

**Dated**

**Interconnection Agreement**

**Between**

**And**

## Contents

<u>1</u>	<u>STRUCTURE, INTERPRETATION AND DEFINITIONS</u>	4
<u>2</u>	<u>COMMENCEMENT, DURATION AND REVIEW</u>	5
<u>3</u>	<u>DUTY TO PROVIDE SERVICES AND PROVISIONING</u>	6
<u>4</u>	<u>CUSTOMER RELATIONSHIPS</u>	7
<u>5</u>	<u>CHARGES, BILLING AND PAYMENT</u>	8
<u>6</u>	<u>INSURANCE</u>	9
<u>7</u>	<u>NETWORK PROTECTION AND SAFETY</u>	9
<u>8</u>	<u>FORECASTS</u>	10
<u>9</u>	<u>CREDIT MANAGEMENT AND SECURITY</u>	11
<u>10</u>	<u>LIABILITY AND INDEMNITY</u>	13
<u>11</u>	<u>SUSPENSION AND TERMINATION</u>	15
<u>12</u>	<u>CONSEQUENCES OF TERMINATION</u>	17
<u>13</u>	<u>FORCE MAJEURE AND REGULATORY EVENTS</u>	18
<u>14</u>	<u>DISPUTE AND DISPUTE RESOLUTION</u>	18
<u>15</u>	<u>INTELLECTUAL PROPERTY</u>	20
<u>16</u>	<u>CONFIDENTIALITY</u>	21
<u>17</u>	<u>GENERAL</u>	23
<u>18</u>	<u>FURTHER AGREEMENT REGARDING COMMERCIAL COMMUNICATIONS</u>	26
	<u>SCHEDULE 1 – DICTIONARY AND INTERPRETATION</u>	28
<u>1</u>	<u>SCHEDULE 1, PART 1 - INTERPRETATION</u>	28
<u>2</u>	<u>SCHEDULE 1, PART 2 - DEFINITIONS</u>	30
	<u>SCHEDULE 2 - SERVICES</u>	35
	<u>SCHEDULE 2 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE</u>	35
<u>1</u>	<u>DEFINITIONS</u>	35
<u>2</u>	<u>PROVISION OF INTER-OPERATOR VIDEO CALL SERVICE</u>	36

<u>SCHEDULE 3 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE</u>	38
<u>SCHEDULE 4 FORMAT OF FORECAST REPORT</u>	40
<u>SCHEDULE 5 – CONTACT POINTS</u>	41
<u>FAULT REPORTING POINT</u>	41
<u>SERVICE REVIEWS</u>	41
<u>PLANNED NETWORK ACTIVITY</u>	41
<u>TECHNICAL ESCALATION LEVEL PERSONNEL</u>	41
<u>OPERATIONAL AND MAINTENANCE PROCEDURES</u>	42
<u>SCHEDULE 6 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE</u>	45

## **INTERCONNECTION AGREEMENT**

**BETWEEN**

**AND**

**EFFECTIVE DATE:**

**BACKGROUND:**

- A. Operator 1 and Operator 2 hold public mobile radio communications services licences granted under the Telecommunications Ordinance to establish networks and provide public mobile telecommunications services.
- B. Operator 1 and Operator 2 wish to provide certain interconnection services to each other on the terms and conditions of this Interconnection Agreement.

**OPERATIVE PROVISIONS:**

### **1 STRUCTURE, INTERPRETATION AND DEFINITIONS**

- 1.1 This Interconnection Agreement comprises:
  - (a) clauses 1 to 17, which are the main body of this Interconnection Agreement;
  - (b) Schedule 1 - Dictionary and Rules of Interpretation;
  - (c) Schedule 2 – Services;
  - (d) Schedule 3 – Charges;
  - (e) Schedule 4 - Format Of Forecast Report; and

(f) Schedule 5 – Contact points.

1.2 Unless otherwise specified:

- (a) the rules of construction and interpretation of this Interconnection Agreement are set out in the Dictionary in Part 1 of Schedule 1; and
- (b) capitalised words used in this Interconnection Agreement have the meanings given to them in the Dictionary in Part 2 of Schedule 1.

## **2 COMMENCEMENT, DURATION AND REVIEW**

2.1 This Interconnection Agreement commences on the Effective Date and continues in force until terminated in accordance with Clause 11. Notwithstanding the Effective Date, each Service shall be provided by the Access Provider commencing on that Service's commencement date specified in the relevant Service Description.

2.2 If the rights and obligations of either of the Parties under this Interconnection Agreement are affected or are likely to be affected by:

- (a) any amendment to or repeal of the Telecommunications Ordinance or any provision thereof or of any condition of a Party's Licence; or
- (b) any statement, determination, ruling or direction of the Regulator; or
- (c) either Party reasonably believing, based on some action of the Regulator, that a part of this Interconnection Agreement contravenes or may contravene any provision of an Applicable Law, either Party's Licence or other statutory requirements, .

the Parties must meet as soon as practicable and negotiate in good faith any variation to this Interconnection Agreement that may be necessary or appropriate to ensure consistency with the Applicable Law, ruling or directive of the Regulator or such other regulatory requirement and if the Parties cannot agree on any such variation, the terms of clause 14 apply.

2.3 For the avoidance of doubt, and notwithstanding the interconnection of the Parties' Networks, neither Party (as an Access Provider) shall be under any obligation to

provide any of the Services save and except where the terms for the provision of the said Service have been mutually agreed.

### **3 DUTY TO PROVIDE SERVICES AND PROVISIONING**

- 3.1 The Parties connected their respective Networks at Points of Interconnection in accordance with this Interconnection Agreement and to the extent permitted by the Parties' respective Licences and the Applicable Laws.
- 3.2 Subject to clause 3.3, each Party (as an Access Provider) must use technically and commercially reasonable endeavours to supply the Services to the other Party (as an Access Seeker) in accordance with and subject to the requirements specified in this Interconnection Agreement and including the relevant Service Descriptions.
- 3.3 The Access Seeker must comply with the forecasting and other procedures set out in clause 8 and Schedule 4 (Format Of Forecast Report) except to the extent that the terms in a Service Description may override, vary or supplement these procedures.
- 3.4 Each Party must comply with the Service Description, in so far as they apply to the provision of Services.
- 3.5 The Parties must observe all standards and operating guidelines relevant to the interconnection of their Networks, in the order of precedence specified below:
  - (a) any legal requirements imposed upon each of them including requirements under the Telecommunications Ordinance and the Parties' respective Licences;
  - (b) Service Description;
  - (c) any international, regional and national standards including ITU, 3GPP, ETSI and ANSI as agreed by both Parties.
- 3.6 Each Party must comply with the Hong Kong Numbering Plan in relation to the Services and supply of services using the Services.

- 3.7 As a condition of providing Services to it, the Access Seeker agrees that it must not use Services provided by the Access Provider as part of services or products that the Access Seeker provides to non-Access Seeker Customers.
- 3.8 Each Party shall be solely responsible for its own costs and charges for the provisioning and maintaining of any Interconnect Links for traffic originating from its network facility until the Points of Interconnection.
- 3.9 For Service and Network activities related to this Interconnection Agreement, each Party shall liaise with the other Party's contact as set out in Schedule 5.

#### **4 CUSTOMER RELATIONSHIPS**

- 4.1 The relationship between the Parties is one of independent contractors only and nothing in this Interconnection Agreement may be construed to constitute a relationship of agency or partnership between the Parties. Each Party remains fully responsible for its own acts and defaults (including those of its Representatives). Neither Party is authorised to bind the other Party to any obligation. The Parties and their Representatives must not engage in any conduct that may lead any person to believe that it is an employee, agent or representative of the other Party.
- 4.2 The Access Seeker has no right to set off bad debts arising from its provision of a service to an Access Seeker Customer against any sum due, accrued or payable in respect of any Service supplied by the Access Provider under this Interconnection Agreement that forms part of, or is incidental to, the provision of the relevant service.
- 4.3 Subject to clause 4.4, the Access Seeker must not represent to any person that the Access Provider:
- (a) participates (other than as a wholesale supplier) in the provision of the Access Seekers' services, or is a supplier, to the Access Seeker's Customers, or that the Access Seeker is approved by, or an agent or dealer of, or affiliated with, the Access Provider; or
  - (b) has a preferred relationship with the Access Seeker, including in respect of special prices or services.

- 4.4 Except where it would require a Party to engage in unethical, illegal, misleading or deceptive conduct, neither Party shall, in the course of selling or providing customer services to its Customers, attribute responsibility to the other Party for any fault or other circumstance in respect of a Service. Each Party undertakes to the other Party that in the course of its marketing and/or sale of a service using the Service, it shall not encourage nor promote its personnel and sales agents to engage in any conduct that may injure the other Party's reputation or goodwill. Notwithstanding the foregoing, if a Party becomes aware that any of its personnel or sales agents are engaging in such conduct, it shall take all reasonable commercial steps to prevent such conduct.

## 5 CHARGES, BILLING AND PAYMENT

- 5.1 Each Party must pay to the other Party the Charges for the Services in accordance with this Interconnection Agreement.
- 5.2 A Party must pay Charges in Hong Kong Dollars within the time limit set out in clause 5.3.
- 5.3 The Access Provider shall invoice the Access Seeker no later than \_\_\_\_\_ of each calendar month ("**Invoice Date**") for each Service for the immediate preceding month. The Access Seeker shall settle the undisputed portion of the invoices \_\_\_\_\_ after the receipt of the invoice ("**Due Date**").
- 5.4 If payment is not received by the Access Provider by the Due Date, the Access Seeker may at its sole discretion charge interest on the undisputed amount outstanding from the Due Date at the rate of \_\_\_\_\_ over the prevailing prime rate of the Hongkong & Shanghai Banking Corporation in Hong Kong until payment of the undisputed amount is made.
- 5.5 Each Party agrees that discrepancies for each Service arising from a monthly invoice shall not be disputed if the aggregate discrepancy is less than HK\$1,000 or 1% of the total net amount of the total charge payable by the Access Seeker or due to the Access Provider, whichever amount is higher.



5.6 For the avoidance of doubt, the parties acknowledge that each party is responsible for billing, and collecting its charges from, its own customers for the services it provides to them including, in its capacity as an access seeker, for services supplied to access seeker customers using the services, except where a service description expressly provides otherwise or the parties expressly agree otherwise in writing.

5.7 Both Parties agree that the billing and payment terms set out in clauses 5.1 to 5.6 may be superseded or varied by the Parties in respect of any particular Service in the corresponding Annexes under Schedule 3.

## **6 INSURANCE**

6.1 Each Party shall at all times during the term of this Interconnection Agreement, effect and maintain at its own expense with a reputable insurance company the following insurance policies:-

- (a) third party insurance covering the legal liability of the Party for injury to persons or loss or damage to property to the value of \_\_\_\_\_ in respect of each claim;
- (b) public liability insurance for a minimum amount of \_\_\_\_\_ in respect of each claim; and
- (c) property insurance in respect of the Party's network facility (whether owned by it or not) to the value of \_\_\_\_\_

6.2 Upon receipt of a written request, the requested Party shall as soon as practicable produce evidence of its compliance with Clause 6.1.

## **7 NETWORK PROTECTION AND SAFETY**

7.1 Each Party is responsible for the safe operation of its Network, and must, so far as is reasonably practicable, take all necessary steps to ensure that its Network, its Network operations and implementation of this Interconnection Agreement:

- (a) do not endanger the safety or health of any person, including the Representatives of the other Party; and

(b) do not cause physical or technical harm to the other Party's Network, including causing damage, interfering with or causing deterioration in the operation of that Party's Network.

7.2 Each Party must manage its Network to minimise disruption to Services and in the event of interruption or failure of any Services, must notify the other Party of the interruption or failure (to the contact points as set out in Schedule 5) and restore those Services as soon as is reasonably practicable.

7.3 A Party must:

(a) not use or knowingly permit the use of any Service, or install, connect, link or use (or permit the installation, connection, linking or use of) any telecommunications equipment in contravention of any Applicable Law; and

(b) be responsible to the Access Provider for anyone else who uses any Service or any part of any Service provided to the Access Seeker, or does anything unauthorised relating to a Service or any part of any Service.

7.4 Each Party must ensure that its Network and operating procedures comply in all respects with the safety requirements established by the Parties.

7.5 Each Party indemnifies the other Party against all awards, judgments, costs, charges and expenses directly and reasonably incurred by that other Party as a result of or in connection with any claim against it arising out of the death of or personal injury to any of its personnel in the performance of any of their duties pursuant to this Interconnection Agreement, save for circumstances where the death or injury was caused by the other Party or its agents' gross negligence or any act or omission intended to cause death or personal injury.

## **8 FORECASTS**

8.1 Each Party must provide the other Party with Forecasts, if specifically required, in accordance with the applicable Service Description.

## **9 CREDIT MANAGEMENT AND SECURITY**

- 9.1 A Party must provide, at its sole cost and expense, and maintain for the term of this Interconnection Agreement, any Security required by the other Party or as varied from time to time under this clause 9.
- 9.2 A Party may at any time review the creditworthiness of the other Party if:
- (a) it ceases to have an Acceptable Long Term Credit Rating;
  - (b) the other Party becomes Insolvent;
  - (c) a Change of Control occurs in respect of the other Party;
  - (d) the other Party has failed to pay Charges when due at any time during the term of this Interconnection Agreement;
  - (e) the other Party breaches the terms of any Security provided under this clause 9;
  - (f) in the first Party's reasonable opinion, there has been a material adverse change in the other Party's financial position;
  - (g) the total Charges disputed by the other Party in a three month period exceeds the total charges disputed in the previous three month period by 20% or more; or
  - (h) the other Party wishes to obtain new Services under this Interconnection Agreement.
- 9.3 A Party ("First Party") must provide the other Party with all information reasonably requested by the other Party in respect of the First Party's creditworthiness within five Business Days after the other Party's request so the First Party may conduct a creditworthiness assessment.
- 9.4 If having conducted a creditworthiness assessment, the First Party considers that the creditworthiness of the other Party does not meet its reasonable requirements, or if the other Party fails to comply with any provision of this clause 9, then the First Party

may require the other Party to provide a new Security or to vary the amount or type of an existing Security.

- 9.5 If the First Party requests a new or varied Security under clause 9.4, then the other Party must, in the form and on terms acceptable to the First Party, provide the new or varied Security of the request being made.
- 9.6 A Party must, unless otherwise agreed by the First Party maintain any Security provided to the First Party under this clause 9 until the period after the later to occur of:
- (a) termination or expiry of this Interconnection Agreement; and
  - (b) payment to the First Party of all outstanding Charges and other amounts payable by the other Party under this Interconnection Agreement.
- 9.7 A Party may exercise its rights under any Security in respect of any amounts payable by the other Party under this Interconnection Agreement or any Schedule, or to compensate itself for any loss, liability or expense it suffers or incurs as a result of any breach by the other Party of this Interconnection Agreement.
- 9.8 Each Party warrants to the other Party that by providing information to the other Party under clause 9.3, except to the extent otherwise disclosed in writing to the other Party at the time of the provision of such information:
- (a) that such information constituted true and fair statements of the financial or other positions of the Party as at the date to which they were prepared; and
  - (b) there has been no material adverse change in the Party's financial or other position between the date on which any such information was prepared and the date on which the information was provided.
- 9.9 As a statement of general principle, the amount of any Security under this clause 9 will be calculated by reference to the aggregate value of the Charges likely to be payable by the other Party under this Interconnection Agreement over a reasonable period of time and the combined value of the equipment and other assets of the First Party that may be put at risk through the grant of any Service to the other Party. For

the avoidance of doubt, the First Party may use any estimates, forecasts or any other statements made or provided by the other Party in making this calculation.

- 9.10 In addition to the First Party's other rights and remedies, if the other Party has at any time failed to pay Charges by the due date, the First Party may require the other Party to pay future Charges in respect of such Services on presentation of invoice or in advance, in which case the assessment of Charges will be based on the highest level of Charges in respect of such Services in the three charging periods prior to that in respect of which the Charges are to be paid.
- 9.11 Each Party agrees that its rights under clauses 9.1 to 9.10 are hereby irrevocably waived.

## **10 LIABILITY AND INDEMNITY**

- 10.1 Save for a breach of clauses 15 or 16, under no circumstances whatsoever (including negligence or breach of statutory duty) shall a Party be liable to the other Party or to any other person, body of persons or corporation for any indirect or consequential loss including loss of revenue, business or profits suffered or alleged to have been suffered by the other Party or any other party or any other person, body of persons or corporation resulting from any reason or cause whatsoever under this Interconnection Agreement.
- 10.2 Save for a breach of clauses 15 or 16, each Party's aggregate liability under this Agreement in respect of each Service or in respect of the performance of any obligations in respect of that Service shall be limited to the lower of either (a) or (b) below:
- (a)
- (b)

- 10.3 If any Applicable Law implies warranties or conditions or imposes obligations on a Party that cannot be, or can only to a limited extent be, excluded, restricted or modified, then to the extent to which that Party is entitled to do so, the liability of that Party under the Applicable Law is limited to:
- (a) the supply of services again or the payment of the cost of having the services supplied again, at that Party's option;
  - (b) the repair or replacement of property or paying the cost of repair or replacement, at that Party's option; or
  - (c) any other remedy prescribed by the Applicable Law.
- 10.4 Each Party indemnifies the other Party against all costs, charges and expenses directly and reasonably incurred by the other Party as a result of or in connection with the breach of a person's rights or defamation of a person (or allegation of such a breach or defamation) by the indemnifying Party or any customers of the indemnifying Party who use services provided by means of the Services.
- 10.5 Each Party shall be solely responsible for the use of the Services or any part thereof by its Customers. Unless otherwise specified in the Service Description, neither Party shall be liable to the other Party nor the other Party's Customers for any failure or delay in the provision of the Service.
- 10.6 If a Schedule to this Interconnection Agreement contains a remedy for the failure of a Party (**Liable Party**) to perform its obligations under that Schedule and is expressly stated to be the sole and exclusive remedy for that failure, then that remedy is the sole and exclusive liability of the Liable Party, its Affiliates, and its Representatives, in connection with the performance of that obligation, and is the sole remedy of that other Party against the Liable Party, its Affiliates and its Representatives in connection with the performance of that obligation.

## 11 SUSPENSION AND TERMINATION

### Termination - without cause

11.1 A Party may terminate this Interconnection Agreement,

### Termination - with cause

11.2 A Party shall have the right to terminate this Interconnection Agreement or the supply or use (as the case may be) of any Service by giving to the other Party a written notice to that effect if:

- (a) the other Party is in breach of any of its obligations under this Interconnection Agreement and fails to remedy such breach (if capable of remedy) of receiving a written notice to do so from the first Party;
- (b) the other Party is Insolvent;
- (c) the continued operation of this Interconnection Agreement would be unlawful, contravene legal or regulatory obligations, or pose an imminent threat to life, safety or property;
- (d) any licence, consent or approval required in connection with its telecommunications services is revoked, withdrawn, suspended or expires (without a replacement license being granted immediately) which will make it unlawful to provide telecommunications services to its own customers;
- (e) if all of the Services (but not part) are suspended under clauses 11.3 or 11.4 for and if the relevant event for the suspension continues to exist, then either Party may terminate this Agreement with by giving the other Party prior written notice; or
- (f) termination of a Service is permitted pursuant to a Service Description.

11.3 A Party ("**Suspending Party**") may suspend a Service, by giving the other Party written notice if:-

- (a) in its reasonable opinion, the other Party's Network has an adverse effect on the efficient operation of the Suspending Party's Network and the other Party has failed to rectify the material adverse effect \_\_\_\_\_ of receiving a written notice to do so from the Suspending Party;
- (b) the other Party engages in an act of default as set out, or an event occurs as described, in clause 11.2(a) to (d); or
- (c) in its reasonable opinion, the other Party has attempted to use or has used the Service in contravention of any Applicable Laws or in non-conformity with any part of the Service's technical specifications or applicable standards or guidelines.

11.4 A Suspending Party may suspend a Service \_\_\_\_\_, if:

- (a) in its reasonable opinion the Service poses a threat to the life or safety of any person, a hazard to equipment or the property of any person, including the Suspending Party; or is an imminent threat to the normal operation, access, integrity or security of the Suspending Party's Network or any third party's network facility;
- (b) there is an emergency situation that in the Suspending Party's reasonable opinion (and at all times the Suspending Party in forming this reasonable opinion is acting in good faith) requires the suspension of the Service;
- (c) continued provision of the Service would be unlawful;
- (d) suspension is required pursuant to a lawful governmental or regulatory direction;  
or
- (e) such suspension is permitted pursuant to a Service Description.

11.5 The right of suspension under clauses 11.3 and 11.4 shall be subject to the following principles:-

- (a) a Party may only suspend a Service to the extent reasonably necessary to address the relevant event; and



- (b) the Suspending Party shall restore the suspended Service as soon as it is practicable after the relevant event has been resolved.
- 11.6 The right to suspend pursuant to clauses 11.3 and 11.4 shall not affect the payment obligations for any outstanding charges or the charges for unaffected Services.
- 11.7 A Party's exercise of its right to suspend any Service is without prejudice to any other right or remedy available to that Party, including any subsequent right to terminate this Interconnection Agreement, that Service, or a different Service.
- 11.8 Termination of this Interconnection Agreement, or the supply or use (as the case may be) of any Service shall not relieve either Party of any liability for breach of this Interconnection Agreement or as may otherwise be established or affect the rights and obligations of the Parties which accrued prior to the date of termination.

## **12 CONSEQUENCES OF TERMINATION**

- 12.1 On termination of this Interconnection Agreement or termination of any Service:
  - (a) all sums payable to each Party under this Interconnection Agreement or for the relevant Service (as the case may be) up to the date of termination, including any Charges in respect of termination, are
  - (b)
  - (c) all Services, leases, licenses and other rights conferred on the other Party under this Interconnection Agreement or leases, licenses and other rights relating to the relevant Service (as the case may be)  
and
  - (d) each Party must return all of the other Party's property or which relate to the relevant Service (as the case may be) in good working condition, other than fair wear and tear.

### 13 FORCE MAJEURE AND REGULATORY EVENTS

13.1 Subject to clause 13.2, neither Party must be liable for any failure to comply with or observe any term of this Interconnection Agreement if a Force Majeure Event or a Regulatory Event caused that failure.

13.2 For the avoidance of doubt, each Party remains liable:

(a) for the performance of each obligation, and to comply with and observe each term, of this Interconnection Agreement, which is not affected by the Force Majeure Event or Regulatory Event; and

(b) to pay all sums payable in respect of each Service provided by the other Party during the Force Majeure Event or Regulatory Event.

13.3 If a Party fails to comply with or observe any term of this Interconnection Agreement because of a Force Majeure Event or a Regulatory Event, then that Party must notify the other Party:

(a) as soon as practicable, giving details of the Force Majeure Event or Regulatory Event, and its estimated extent and duration; and

(b) immediately after the end of the delay or failure caused by the Force Majeure Event or Regulatory Event.

### 14 DISPUTE AND DISPUTE RESOLUTION

14.1 The Parties agree to settle any dispute in respect of a Billing Dispute or a General Dispute in accordance with the procedures set out in this clause 14.

14.2 If either Party wishes to raise a Billing Dispute, it must notify the other Party before the Due Date ("**Dispute Notification Date**") in writing specifying the invoice in dispute, the amount in dispute and the reasons and facts for the dispute, after which the Party raising the dispute may withhold payment of the disputed amount. Notwithstanding any dispute with respect to a monthly invoice, the Party raising the dispute shall remain obligated to pay the undisputed portion of the invoiced amount in accordance with clause 5.

- 14.3 The Parties must use their commercially reasonable endeavours to investigate and resolve a Billing Dispute from the Dispute Notification Date.
- 14.4 If a General Dispute arises between the Parties, then either Party may by written notice to the other Party refer the General Dispute to the dispute officer of each Party to resolve the General Dispute.
- 14.5 If the General Dispute remains unresolved after referral to the dispute officers under clause 14.4, then either Party may by written notice to the other Party, refer the dispute to the Chief Executive Officer of each Party, or a nominee of the Chief Executive Officer, who must confer and endeavour in good faith and on a "without prejudice" basis to resolve the General Dispute by negotiating a commercial settlement.
- 14.6 If the Billing Dispute or General Dispute cannot be resolved from the Dispute Notification Date or any other period of time agreed by both Parties, then either Party may refer the matter to arbitration in accordance with the Arbitration Ordinance.
- 14.7 If the Parties are unable to agree on the appointment of an arbitrator, an arbitrator shall be appointed by the President for the time being of the Law Society of Hong Kong.
- 14.8 A decision of the arbitrator will be binding on the Parties except in the event of manifest error or mistake of law. Any amount determined as payable after dispute becomes an undisputed amount.
- 14.9 The costs of the arbitration shall be shared by both Parties equally unless the arbitrator determines that one of the Parties was manifestly unreasonable in respect of the dispute.
- 14.10 The Access Provider shall send a supplementary invoice setting out the correct outstanding amount upon the settlement of the dispute (if any). The Access Seeker shall settle this invoice from the date of receipt of such invoice.

14.11 In this clause:

**Billing Dispute** means any dispute about whether an invoice issued by a billing Party contains any errors.

**General Dispute** means any dispute, other than a Billing Dispute, arising between the Parties in respect of this Interconnection Agreement.

## 15 INTELLECTUAL PROPERTY

15.1 Except as otherwise expressly provided in this Interconnection Agreement, all Intellectual Property Rights remain the property of the Party creating or owning them.

15.2 Except as otherwise expressly provided in this Interconnection Agreement, nothing in this Interconnection Agreement may be construed, and the provision of any service by a Party must not be construed, as:

- (a) an assignment of any Intellectual Property Rights of that Party to the other Party; or
- (b) the grant of any licence of any Intellectual Property Rights of that Party to the other Party.

15.3 Without prejudice to or limiting clause 15.1, neither Party is entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of that other Party.

15.4 The Parties may negotiate arrangements (including in respect of title) concerning Intellectual Property Rights jointly developed in the course of performing this Interconnection Agreement or otherwise arising in respect of this Interconnection Agreement.

15.5 Each Party indemnifies the other Party and its personnel against any action, claim, loss, liability, cost or expense (including all legal costs and expense) that may be brought against or suffered or incurred by any of them arising out of any infringement or claim of infringement resulting from the use of the first Party's Intellectual Property Rights as permitted under this Agreement.

15.6 The indemnity in Clause 15.5 is the only remedy and form of compensation available to a Party in respect of any breach of Intellectual Property Rights relating to the any Services under this Interconnection Agreement.

## 16 CONFIDENTIALITY

16.1 Each Party agrees to keep and procure to be kept secret all Confidential Information pursuant to this Interconnection Agreement or prior to it for the purpose of this Interconnection Agreement.

16.2 A Party shall not at any time divulge, disclose or otherwise furnish to any third party any information relating to the affairs or business of the other Party.

16.3 A Party may only disclose the Confidential Information to its Representatives or Affiliates to whom disclosure is necessary for each of them to perform their duties for the purposes of this Interconnection Agreement. Each Party shall require the above obligation of confidentiality from the foregoing persons to whom the Confidential Information is disclosed.

16.4 The obligations of confidentiality set out in this clause do not apply, however, to any part of the Confidential Information which:

- (a) was already known to the recipient Party prior to receipt of it;
- (b) was already in the public domain or becomes so through no fault of the recipient Party;
- (c) was acquired by the recipient Party from a third party having the right to convey the Confidential Information to the recipient Party without any obligation of confidentiality not to disclose the same;
- (d) is independently developed by the recipient Party;
- (e) is approved for release by prior written authorization by the disclosing Party; or
- (f) is required to be disclosed by law, pursuant to a juridical order or request made by a government authority or a stock exchange pursuant to its listing rules, but only to the extent so ordered or required and provided that the receiving Party

has given sufficient prior notice to the disclosing Party of the requirement for disclosure to enable the disclosing Party to seek an appropriate protective remedy and the receiving Party shall immediately, following disclosure, advise the disclosing Party of the contents of the disclosure made.

- 16.5 Subject to the provision in Clause 16.4, these obligations of confidentiality survive after the termination of this Interconnection Agreement.
- 16.6 The terms of this Interconnection Agreement shall remain private and confidential between the Parties and neither Party shall, without the prior written consent of the other Party, divulge to any third party (other than professional or financial advisers of either Party) or use for any purpose other than for the performance of its obligations under this Interconnection Agreement, any information concerning this Interconnection Agreement save for the purpose of any filing of information with or requirement of government bodies under statutory requirements, or a stock exchange in which either Party's shares are traded.
- 16.7 A Party must exercise no lesser security or degree of care than that Party applies to its own confidential information of an equivalent nature and, in any event, not less than the degree of care that a reasonable person with knowledge of the confidential nature of the information would exercise.
- 16.8 A Party may not issue any news releases, public announcements or any other form of publicity concerning this Interconnection Agreement or the terms of this Interconnection Agreement unless it has obtained the other Party's prior written consent.
- 16.9 The \_\_\_\_\_ entered into by the Parties \_\_\_\_\_ shall terminate on execution of this Interconnection Agreement, however all confidential information disclosed prior to execution is governed by the \_\_\_\_\_  
The obligations of confidentiality under the \_\_\_\_\_ shall be governed by its terms:

## **17 GENERAL**

### **Variation**

- 17.1 This Interconnection Agreement may be varied only by agreement in writing signed by duly authorised representatives of each of the Parties.

### **Assignment**

- 17.2 Neither Party may assign, transfer, convey, license or otherwise dispose of, wholly or partially, its rights and obligations under this Interconnection Agreement except with the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 17.3 Notwithstanding the provisions of Clause 17.2, in the event of an assignment being made as a result of a reconstruction or merger within the group of companies of either Party, the consent of the other Party to the assignment is not necessary. Prior notification of any such assignment shall be given.

### **Non-exclusivity**

- 17.4 Nothing in this Interconnection Agreement must prevent, limit or restrict either Party in any way whatever from:
- (a) supplying any service to any third party by means of such Party's Network;  
or
  - (b) entering into an agreement with another person in relation to services similar to the Services.

### **Entire agreement**

- 17.5 This Interconnection Agreement supersedes all previous understandings, commitments, representations and agreements between the Parties in respect of the Services, and contains the entire agreement of the Parties in respect of the same.

- 17.6 A Party may not rely on any representation or warranty about any of the Services under this Interconnection Agreement except as expressly provided in this Interconnection Agreement.
- 17.7 For the avoidance of doubt, nothing in this Interconnection Agreement shall be construed to imply that the Parties intend to apply the terms of this Interconnection Agreement to any services or facilities that are not expressly included as a Service. Neither Party shall argue that the terms of this Interconnection Agreement shall apply to any services or facilities provided or to be provided by the other Party if such services or facilities have not been made expressly subject to the terms herein by the Parties in writing.

#### **Severance**

- 17.8 If any provision of this Interconnection Agreement is construed to be illegal or invalid, it shall not affect the legality, validity and/or enforceability of the other provisions of this Interconnection Agreement. The illegal or invalid provision shall be deleted from this Interconnection Agreement and no longer incorporated in it but all other provisions of this Interconnection Agreement shall continue in force.

#### **Waiver**

- 17.9 A right may only be waived in writing and signed by an authorised officer of the Party granting the waiver.
- 17.10 No conduct of a Party, including a failure to exercise, or any delay in exercising, a right, operates as a waiver of the right or otherwise prevents the exercise of that right.
- 17.11 A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again.

#### **Governing law and jurisdiction**

- 17.12 This Interconnection Agreement is governed by the laws of Hong Kong. The validity and interpretation of this Interconnection Agreement shall be governed in all respects by the laws of Hong Kong. Save for the alternative dispute resolution procedures set



out herein, the Parties shall submit to the exclusive jurisdiction of the courts of Hong Kong for settlement of any dispute.

#### **Notices**

- 17.13 Any notice or communication required to be given under this Interconnection Agreement must be in writing and is deemed to have been sufficiently given if (i) delivered personally, (ii) transmitted by facsimile or (iii) sent by registered post to the principal or registered office of the Party to whom the notice is to be served.
- 17.14 All notices and other communications shall be effective on (i) the date of receipt if delivered personally, (ii) the date of acknowledgement of receipt of the registered letter containing the notice by the addressee if delivered by registered post, or (iii) the date of transmission if transmitted by facsimile (printed transmission report to the correct fax number being evidence of such delivery), whichever shall first occur.
- 17.15 Notwithstanding Clause 17.13, the Parties may agree to other forms of communication of notices in respect of technical and operational matters required pursuant to the performance of this Interconnection Agreement.

Notices shall be sent to:

Operator 1

Operator 2

### **Cumulative rights**

17.16 Subject to the terms of this Interconnection Agreement, the rights, powers and remedies of a Party under this Interconnection Agreement are cumulative with and do not exclude or limit any other right, power or remedy provided at law or in equity independently of this Interconnection Agreement.

### **Costs and expenses**

17.17 Each Party is responsible for its own costs incurred in enabling and maintaining the interconnection including network conditioning costs, costs associated with advertising and marketing the Services to its Customers and costs associated with the preparation, negotiation and execution of this Interconnection Agreement.

### **Execution in counterparts**

17.18 This Interconnection Agreement may be executed in counterparts; each of which shall be an original but all of which together shall constitute one and the same instrument.

## **18 Further Agreement Regarding Commercial Communications**

18.1 All Commercial Communications shall be subject to a separate interconnection charge and terms of interconnection to be agreed in writing by the Parties.

18.2 For the avoidance of doubt, either Party shall have the right to refuse to terminate any Commercial Communication before both Parties have agreed on the interconnection charge and the terms of interconnection.

**SIGNED** as an agreement

**EXECUTION CLAUSE**

## SCHEDULE 1 – DICTIONARY AND INTERPRETATION

### 1 SCHEDULE 1, PART 1 - INTERPRETATION

#### 1.1 Unless otherwise specified or the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) different grammatical forms of the same word have the corresponding meaning;
- (c) the words “include”, “including”, “for example” or “such as” are not used as, and are not to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (d) the expression “person” includes a reference to a natural person, firm, corporation, unincorporated association or other legal entity;
- (e) a reference to a person includes the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and permitted assigns;
- (f) a reference to a part, schedule, clause, annexure or attachment is a reference to a part, schedule, clause, annexure or attachment forming part of this Interconnection Agreement between the Parties; and
- (g) headings are used for convenience only and do not affect the interpretation of this Interconnection Agreement;
- (h) a reference to an agreement, document, manual or another instrument includes any variation or replacement of any of them;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) all dollar amounts are expressed in Hong Kong dollars unless expressly specified;

- (k) a reference to a period of time:
  - (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
  - (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day;
- (l) a reference to a month is a reference to a calendar month and a reference to a year is a calendar year;
- (m) if the day on which the payment of money falls due is not a Business Day, the due date will be deemed to be the next Business Day;
- (n) a reference to a Party is a reference to Operator 1 or Operator 2 and a reference to Parties means both of them;
- (o) a reference to a third person or a third party is a reference to a person who is not a Party to this Interconnection Agreement;
- (p) words and expressions in relation to a particular Service or a price for a particular Service, have the meanings set out in the Service Description for that Service; and
- (q) a reference to a thing, (including a chose in action) includes a part of that thing.

1.2 Where the day on or by which something must be done is not a Business Day, then that thing must be done on or by the following Business Day. Where something must be done on a Business Day during which a typhoon signal 8 or above or black rain storm has been hoisted, then that thing must be done on the following Business Day.

1.3 Any inconsistency between provisions of this Interconnection Agreement must be resolved in accordance with the following descending order of precedence (to the extent of the inconsistency):

(a) Schedule 3 (Charges);

(b) Schedule 2 (Services);

(c) the main body of this Interconnection Agreement; and

(d) the other Schedules.

## 2 SCHEDULE 1, PART 2 - DEFINITIONS

**Acceptable Long Term Credit Rating** means a credit rating (which must not be more than 6 months old):

(a) from Moody's Investor Services, of "A3" or higher; or

(b) from Standard & Poors, of "A-" or higher.

**Access Provider** means a Party who owns, leases, is the licensee of, or has other rights to use a Facility, which the Access Seeker has been, will be or is seeking to be, provided access.

**Access Seeker** means a Party who seeks, or has been or will be provided, access to the Facility of the Access Provider.

**Access Seeker Customer** means a customer (whether a natural person or otherwise) to whom the Access Seeker agrees to supply products and services (and for the avoidance of doubt, includes a wholesale or quasi-wholesale customer who uses the same network identities as the Access Seeker).

**Affiliate** means an entity which controls, is controlled by, or is under common control with, a Party.

**Applicable Law** means:

(a) any law, rule or regulation of Hong Kong;

(b) any obligation under any Licence held by a Party in Hong Kong; or

(c) any lawful and binding determination, decision, direction, guideline, statement or code of practice of a government agency in Hong Kong.

**Billing Dispute** has the meaning ascribed in clause 14.11.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Hong Kong.

**Change of Control** means that without the prior written consent of a Party:

- (a) an interest, \_\_\_\_\_ of the securities of the other Party that in normal circumstances entitle the holder to vote or participate at a meeting of the members of the other Party or to vote or participate in the election or appointment of directors of the other Party passes to a person or persons who did not have such relevant interest as at the Effective Date; or
- (c) the ability to control or the actual control (irrespective of whether such control is exercisable on a passive or active basis and irrespective of whether such control is exercisable solely or jointly or directly or indirectly) of the management and policies of the other Party passes to a person or persons who did not have such ability or actual control as at the Effective Date.
- (d) **Charges** mean the charges for the supply of a Service as set out in, or calculated in accordance with, Schedule 3.

**Communication** includes any communication:

- (a) whether between persons and persons, things and things or persons and things; and
- (b) whether in the form of speech, music or other sounds, data, text, visual images, signals or any other form or in any combination of forms, and

where the context permits, includes an attempt to establish a Communication.

**Commercial Communication** has the meaning attributed to it in the definition section of each specific Schedule to this Interconnection Agreement that exist as at the Effective Date or is subsequently created and then forms part of this Interconnection Agreement.

**Confidential Information** means all information of a confidential nature relating to the other Party including know-how, ideas, concepts, technology, the terms of this Interconnection Agreement, the terms of any mediation settlement made under this Interconnection Agreement, manufacturing processes, industrial marketing and commercial knowledge, which is disclosed, communicated or delivered by it to the other Party under this Interconnection Agreement or comes to the knowledge or into the possession of the other Party in connection with this Interconnection Agreement.

**Customer** means a subscriber of a Party's network services or other person to whom the Party agrees may use its network services and whose mobile device is able to send and/or receive or utilise a Service.

**Due Date** has the meaning ascribed in clause 5.3.

**Facility** means:

- (a) any part of the infrastructure of a Network; or
- (b) any line, equipment, apparatus, tower, mast, antenna, tunnel, duct, hold, pit, pole or other structure or thing used, or for use, in or in connection with a Network.

**Forecast** means a Party's best estimate of one or more future events or circumstances, in compliance with Schedule 4 (Format Of Forecast Report).

**Force Majeure Event** in relation to a Party, means:

- (a) any act of God or act of nature, outbreak of any diseases, fire, flood, storm, explosion, sabotage, riot, act of war whether declared or not, requirement or restriction of governmental authorities, or any other like event;
- (b) any strike, lockout, work stoppage or other industrial dispute of any kind;
- (c) any act or omissions of a third party which affect the provision of a Service, including a failure to provide goods and services or access to premises; or
- (d) any other similar circumstances,

beyond the reasonable control of the affected Party.

**General Dispute** has the meaning ascribed in clause 14.11.

**Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.

**Hong Kong Numbering Plan** means the document entitled "The Numbering Plan for Telecommunications Services in Hong Kong" issued by the Office of the Telecommunications Authority as updated from time to time.



**Insolvent** includes means being an insolvent under administration or insolvent, or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or being otherwise unable to pay debts when they fall due or having something with the same or a similar effect happen under the laws of any jurisdiction.

**Intellectual Property Rights** means all rights conferred under statute, common law or equity now or in the future and wherever in the world subsisting in and in relation to copyright, including any right of communication to the public, or right of making available to the public, trade marks, designs, patents, circuit layouts, trade secrets, Confidential Information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967 whether registered, the subject of an application for registration, capable of registration or unregistered.

**Interconnection Agreement** has the meaning ascribed in clause 1.1.

**Interconnect Link** means the dedicated fixed network circuit or link necessary to establish one or more transmission paths between the Parties' network facilities for use with the Services.

**Licence** means a licence granted under the Telecommunications Ordinance and which is required in order to provide the Services.

**Network** of a Party, means that Party's system, or series of systems, that carries, or is capable of carrying Communications by means of guided or unguided electromagnetic or optical energy.

**Party** means either Operator 1 or Operator 2.

**Parties** means both Operator 1 and Operator 2.

**Points of Interconnection** means an agreed location that:

- (a) is a physical point of demarcation between the Networks of the Parties as agreed by the Parties; and

(b) is associated (but not necessarily co-located) with one or more of a Party's interconnect gateway exchanges,

**Regulator** means the Telecommunications Authority of Hong Kong established under the Telecommunications Ordinance (Cap 106).

**Regulatory Event** occurring in relation to a Party means:

- (a) the grant of an injunction against that Party in relation to a breach or alleged contravention of the Telecommunications Ordinance; or
- (b) the making of a determination or finding by a Regulator or a court of law that all or any part of this Interconnection Agreement contravenes any provision of any law; or
- (c) the giving of a lawful directive to that Party by a Regulator.

**Representatives** means, in relation to a Party, any director, officer, employee, agent or contractor.

**Security** means a security specified by a Party for the other Party from time to time (examples being a bank guarantee, letter of credit or parent guarantee) and includes any additional, replacement or alternative security.

**Service** means a service as described in a Service Description.

**Service Description** means an Annex to Schedule 2 (Services).

## SCHEDULE 2 - SERVICES

### SCHEDULE 2 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE

#### 1 DEFINITIONS

##### 1.1 For the purposes of this Agreement:

**Commercial Communication** for the purposes interpretation of *Schedule 2 Annex 1– Inter-operator video call service* and *Schedule 3 Annex 1– Inter-operator video call service* is defined as a communication that includes but is not limited to a Video Call containing value added content, or is a network-based service, originating or terminating from a machine and connected to the network of a Party other than Video Calls originating from a subscriber mobile station. For the avoidance of doubt, **value added content** means content that has been created for the specific purpose of commercial gain or profit to persons either known or unknown which was either solicited or unsolicited by those persons.

**Inter-operator Video Call Service** is a service whereby the Access Provider carries and terminates a Video Call from the Point of Interconnection to its relevant Customer.

**Inter-operator Video Call Service Charge** means the charges for the Video Call Interconnection Service as set out in Schedule 3 Annex 1.

**Inter-operator Video Call Service Commercial Launch Date** means  
date the Parties shall agree.

**Unsolicited Promotional Video Calls** means Video Calls of a promotional or similar nature which the intended recipient has not given his/her explicit prior consent to receive.

**Video Call** means a circuit switched multimedia (video and audio) call which is made by an Access Seeker Customer to a Customer of the Access Provider and setup according to ITU-T ISUP and 3GPP 3G-324M specifications.

**Video Call Interconnection Service Charge** means the charges for the Video Call Interconnection Service as set out in Schedule 3 Annex 1.

## **2 PROVISION OF INTER-OPERATOR VIDEO CALL SERVICE**

- 2.1 The Parties shall implement and enable the Inter-operator Video Call Service between them and commercially provide the Inter-Operator Video Call Service to their Customers from the Inter-operator Video Call Service Commercial Launch Date in accordance with the technical specifications in Schedule 6 Annex 1 Inter-Operator Video Call Service.
- 2.2 Each Party agrees that it shall use commercially reasonable endeavours to do all things necessary to ensure that the Inter-operator Video Call Service and the provision and delivery of the same will be available on  
a continuous basis.
- 2.2 Neither Party is allowed to transit an international inbound Video Call from overseas to the other Party's Network under this Interconnection Agreement.
- 2.3 The Parties agree that the Point of Interconnection for the purposes of the Inter-operator Video Call Service is the point at which the Access Seeker's leased circuit intersects with the MDF within the Access Provider's Network.
- 2.4 In the event that a Party intends to introduce any new or additional features to the Inter-Operator Video Call Service after the execution date of this Interconnection Agreement, both Parties shall, in good faith, use reasonable commercial endeavours to conduct joint testing of the new or additional feature to be introduced. However for the avoidance of doubt, any changes to the Inter-Operator Video Call Service requires the agreement of both parties and the execution of a agreement to vary this Interconnection Agreement.
- 2.5 The Parties shall resolve all technical faults in relation to the Inter-Operator Video Call Service as soon as technically possible in accordance with the operational and maintenance procedures set out in Schedule 5.
- 2.6 The Parties agree that, on and from the Inter-operator Video Call Commercial Launch Date, the Video Call traffic pursuant to the Inter-operator Video Call Service shall be  
via the route as preferred and designated by each Party,

and that each Party shall be solely responsible for negotiating and solely liable for its transit and originating charges payable to the other Party's designated routing carrier.

- 2.7 Either Party the Inter-Operator Video Call Service by providing written notice to the other Party with the carrier designated by the other Party to route or carry traffic associated with the Inter-Operator Video Call Service or if it becomes commercially unviable to continue the arrangement with the relevant carrier. For the avoidance of doubt, both Parties agree that such a remedy is the sole and exclusive remedy available to a Party in connection with traffic routing associated with the Inter-Operator Video Call Service.
- 2.8 Without prejudice to either Party's rights and/or obligations under any applicable directions, statements, orders, codes of practice and instruments issued by the Regulator, either Party may in good faith refuse to terminate any Call that are intended for any of its Customers if, in its reasonable belief (including where it has received complaints or queries from Customers) that the said communication: (i) constitutes an Unsolicited Promotional Video Call; or (ii) originated from a network facility ; or (iii) a Commercial Communication.
- 2.9 For the avoidance of doubt, nothing in this Interconnection Agreement shall restrict any of the Party's rights under their service agreement with their Customers
- 2.10 Each Party agrees to provide a non-binding forward forecast of its originating traffic in the form set out in Schedule 4

## SCHEDULE 3 – CHARGES

### SCHEDULE 3 ANNEX 1 INTER-OPERATOR VIDEO CALL SERVICE

#### CHARGES

- 1.1. A Party shall only be entitled to charge the other Party on the positive balance of the net-off conversation minutes of the Inter-Operator Video Call Service based on the Inter-Operator Video Call Service Charge set out in clause 1.3 of this Schedule 3 Annexure 1. The net-off Video Call conversation minutes of the Inter-Operator Video Call Service is determined based on the following formula:

the monthly total Video Call conversation minutes terminating at that Party's Network LESS the monthly total Video Call conversation minutes originating from that Party's Network

- 1.2. The Party with a positive balance of the net-off conversation minutes as calculated in accordance with this Formula ("**Billing Party**") shall invoice the other Party ("**Paying Party**") in accordance with clause 5 of the main body of this Interconnection Agreement.
- 1.3. The Billing Party shall charge the Paying Party for the net-off conversation minutes based on the Inter-Operator Video Call Service Charge as follows:-
- (a) subject to the volume discounts in paragraphs (b) and (c) below, each Video Call conversation minute shall be chargeable at HK\$3;
  - (b) if the volume of combined voice and Video Call traffic terminating at the Billing Party's Network exceeds 4 million conversation minutes during a month but is less than 8 million conversation minutes per month, each Video Call conversation minute shall be chargeable at HK\$2; or
  - (c) if the volume of combined voice and Video Call traffic terminating at the Billing Party's network facility is 8 million conversation minutes or more during a month, each Video Call conversation minute shall be chargeable at HK\$1.

1.4. For the purposes of calculating the combined voice and Video Call traffic under clause 1.3 of this Schedule 3 Annexure 1, the Parties agree the:-

(d) voice call traffic terminating at the Billing Party's Network shall include all voice call traffic originating from all mobile telecommunications networks of the Paying Party (or its affiliates which are mobile network operators) including 3G, CDMA, GSM and PCS networks, as applicable; and

(e) calculation of the combined voice and Video Call traffic shall exclude all Commercial Communications.

1.5. In calculating the net-off Video Call conversation minutes, each Video Call used in the formula is to be rounded up to the nearest 6 seconds and the resulting net-off Video Call conversation minutes is to be rounded up to the nearest minute.

**SCHEDULE 4 FORMAT OF FORECAST REPORT**



## **SCHEDULE 5 – CONTACT POINTS**

### **FAULT REPORTING POINT**

Hotlines will be established between the Parties if possible. Fax and normal telephone exchange lines as set out below will be used as backup.

### **SERVICE REVIEWS**

### **PLANNED NETWORK ACIVITY**

### **TECHNICAL ESCALATION LEVEL PERSONNEL**

**OPERATIONAL AND MAINTENANCE PROCEDURE:**

Other than in the case of emergency outages or a planned outage in accordance with this Schedule, the Parties will not intentionally cause an outage of the network facility.

The Parties will each \_\_\_\_\_ to a minimum any planned outages for scheduled maintenance, such as periodic system patch upgrades or preventative maintenance work, that may cause short service interruption to the other. The Parties each agree to carry out such upgrades or maintenance only in low traffic periods. The Parties will each inform the other \_\_\_\_\_ of any planned outage.

Nothing in this agreement shall restrict or prevent the Party from carrying out at any time capacity upgrades or enhancements to the network facility that do not cause outages.

#### **FAULT REPORTING**

From the Commercial Launch Date of any Service, the Parties must each provide the contact details of its \_\_\_\_\_

\_\_\_\_\_ Contact details must be ready before the Commercial Launch Date of such Service.

On becoming aware of any fault, which fault is potentially generated by the other party, contact will be made via the \_\_\_\_\_ to report the fault. For any fault being logged \_\_\_\_\_ a fault docket will be issued with a reference number for cross checking until the fault has been cleared. A formal written report will be provided \_\_\_\_\_

If the fault causes any equipment of the reporting Party to fail and/or affect the service quality of the reporting party, the reporting party is entitled immediately to \_\_\_\_\_ any communications link by which the other Party accesses the reporting Party's Network.

The target resolution times will be agreed between the Parties on a case by case basis.



Below is the list of key messages (with parameters) that would be used for video call setup. The originating and terminating MSC are required to support these messages according to the interconnection test results between

\* For those parameters definition, please refer to ITU (12/99) Q.762-764 standard.

- **IAM "Initial Address"**

**Table 32/Q.763**

**Message Type: Initial address**

**Table 32/Q.763**

**Message Type: Initial address**

**Table 32/Q.763**

**Message Type: Initial address**



- **ACM "Address Complete"**

**Message Type: Address complete**

- ANM "Answer"

Table 22/Q.763

Message Type: Answer

### **2.3 Release Cause code**

Each Party agrees to use its reasonably commercial endeavours to provide the corresponding release codes set out below in this clause 2.3 in the event of a failed call scenario.