

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 Agreement.

**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 7 to the Co-location Service Terms or as up-dated from time to time by .

**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' or 'Unified Carrier Licence' for the provision of cable-based External FTNS issued pursuant to the Telecommunications Ordinance.

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

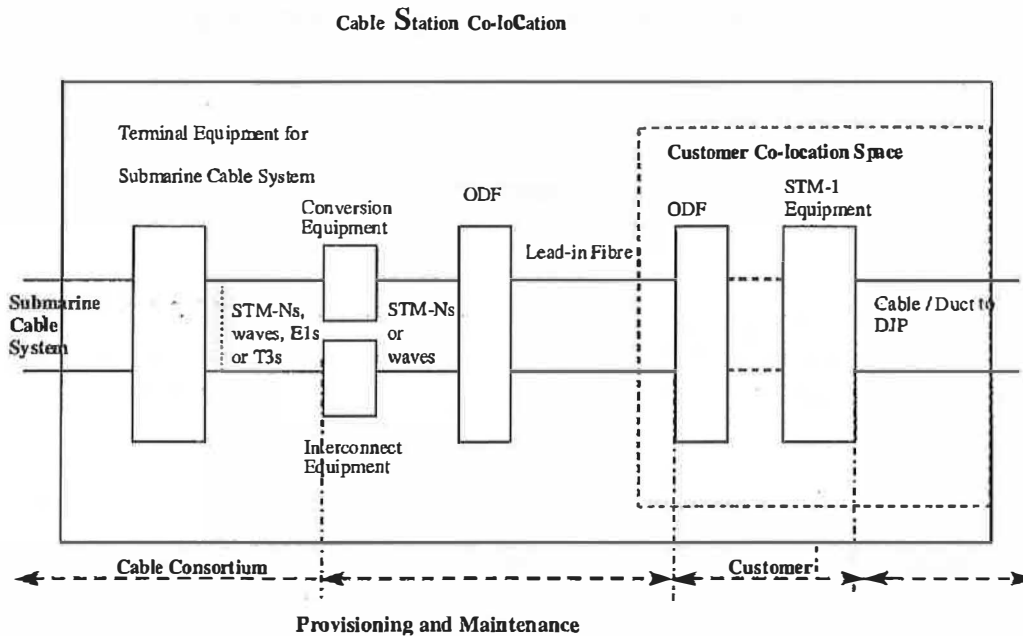
**Service** has the meaning given in clause 2.1.

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

at means the submarine cable station operated by

## 2. SERVICE

- 2.1 shall provision interconnect and/or conversion equipment to connect the Customer's co-located equipment via the Lead-in Fibre to the capacity acquired by the Customer in the Cable System landed in ("Service"). The configuration of the provision 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 .

## 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 ODF via:
    - (i) electrical to optical conversion and interconnect equipment (E2O). This is based on STM-1 electrical signal being converted to an STM-1 optical signal;
    - (ii) electrical to optical conversion, muxing and interconnect equipment (E2O Conversion and MUXing). This is based on sub STM-1 electrical signal from the Cable System being converted and mapped to an STM-1 optical signal; or,
    - (iii) optical fibres (O2O). Used where the signal from the Cable System is optical;

- (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 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.
- 3.3 For O2O the Interconnection with the Customer's equipment will be on a fibre pair basis irrespective of the bandwidth.
- 3.4 For E2O Conversion and MUXing shall provide interconnect equipment to connect the cable capacity acquired by the Customer, which is below or not full STM-1, to a physical STM-1 interface for connection to the Customer's co-location equipment. 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 shall provide conversion equipment to provide electrical to optical conversion function only to connect the cable capacity acquired by the Customer, which is in full STM-1, to the consortium equipment at physical STM-1 electrical interface to the Customer's co-location equipment at physical STM-1 optical interface.
- 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 equipment 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 other than Interconnection 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 Co-location Service Terms and may be adjusted on 1 July every year.
- 5.6 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 5.6(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 HKD100.

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:

(i) all new orders; and

(ii) existing Services after their Minimum Commitment Periods expire.

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**

**E20 pricing effective**

**Standard contract - month MCP with month to month rollover**

**E20 Conversion only  
Standard 10 Business Day lead time**

	NRC (HKD)	MRC (HKD)
STM1	6,000	3,000
STM4	NA	NA
STM16	NA	NA

**E20 Conversion only  
Level 1 Expedite: 6-9 Business Days**

	NRC (HKD)	MRC (HKD)
STM1	9,000	3,000
STM4	NA	NA
STM16	NA	NA

**E20 Conversion only  
Level 2 Expedite: 3-5 Business Days**

	NRC (HKD)	MRC (HKD)
STM1	12,000	3,000
STM4	NA	NA
STM16	NA	NA

**E20 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 rollover**

**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 1 month to 1 month**  
**rollover**

**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 rollover**

**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 -

