

SERVICE TERMS ID No.
GENERAL TERMS ID No.

SERVICE TERMS FOR CABLE STATION MID-SPAN FIBRE SERVICE

These Service Terms form part of the Agreement between _____ and the Customer on and from the latter of the dates below.

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: _____

1. DEFINITIONS

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

Cable System means each cable system landing at which may be connected to the Mid-Span Fibre via cross connects as more fully described in the *Service Terms for International Cable Interconnection* – signed by the parties.

Charges Section means the section of the Customer Order setting out the Charges applicable to the Service.

Day means a calendar day.

Duct Jointing Point or DJP the point at which the duct from interconnect manhole meets the duct from the Third Party Provider's manhole.

Third Party Provider means the third party provider designated by Customer to provide onward connectivity for the Mid-Span Fibre Service from the DJP to the Customer's point of presence. **Emergency Maintenance** means maintenance which is required to be performed urgently in order to prevent loss or damage to or any equipment or services of any party using

Fibre O&M Service has the meaning given to this term in clause 2.6.

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 means the mid-span fibre used for the Mid-Span Fibre Service as described more particularly in clause 2.1.

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 charges as set out in the Customer Order for the Service.

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

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 Ducts and/or the Mid-Span Fibre 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 each of the Mid-Span Fibre Service and the Fibre O&M Service provided by pursuant to these Service Terms and the Customer Order.

Service Commencement Date means the date on which notifies the Customer that the Service is ready for use or shall commence.

means the submarine cable station operated by

Building means the main cable station building at

2. SERVICE

Mid-Span Fibre Service

- 2.1 shall provide to the Customer a mid-span fibre from the DJP to the ODF at for the sole purpose of connection to the Customer's circuits in the Cable Systems landed at , or as otherwise agreed, ("**Mid-Span Fibre Service**").
- 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 Mid-Span Fibre and capacity acquired by the Customer in a Cable System, subject to the relevant Service Terms.
- 2.3 The Customer shall use the existing manhole of the Third Party Provider outside for onward connection of the Mid-Span Fibre from the DJP. is not responsible for this onward connection.
- 2.4 shall provide and run the Mid-Span Fibre at the cost of the Customer from the ODF to manhole near the DJP then pass the fibre through the DJP to the Third Party Provider's manhole. The Customer is responsible for the splicing and connection of the Mid-Span Fibre at the Third Party Provider's manhole. Inside the Building will terminate the Mid-Span Fibre to the ODF.
- 2.5 The splicing of the Mid-Span Fibre within the Third Party Provider's manhole is the responsibility of the Customer.

Fibre Operations & Maintenance

- 2.6 shall provide operation and maintenance services for the Mid-Span Fibre in accordance with this clause 2.7 ("**Fibre O&M Service**").
- 2.7 responsibility to maintain the Mid-Span Fibre excludes normal wear-and-tear of the Mid-Span Fibre. The Customer will bear all the direct and reasonable costs of replacement if replacement of the Mid-Span Fibre is required after the initial installation, except where the replacement is required due to defective materials or workmanship or the negligent act of . The Fibre O&M Service shall cover inspection and fault finding services. Repairs or replacement will be charged separately at the cost of the Customer.
- 2.8 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 Mid-Span Fibre Service unless agreed by the Customer or otherwise provided for under this Contract.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 The Mid-Span Fibre is owned by . Nothing in this Agreement transfers any rights of ownership to any part of the Mid-Span Fibre to the Customer.
- 3.2 The Customer must ensure that its equipment, wherever placed, will not interfere with equipment inside . If reasonably considers that the Customer's equipment has interfered or is likely to interfere with equipment, 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 Mid-Span Fibre Service on Business Days notice to the Customer; or
 - (b) in the case of significant interference or safety hazard disconnect the Mid-Span Fibre Service with as much notice as reasonably practicable, if any.
- 3.3 The Customer must not resell or sublease, or purport to resell or sublease, all or any part of the Service or the Mid-Span Fibre.
- 3.4 The Customer may use the Mid-Span Fibre 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 the Customer takes reasonable measures 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.
- 3.5 The use of the Mid-Span Fibre Service for the purpose of routing transit traffic under clause 3.4 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.
- 3.6 The Customer may use the Mid-Span Fibre Service, in accordance with the terms and conditions of this Contract 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 applicable 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.
- 3.7 Subject to clause 9.4 and 9.5 of the General Terms, 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 Mid-Span Fibre Service; and
 - (b) the proper performance by _____ of any work, activities or maintenance requested by Customer, including the Fibre O&M Service.
- 3.8 _____ may, upon giving _____ months' prior written notice to the Customer setting out reasons, change the location or routing of the Mid-Span Fibre 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.

- 3.9 The Customer shall not access the portion of the Mid-Span Fibre from the DJP to the Building. However, the Customer may request to conduct all types of work to be performed on any part of the Mid-Span Fibre from the DJP to the Building as is considered reasonably necessary by the Customer for the operation of the Mid-Span Fibre Service, including inspection, realignment, removal and replacement. Any such work, and the costs of such work, must be agreed by the parties in advance.
- 3.10 If reasonably determines that the part of the Mid-Span Fibre from the DJP to the Building must be moved and no other practicable alternative is available, it will provide Business Days advance notice or hours oral notice in case of emergency to the Customer that this part of the Mid-Span Fibre cable will be moved at the Customer's expense. If necessary resources are available, will use its reasonable endeavours to minimize disruption to the Customer's equipment during the course of movement and will also use reasonable endeavours to minimize the costs to the Customer. However will have no liability for any accompanying service interruption that is incidental to the cable movement under this clause 3.10.

4. CHARGES

- 4.1 Upon the Customer's request, shall provide a quotation to the Customer for the one-off set-up Charges for the preparation and implementation of the Mid-Span Fibre Service and the Fibre O&M Service.
- 4.2 To order the Service, the Customer shall sign a Customer Order based on a quotation provided by in clause 4.1. The Customer Order shall set out both the Non-Recurring Charges (NRC) and Monthly Recurring Charges (MRC). shall notify the Customer as soon as reasonably practicable after receipt of a Customer Order that it either accepts or rejects the Customer Order. If accepts the Customer Order, the Customer Order shall be effective as at the date of such notification.
- 4.3 The Non-Recurring Charges shall be invoiced by upon the effective date of the Customer Order. Monthly Recurring Charges are invoiced monthly in advance on and from the Service Commencement Date. Charges are payable in accordance with the General Terms.
- 4.4 If the Customer cancels its request for the Service at any time before the Service Commencement Date, the Customer must pay of the Non-Recurring Charges as a genuine pre-estimate of loss and not as a penalty. If the Non-Recurring Charges have already been paid in full by the Customer, the Customer is entitled to a refund of only of the Non-Recurring Charges.
- 4.5 The Minimum Commitment Period for the Service is years commencing from the Service Commencement Date of the Service.
- 4.6 After the Minimum Commitment Period, the Service shall continue indefinitely until terminated by either party at any time upon at least months written notice to the other party.

4.7 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; or
- (b) by _____ for the Customer's breach;

the Customer must pay Cancellation Charges calculated by multiplying the months (including parts thereof) remaining in the Minimum Commitment Period by the MRC for all or part of the Service cancelled.

4.8 The Charges set out in the Customer Order 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.

4.9 If _____ increases the Charges in accordance with clause 4.8, the revised charges will apply from 1 January the each year based on the CPI increase during the previous year from 1 September to 31 August rounded up to the nearest HKD100.

4.10 No adjustment under clause 4.8 will be made if the charges calculated in accordance with the adjustment would be lower than the amount prior to the adjustment.

4.11 For the avoidance of doubt, the parties acknowledge that nothing in this Contract obliges _____ to extend the Mid-Span Fibre Service or Fibre O&M Service in future. The charge and terms for any future expansion will be agreed by the parties.

CUSTOMER ORDER

FOR

CABLE STATION MID-SPAN FIBRE

Customer Order ID.
Service Terms ID.
General Terms ID.

1. (a) Customer Details

Entity:	
Customer Contracting Legal Entity:	
Business Registration No.:	
Billing Account ID:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	

1. (b) Customer Billing Details

Account Name:	
Billing Contact Name:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	

1. (c) Address for Notices

Customer Name:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	

2. Network Contacts

Emergency Maintenance Contact Details

Contact Name:	
International Telephone No.:	
Email Address:	
International Fax No.:	

Scheduled Maintenance Contact Details

Contact Name:	
International Telephone No.:	
Email Address:	
International Fax No.:	

3. Service

- (a) Mid-Span Fibre Service consisting of 2 x 96 fibre cores from ODF to Duct Jointing Point
- (b) Fibre O&M Service consisting of operations and maintenance of the Mid-Span Fibre as set out in the Service Terms.

4. Charges

Minimum Commitment Period

60 Months

Non-Recurring Costs

HK\$922,500

Including:

- Supply of fibre
- Laying of fibre
- Fibre Termination at ODF
- Duct cost recovery
- Project Management fee

Month Recurring Charges

	Monthly charges
Mid-Span Fibre Service Charge	HK\$7,020
Fibre O&M Service Charge	HK\$6,300

5. Service Commencement Date

1 October 2009

Signature

Signature:

Name
Title
Date

CUSTOMER ORDER

FOR

CABLE STATION MID-SPAN FIBRE

Customer Order ID.
Service Terms ID.
General Terms ID.

1. (a) Customer Details

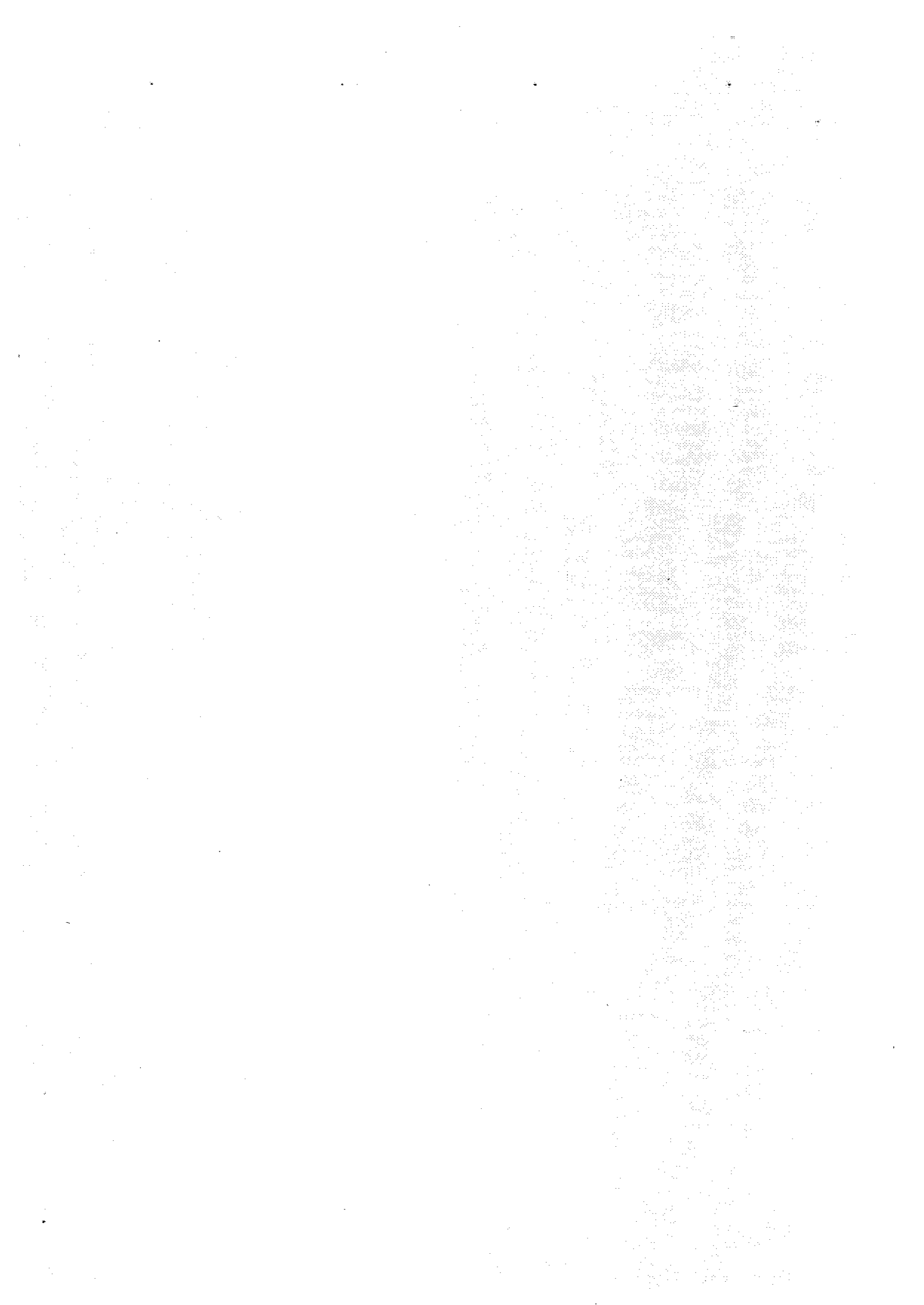
Entity:	Hong Kong
Customer Contracting Legal Entity:	
Business Registration No.:	
Billing Account ID:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	

1. (b) Customer Billing Details

Account Name:	
Billing Contact Name:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	

1. (c) Address for Notices

Customer Name:	
Street Address:	
City/State/Post Code/Country:	
Contact Person:	
E-mail Address:	
International Telephone Number:	
International Fax Number:	



2. Network Contacts
Emergency Maintenance Contact Details

Contact Name:	
International Telephone No.:	
Email Address:	
International Fax No.:	

Scheduled Maintenance Contact Details

Contact Name:	
International Telephone No.:	
Email Address:	
International Fax No.:	

3. Service

- (a) Mid-Span Fibre Service consisting of 2 x 96 fibre cores from ODF to Duct Jointing Point
- (b) Fibre O&M Service consisting of operations and maintenance of the Mid-Span Fibre as set out in the Service Terms.

4. Charges

Minimum Commitment Period

60 Months

Non-Recurring Costs

HK\$922,500

Including:

- Supply of fibre
- Laying of fibre
- Fibre Termination at ODF
- Duct cost recovery
- Project Management fee

Month Recurring Charges

	Monthly charges
Mid-Span Fibre Service Charge	HK\$7,020
Fibre O&M Service Charge	HK\$6,300

5. Service Commencement Date

1 October 2009

