

SERVICE TERMS FOR CABLE STATION CO-LOCATION

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

Signature of Authorised Representative

Name of Authorised Representative (Print)

Position

Date: _____

Signed by the Authorised Representative of

Signature of Authorised Representative

Name of Authorised Representative (Print)

Position

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 Station Manhole is shown in Diagram 1 of Appendix 1.

Cable System means each cable system set out in Appendix 7 to these Service Terms or as up-dated from time to time by _____

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

Co-location Space / Customer 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.

_____ means _____

Interconnect Manhole means the manholes nos. 645 and 657 as highlighted in the diagram of clause 6.1 of Appendix 5 or other manholes as agreed between and the Customer from time-to-time.

Lead-in Fibre has the meaning ascribed to it in clause 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' or a '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.

Non-Recurring Charges (NRC) means the charge for the construction of the Co-location Space as agreed in clause 6.1, charges set out in clause 5.1 of Appendix 5 and all the charges identified as "Install Charges" set out in Appendix 6.

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.

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

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

Building means the main cable station building at

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 ("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.

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) [redacted] 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 [redacted], 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 [redacted] and the Customer on the terms and conditions of the transit routing; and
 - (b) the Customer receiving written consent to the transit routing from [redacted]; and
 - (c) the Customer receiving written consent from the third party cable capacity owner, and such consent is evidenced to [redacted] 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 US\$10,000,000 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 _____ (including any property of _____), in connection with this agreement; and
 - (c) insurance for Customer owned or controlled equipment and amended from time to time in order to ensure adequacy of the insurance coverage.
- 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 excess and non-contributory with any other insurance.
- 5.3 Customer must name _____ and its assignees as an additional party to the insurance coverage under clause 5.1. _____ is entitled to assign all or any part of its rights and interests in such policy to any person.
- 5.4 If requested, the Customer will provide _____ with a certificate of insurance evidencing the insurance coverage under this clause 5.1, and if requested, provide updated certificates from time to time.

- 5.5 If the Customer fails to maintain or pay the premium on the insurance required under this clause 5, _____ 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 written 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 -

SERVICE TERMS FOR CABLE STATION CO-LOCATION

Appendix 1

Specifications of Co-location Space

1. GENERAL FACILITIES AND ENVIRONMENTAL CONDITIONS:

- (a) Co-location Space will be at [redacted] with the following internal dimensions 2m x 10m wide with a clear height of 2.9 meters and is shown as Colocation Room 5 in Diagram 1 of this Appendix.

Note : The actual height which can be used by the Customer for equipment and cable racks will be agreed between the parties during finalisation of detailed design of the Co-location Space.

- (b) Environmental conditions (Floor Loading Capacity is guaranteed by [redacted], other conditions are not monitored or guaranteed by [redacted]):
- | | | |
|-------|-------------------------------|--------------------------|
| (i) | Temperature – set by Customer | |
| (ii) | Heat Dissipation | 80 BTU/hr/sq ft, maximum |
| (iii) | Floor Loading Capacity | 7.5kPa |
| (iv) | Indicative Humidity | 55+/- 15% |

Note : The temperature and humidity figures refers to nominal values and may have long periods of deviations in case of air-conditioning plant failure.

- (c) Initial design will provide a minimum of four 12.5kW split system air cooled air-conditioning units (ceiling mount/cassette type approximately 850mm X 850mm X 300mm (D)) with outdoor compressor unit installed on rooftop of the Co-location Space. Dry contacts indicating failure condition of air-conditioning units will be provided for the Customer's use.
- (d) Design of Co-location Space including door and lead-in will provide the Co-location Space with protection against water leakage. Floor level of the Co-location Space shall be higher than floor level of the [redacted] Building.
- (e) Single entry with lockable door (including frame) (1050mm(W) X 2750mm(H)).

2. FIRE DETECTION AND SUPPRESSION SYSTEM:

- (a) Fire fighting system: FM200 gas system;
- (b) Smoke and heat detection system; and
- (c) Manual fire fighting systems

3. SECURITY:

Access by the Customer must be under supervision of _____, and must be in accordance with the access terms specified in Appendix 3.

4. EARTHING:

- (a) DC telecommunication earthing resistance is 3 ohms maximum.
- (b) Electrical earthing resistance is 0.304 ohm maximum (for "M.G." NSD 160 125A 3P MCCB unit").

5. POWER AND LIGHTING SYSTEM

The Co-location Space provided shall be equipped with a 125A 3 phase isolator switch & neutral and 1 x 18 way 3 phase Power Distribution Unit (PDU) with AC Power Feed from a Power Distribution Board inside _____ cable landing station with the following features:

- (a) The AC Power Feed shall be backed up by _____ Essential Power and shall be supplied in 3 phase 380V/50Hz.
- (b) The cables and fixtures of the AC Power Feed shall be rated at at least 75kVA (115A) to meet ultimate requirement of 380V/50Hz 125A 3 phase & neutral.
- (c) Power & earthing cables from cable landing station to Co-location Space shall be run underground and protected by PVC duct / conduit. All cable inlets to the Co-location Space shall be sealed.
- (d) The actual power and current taken however shall be limited by a circuit breaker on _____ Power Distribution Board.
- (e) The PDU shall be dimensioned to supply 125A 3 Phase Neutral with earth bar for protective earth connections and shall comprise 18 WAY Miniature Circuit Breaker (MCB) Board and 54 single-phase fused outlets (or terminations) which shall be fitted with MCB with rating between 10A to 32A to be defined prior to handover date.
- (f) Basic fluorescent lighting system (including at least one battery backup fluorescent light).
- (g) Six 3 pin 13A socket outlets.
- (h) The Customer's initial power and current requirement shall be set at 40kVA.
- (i) Upon request, _____ shall provide hitless power (capacity) upgrade beyond the requirement set out in clause 5(h) within _____ Days by changing the current limit setting of the circuit breaker size as described in clause 5(d). Such upgrade is subject to the availability of Essential AC Power and shall be done in the following increments: 10kVA (can be upgraded to 75kVA at the final upgrade if required). Power charges shall be adjusted in accordance with Appendix 2.

6. DUCTING, MANHOLES & CABLING

The Co-location Space shall be provided with:

- (a) Two dedicated ducts (150mm PVC pipes) connecting the Co-location Space to the existing Cable Station Manhole for onward connection to the Interconnect Manholes via existing shared ducting.
- (b) One dedicated duct (150mm PVC pipe) connecting the Co-location Space to Building.

7. LIGHTNING PROTECTION

The Building has standard lightning protection.

Diagram 1.

Cable Station Manhole

- 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 HKD650 per square meter per month
- (b) Building Management Charge HKD200 per square meter per month

The Site Management Charges set out above will be adjusted annually based on the market rent of commercial buildings as set out in clause 4 below.

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	HKD180 per square metre
b)	AC Power	CLP basic charge of HKD330 per 5 kVA – based on circuit breaker size (re-billed by)
		Usage charges will be metered by and CLP charges re-billed to Customer.
	Essential AC Power Supply reservation (upgrade subject to availability)	HKD1,030 per 5kVA of AC power capacity – based on circuit breaker size
	Power Upgrade (adjustment of circuit breaker – in increments of 10kVA)	NRC HKD2,000
c)	Air-conditioning Usage Charges	Subject to AC Power usage metered by
d)	Rates, rents and other government charges	Quoted based on evaluation by government from time to time
e)	Other Charges	As agreed

The Facilities Charges 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

Fibre & ducting charges

	Monthly charge
Per dedicated duct, e.g. Ducting from Co-location Space to Cable Station Manhole, or ducting from Co-location Space to Building	HKD3,500
Per shared duct, e.g. from Cable Station Manhole to Interconnect Manhole (Shared)	HKD1,500
Fibre O&M per cable up to 200 cores	HKD3,000

4. CHARGE ADJUSTMENT

- (a) The Charges set out in this Appendix may be increased by _____ at start of each calendar year in accordance with this clause.
- (b) If _____ increases the charges set out in clauses 1(a) and 1(b) above, _____ will do so in accordance with the increase in the HONG KONG PRIVATE OFFICE – RENTAL INDICES BY GRADE (ALL DISTRICTS) for "All Grades" of office space as published by the Ratings and Valuations Department.
- (c) If _____ increases the charges in accordance with clause 4(b) of this Appendix the revised charges will apply from 1 January each year based on the HONG KONG PRIVATE OFFICE – RENTAL INDICES BY GRADE (ALL DISTRICTS) for "All Grades" of office space increase during the preceding 12 month period from September to August rounded up to the nearest HKD10.

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 HKD10

Where:

- A is the HONG KONG PRIVATE OFFICE – RENTAL INDICES BY GRADE (ALL DISTRICTS) for "All Grades" of office space September 2009
- B is the HONG KONG PRIVATE OFFICE – RENTAL INDICES BY GRADE (ALL DISTRICTS) for "All Grades" office space August 2010

- (d) Should data from the Ratings & Valuations Department be unavailable _____ will use an alternative benchmark based on the prevailing market rates or changes in market conditions.
- (e) If _____ increases the charges set out in clauses 2 and 3 above, _____ will do so in accordance with the increase in the Composite Consumer Price Index (CPI) in Hong Kong as published by the Census and Statistics Department of Hong Kong.

- (f) If CPI increases the charges in accordance with clause 4(e), 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 HKD10.

For example revised pricing to apply from CPI would be calculated as follows:

If $B > A$ then revised charge = current charge \times $(B/A)\%$ rounded up to nearest HKD10

Where:

A is the CPI Index figure

B is the CPI Index figure

- (g) 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 -

SERVICE TERMS FOR CABLE STATION CO-LOCATION

Appendix 3

Access Terms

1. GENERAL

- 1.1 This Appendix 3 governs the terms and conditions for authorised Representatives of the Customer to access [redacted] This Appendix 3 may be amended from time to time by written notification from [redacted] 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 Space within [redacted]
- 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 [redacted]). 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 [redacted]

STANDARD ACCESS

- 2.1 [redacted] 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 [redacted] no less than [redacted] 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.

Equipment Delivery

- 2.3 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

- 2.4 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")

- 2.5 An Entry Notice must be communicated to the contact point at _____, as notified to the Customer from time to time.
- 2.6 _____ 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.
- 2.7 In its response under clause 2.6, _____ 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.

2.8 [redacted] may refuse or revoke its consent for the Customer to access to the Co-location Space if:

- (a) [redacted] reasonably considers that the Co-location Space is unsafe; or
- (b) [redacted] 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.

2.9 If [redacted] 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 [redacted] Representative is in attendance at all times;
- (b) physically access the Co-location Space only to and through that part of [redacted] 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 [redacted] which are applicable to [redacted] and as advised by [redacted];
 - (ii) all relevant laws of the Hong Kong Special Administrative Region;
 - (iii) all security requirements and conditions, established and modified by [redacted] at its reasonable discretion and advised to the Customer from time to time; and
 - (iv) all reasonable instructions of [redacted] in relation to safety and security at [redacted];
- (b) promptly notify [redacted] 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 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.

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	HKD1,560
Emergency Access Notified less than Business Days in advance	Office Hours	HKD1,000
Emergency Access Notified less than Business Days in advance	Outside Office Hours	HKD2,000

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

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

SERVICE TERMS FOR : CABLE STATION CO-LOCATION

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. Intentionally left blank

3. Fibre, Trunking and Duct Provisioning

- 3.1 shall run fibre cable at the cost of the Customer from the Interconnect Manhole to the Co-location Space ("Backhaul Interconnect Fibre"). The Customer is responsible for the splicing and connection of the Backhaul Interconnect Fibre at manhole ducting system. Inside the Co-location Space will terminate the Backhaul Interconnect Fibre to the ODF.
- 3.2 shall provide and run fibre cable at the cost of the Customer from the 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.
- 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 For the Backhaul Interconnect Fibre will carry out the connection and termination work of the fibre cable to the 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 For the Lead-in Fibre [redacted] will carry out the connection and termination work of the fibre cable to the [redacted] ODF in the Co-location Space and the [redacted] ODF inside the [redacted] Building at the cost of the Customer.

4. Responsibilities

- 4.1 [redacted] shall maintain the portion of fibre cable from Interconnect Manhole to the Co-location Space. For the avoidance of doubt, the connection and termination of the fibre cable within the [redacted] Co-location Space and the fibre cable beyond the Interconnect Manhole away from [redacted] shall be maintained by the Customer.
- 4.2 The Customer shall not access the portion of the fibre cable from the Interconnect Manhole to the Co-location Space. However, the Customer may authorise [redacted] to conduct all types of work to be performed on any part of the fibre cable from the Interconnect Manhole to the Co-location Space as is considered reasonably necessary by the Customer and notified to [redacted] with advance written notice, including inspection, realignment, removal and replacement. The Customer must pay [redacted] for the above work performed by [redacted].
- 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. 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 share 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 remains with [redacted].

5. Charges

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

(a) Feasibility Study Charge

The Feasibility Study Charge covers the 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 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 6 to these Service Terms. The charge for any future expansion will be quoted by 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 ODF inside the Building and the ODF inside the Co-location Space. The initial charges are set out in Appendix 6 to these Service Terms. The charge for any future expansion will be quoted by 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 Interconnect Manhole 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 _____ Building;
- (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 5 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 5 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.

6. Routing of Initial Backhaul Interconnect Fibres

- 6.1 The Interconnect Manholes, and, referred to in these Service Terms are highlighted in the diagram below.

- End -

SERVICE TERMS FOR

CABLE STATION CO-LOCATION

Appendix 6

Fibre and Duct Charges

1. Initial set-up

Fibre & ducting charges

		Install charge	Monthly charge
(a)	2 diverse ducts (150mm PVC pipes) from Co-location Space to Cable Station Manhole – on a single duct route*		HKD7,000
(b)	2 diverse ducts from Cable Station Manhole to Interconnect Manhole (Shared)	Propose to use existing subject to space	HKD3,000
(c)	1 duct from Co-location Space to the Building		HKD3,500
(d)	Backhaul Interconnect Fibre O&M charge – Interconnect Manhole to Co-location Space 2x100 cores single mode optical fibre. Fibre supplied by Customer with providing splicing to the ODF in the Co-location Space.	HKD416,700	HKD6,000
(e)	Lead-in Fibre O&M charge Co-location Space to Building 2 x 200 cores (Install charge includes initial splicing of all 400 cores to both the ODF in the Building and the ODF in the Co-location Space)	HKD924,000	HKD6,000
(f)	Total	HKD1,340,700	HKD25,500

2. Diagram 1 in Appendix 1 shows approximate duct routes from proposed Customer Co-location Space

SERVICE TERMS FOR CABLE STATION CO-LOCATION

Appendix 7

Cable Systems