre O&M per cable up to 200 cores) (Install charge includes initial splicing of four (4) cores to the Co-location ODF)	HKD134,000	HK\$6,000
Lead in Fibre. Hut to CS 2 x 200 cores # (Install charge includes initial splicing of all 400 cores at both the Co- location ODF and ODF)	HKD924,000	HK\$6,000
Total	HKD1,058,000	HK\$22,000

4. CHARGE ADJUSTMENT

- (a) The Charges set out in paragraph 3 of this Appendix 2, and the basic facilities charge under paragraph 2(a) and Essential AC Power Supply charges under paragraph 2(b) may be increased by _____ 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 -

Appendix 3

Access Terms

1. GENERAL

- 1.1 This Appendix 3 governs the terms and conditions for authorised representatives of the Customer to access . This Appendix 3 may be amended from time to time by written notification from to the Customer.
- 1.2 An "Authorised Representative" under this Appendix 3 means an employee, agent or contractor of the Customer duly authorised by it to physically access the Customer equipment in the Co- location Sp ace within .
- 1.3 The Customer must ensure that its Authorised Representative:
- (a) only access the Co-location Space for the purposes of delivering Customer equipment, or performing installation and maintenance work on the Customer equipment; and
 - (b) has the skills and qualifications required to carry out its work at the Co- location Space safely and competently; and
 - (c) complies with these Service Terms in all respects.
- 1.4 When accessing the Co- location Space, each Authorised Representative must produce a legal identification document with photograph (which may be a valid passport or a Hong Kong identity card), and a valid staff card (if requested by the). Any Authorised Representative who is not an employee of the Customer will only be allowed access if accompanied by an Authorised Representative who is an employee of the Customer.
- 1.5 All acts or omissions of all Authorised Representatives seeking access to or accessing the Co-location Space are deemed to be acts or omissions of the Customer for which the Customer is liable.

2. ACCESS TO

STANDARD ACCESS

- 2.1 will grant the Customer (including each of its Authorised Representatives) physical access to the Co-location Space during Office Hours if:
- (a) such access is required in accordance with this Appendix 3; and
 - (b) subject to clause 2.2, the Customer has given prior notice in writing to no less than Business Days before the requested date of access.

EMERGENCY ACCESS

- 2.2 If the Customer must access the Co-location Space in _____ for urgent maintenance work (less than _____ Business Days prior notice), _____ may grant the Customer urgent access provided the Customer provides all reasonable information requested by _____ with respect to such access. For the avoidance of doubt, the Customer must still comply with the procedures set out in clauses 2.5 to 2.11.

Equipment Delivery

- 2.3 If the Customer wishes to have any equipment delivered to _____ during or after Business Hours, it must make a request to _____ and _____, provided there is available space at _____, _____ shall agree to receive shipments of such equipment on the following terms:

- (a) if _____ is required to store equipment for a period greater than _____ calendar days, _____ may charge the Customer for such storage;
- (b) _____ may, acting reasonably and at the cost of the Customer, dispose of equipment shipped to _____ which has not been removed or installed by Customer by the agreed time;
- (c) _____ is not responsible for verifying that the delivered shipments match any delivery note or packing list accompanying the shipment;
- (d) _____ is not responsible for the correctness and condition of the delivered shipments even if _____ personnel have acknowledged receiving the shipments on the shipper's delivery note;
- (e) _____ is not responsible for any loss, theft, or damage to the equipment (unless due to _____ gross negligence or willful default); and
- (f) Customer must make its own arrangements for all shipping and equipment insurances in respect of the equipment received and stored in accordance with this clause.

- 2.4 In addition to clause 2.3 of this appendix 3, if the Customer wishes to have any of its equipment delivered to _____ and operation of a hoist is required for the delivery, the Customer must:

- (a) provide written notice to _____ at least _____ Business Days before the proposed date of delivery; and
- (b) have an Authorised Representative present at _____ to accept delivery of the equipment and materials.

Notice

2.5 For all access to the _____, the Customer must make a request to _____. A request by the Customer (whether orally or in writing) must include the following information:

- (a) the name, identification document number, staff card number and work title of all Authorised Representatives requesting access;
- (b) the purpose for which physical access is requested, in detail; and
- (c) the duration of access required.

("Entry Notice")

2.6 An Entry Notice must be communicated to the contact point at _____ as notified to the Customer from time to time.

2.7 _____ shall respond to an Entry Notice:

- (a) within _____ Business Days of receiving an Entry Notice for the purposes of access contemplated under clause 2.1;
- (b) within _____ hour of receiving an Entry Notice for the purposes of access contemplated under clause 2.2 during Office Hours; and
- (c) within _____ hours of receiving an Entry Notice for the purposes of access contemplated under clause 2.2 outside Office Hours.

2.8 In its response under clause 2.7, _____ must either:

- (a) state that the request for access is approved and confirm the time and date for access by the Customer's Authorised Representatives; or
- (b) request further information; or
- (c) deny the request for access stating the reason for the denial.

2.9 Where access is granted by _____ under clause 2.8 for access outside Office Hours in cases of emergency under clause 2.2, such access will be provided within _____ hours of _____ response to the Entry Notice.

2.10 _____ may refuse or revoke its consent for the Customer to access to the Co-location Space if:

- (a) _____ reasonably considers that the Co-location Space is unsafe; or
- (b) _____ reasonably considers that the Customer is, or is likely to be, in breach of the terms and conditions of this Agreement; or
- (c) no reason is given by the Customer for the access sought or the reason is inconsistent with the agreed purpose.

2.11 If _____ denies a request for access, it must state the reason for the refusal.

3. PHYSICAL ACCESS PROCEDURES AND CONDITIONS

3.1 The Customer may:

- (a) physically access the Co-location Space only if a _____ representative is in attendance at all times;
- (b) physically access the Co-location Space only to and through that part of _____ for which approval has been granted.

3.2 The Customer must:

- (a) _____ in relation to any access, at its own cost, comply with:
 - (i) all requirements, safety standards and codes of conduct of _____ which are applicable to _____ and as advised by _____ ;
 - (ii) all relevant laws of the Hong Kong Special Administrative Region;
 - (iii) all security requirements and conditions, established and modified by _____ at its reasonable discretion and advised to the Customer from time to time; and
 - (iv) all reasonable instructions of _____ in relation to safety and security at _____ .
- (b) promptly notify _____ of any fault, defect or problem with the Co-location Space or its vicinity which comes to the attention of the Customer;
- (c) ensure that the Co-location Space is left in a safe and clean condition on each occasion of access, and that physical access to the Co-location Space is not blocked or otherwise obstructed by the Customer's equipment or any other material;
- (d) comply with _____ directions in relation to fire prevention, safety and security; and,
- (e) pay for access in accordance with the charges set out in Schedule 1 to this Appendix or notified by _____ from time to time.

3.3 The customer must ensure that each of its Authorised Representatives physically accessing the Co-location Space:

- (a) complies with the all of the terms and conditions imposed on the Customer under this Appendix;

- (b) has been approved by the Customer in respect of security status, skills and qualifications;
- (c) signs a log book in which is recorded the name of the person, date and time of entry and departure from ; and,
- (d) promptly complies with the reasonable directions of representative in relation to safety, security and normal functioning of .

3.4 The Customer is entitled to temporarily remove or copy the log book referred to in clause 3.3 for the purpose of checking the information recorded therein.

3.5 The Customer's Authorised Representative must inform representative as soon as reasonably practicable after work in the Co-location Space has been completed and each Authorised Representative has left the Co-location Space.

4. ACCESS RESTRICTIONS

4.1 The Customer must not:

- (a) access or use the Co-location Space in any manner inconsistent with the Agreement or for any purpose other than agreed;
- (b) bring any equipment, goods, or chattels into the Co-location Space which are not reasonably necessary for the purpose agreed;
- (c) access any areas of other than the Co-location Space without the approval of ;
- (d) cause any nuisance, interference, disturbance, inconvenience, hazard or danger to neighbouring premises of the Co-location Space or to any property in the neighbourhood of the Co-location Space;
- (e) leave any flammable, explosive, or hazardous material in or around the Co-location Space;
- (f) without the prior consent of display any signs or notices bearing any logo, name or other identification mark of the Customer at the Co-location Space;
- (g) extend or increase electrical power wiring within the Co-location Space unless with the prior consent of ;
- (h) make any alteration to the Co-location Space (other than work normally associated with installation of racks and equipment and use of the Co-location Space) or alter the existing locks, bolts and fittings on the entrance door to the Co-location Space, or install any additional locks, bolts or fittings; or,

- (i) inspect or record any image, notes or data of or in relation to any equipment at other than the Customer's equipment or related services provided under this Agreement

4.2 Each party must not do or permit or suffer to be done or omit to do anything in connection with access or physical access to the Co-location Space under this Appendix that might reasonably be expected to:

- (a) threaten the safety or security of:
 - (i) employees or customers of the other party; or
 - (ii) any third person or employees or customers or any third person; or
 - (iii) property of the other party; or
 - (iv) the property of any third person; or
- (b) cause damage to:
 - (i) the property of the other party; or
 - (ii) the property of any third person; or
- (c) interfere with the delivery of telecommunications service supplied or to be supplied by the other party or any other third person; or
- (d) adversely affect the integrity or confidentiality of communications within the network of the other party or a third person; or
- (e) cause any insurance on against loss or damage by fire and other calamities and/or claims by third parties for the time being in force to be rendered void or voidable or whereby the premium thereof may be increased, as may be informed by the other party.

- End -

SERVICE TERMS FOR

CABLE STATION CO-LOCATION

Appendix 4

Escorted Access Charges and man-hour rates as at

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

Access during Office Hours will be charged a minimum of hours.

Access outside Office Hours will be charged a minimum of hours.

Appendix 5

Installation of Backhaul Interconnect and Lead-in Fibre

1. Installation of Fibre Cable

- 1.1 This Appendix 5 governs the terms and conditions for the provision and installation of fibre cable into to provide transmission capacity and connection between the Customer's equipment within the Co-location Space of , the Customer's backhaul and the Building.

2. Duct Jointing Point

- 2.1 The Customer must use the manholes of third party facility providers outside .
- 2.2 As at the date of this Agreement, a number of third party providers have constructed a duct from their manholes towards recommended manhole terminating at approximately 1 metre distance from interconnect manholes.
- 2.3 has constructed a duct from interconnect manholes to the third party provider's duct, which will be about 1 metre in length. The meeting point of and the third party provider's ducts is the Duct Jointing Point ("DJP").

3. Fibre, Trunking and Duct Provisioning

- 3.1 shall provide and run the fibre cable at the cost of the Customer from the Co-location Space to manhole near the DJP then passing the fibre through the DJP to the third party provider's manhole ("**Backhaul Interconnect Fibren**"). The Customer is responsible for the splicing and connection of the Backhaul Interconnect Fibre at the third party provider's manhole. Inside the Co-location Space will terminate the Backhaul Interconnect Fibre to the Co-location ODF.
- 3.2 shall provide and run fibre cable at the cost of the Customer from the Co-location ODF within the Co-location Space to a ODF inside the Building ("**Lead-in Fibre**").
- 3.3 The Backhaul Interconnect Fibre and the Lead-in Fibre (not including the connection of the cable to the Customer's ODF) are owned and shall be maintained by . responsibility to maintain the cables excludes

normal wear-and-tear of the cables. The Customer will bear all the costs of replacement if replacement of these cables is required after the initial installation, except where the replacement is required due to defective materials or workmanship or negligent action of .

- 3.4 shall prepare the lead-in, trunking and other connecting facilities for pulling the fibre cable into the Co-location Space. may also carry out modification, alteration, moving or relocation of such facilities as required at the cost of the Customer.
- 3.5 Except for the initial cost of splicing which is covered by the 'Install Charge' set out in Appendix 2 for the Backhaul Interconnect Fibre, agrees to carry out all future connection and termination work of the fibre cable to the Co-location ODF at the cost of the Customer. The splicing of the fibre cable within the third party provider's manhole is the responsibility of the Customer.
- 3.6 Except for the initial cost of splicing which is covered by the 'Install Charge' set out in Appendix 2 for the Lead-in Fibre, agrees to carry out all future connection and termination work of the fibre cable to the Co-location ODF and the ODF inside the cable station at the cost of the Customer.

4. Responsibilities

- 4.1 shall maintain the portion of fibre cable from DJP to the Co-location Space. For the avoidance of doubt, the connection and termination of the fibre cable within the Co-location Space between the Co-location ODF and the customer's equipment; and the fibre cable beyond manhole towards the DJP shall be maintained by the Customer.
- 4.2 The Customer shall not access the portion of the fibre cable from the DJP to the Co-location Space. However, the Customer may authorise to conduct all types of work to be performed on any part of the fibre cable from the DJP to the Co-location Space as is considered reasonably necessary by the Customer and notified to with advance written notice, including inspection, realignment, removal and replacement. The Customer must pay for the above work performed by .

4.3 If [redacted] reasonably determines that this part of the fibre cable must be moved and no other practicable alternative is available, it will provide [redacted] Business Days advance notice or [redacted] hours oral notice in case of emergency to the Customer that the fibre cable will be moved at the Customer's expense. [redacted] will use its reasonable endeavours to minimize disruption to the Customer's equipment during the course of movement (if necessary resources are available) and will also use reasonable endeavours to minimize the costs to the Customer. However [redacted] will have no liability for any accompanying service interruption that is incidental to the cable movement.

4.4 [redacted] will clear blockages in and perform normal remedial work to the lead-in and trunking facility. However other planned or unplanned remedial work will not be covered. The parties will discuss and agree the cost for planned and unplanned remedial work when it becomes necessary.

4.5 Ownership of the Backhaul Interconnect Fibre and the Lead-in fibre remain with [redacted].

5. Charges

5.1 The Customer shall pay [redacted] the following one-off charges for the installation of fibre cable into [redacted]:

(a) Feasibility Study Charge

The Feasibility Study Charge covers [redacted] cost in desktop and physical survey to locate a suitable manhole, duct route and fibre cable route for the Customer's construction of duct and manhole required for this installation. The charge is quoted on a case by case basis and is payable by the Customer to [redacted] irrespective of the study results.

(b) Fibre Cable Installation Charge

The Fibre Cable Installation Charges apply to:

- (i) the installation of the Backhaul Interconnect Fibre. The initial charges are set out in Appendix 2 to these Service Terms. The charge for any future expansion will be quoted by [redacted] after the feasibility study shows the installation is feasible.
- (ii) the installation of the Lead-in Fibre. This covers supply for fibre, splicing and testing, installation of additional Optical Distribution Frames ("ODFs"), cable racking and/or ducting required inside or outside Co-location Space as required for connection between the [redacted] ODF inside the [redacted] Building and the Co-location ODF inside the Co-location Space. The initial charges are set out in Appendix 2 to these Service Terms. The charge for any future expansion will be quoted by [redacted] after the feasibility study shows the installation is feasible.

(c) Other One-off Charges

One-off Charges cover the additional charges for non-standard procedures, non-office hour working, rescheduled operations, variation and cancellation requests and other additional work requested by the Customer and agreed by from time to time. The charges will be quoted by on a case by case basis.

5.2 The Customer will pay the following recurrent charges:

(a) Duct, Lead-in and Trunking Charges

The Customer shall pay for the dedicated and shared duct, lead-in and trunking facilities including:

- (i) the duct between the DJP and the Cable Station Manhole inside the boundary;
- (ii) the duct between the Cable Station Manhole and the Co-location Space;
- (iii) the lead-in duct from the Co-location Space to the cable station;
- (iv) trunking facilities within cable chambers and equipment floors for running of the fibre cable from the Lead-in to the optical distribution frame inside the .

The initial duct charges are set out in Appendix 2 to these Service Terms.

(b) Fibre Operations and Maintenance Charges

The Customer shall pay Fibre Operations and Maintenance Charges for each:

- (i) Backhaul Interconnect Fibre cable; and,
- (ii) Lead-in Fibre cable.

The initial operations and maintenance charges are set out in Appendix 2 to these Service Terms. This covers inspection and fault finding services. Repairs or replacement will be charged separately at the cost of the Customer.

5.3 The Customer will pay the following Cable Work charges:

- (a) The Customer must pay for the man-hours and reasonable travelling expenses incurred by for each occasion it performs cable works under clause 4.2. A minimum of man-hours for each occasion within office hours and man-hours outside office hours in accordance with the prevailing man-hour rates of will be charged to the Customer.

5.4 The Backhaul Interconnect Fibre and the Lead-in Fibre will be subject to the same Minimum Commitment Period as the Co-location Space.

- End -

SERVICE TERMS FOR

CABLE STATION COLOCATION

Appendix 6

Cable Systems

