

SCHEDULE 1E OF POI ESTABLISHMENT AGREEMENT

INTERCONNECT LINK (IN T1)

Part I: General

1. _____ (“FTNS Operator”,
_____) and _____ agree that with effect from
26 February 2001 (“Effective Date”), the POI Establishment Agreement dated
31 July 1995 (“POI Agreement”) and signed by the parties shall be supplemented as set
out in this Schedule 1E.
2. All terms and references used in the POI Agreement which are defined or construed in the
POI Agreement but are not defined or construed in this Schedule shall have the same
meaning and construction in this Schedule as in the POI Agreement. Any terms and
references used in this Schedule which are defined in this Schedule and which are also
defined under the POI Agreement shall, if capable, be construed in accordance with the
definition under this Schedule for the purposes of this Schedule only but shall otherwise
be construed in accordance with the definition in the POI Agreement.
3. Except as provided under this Part I, General, paragraph 2, in the event of conflict
between the terms of the POI Agreement and the terms of this Schedule 1E, the terms of
the former shall prevail.

FTNS Operator Switch Location

Interconnect Gateway Exchange

For the purposes of this Schedule 1E, the Interconnect Gateway Exchange as defined in the
POI Agreement includes:

- (a) Main Exchanges:

(b) Tandem Exchanges:

Interconnect Links are to be provisioned at each of these Interconnect Gateway Exchanges in reasonably distributed quantities, unless otherwise agreed by the parties.

Minimum Service Period

- 36 months commencing from the Installation Date

Minimum Required Capacity

Minimum Required Capacity means the minimum capacity of Interconnect Link of and

to be ordered by FTNS Operator in accordance with the POI Agreement and this Schedule 1E and/or Schedule 1F as follows :-

Interconnect Link	On or before 31 Dec 2000	On or before 31 Dec 2001 (excluding those installed in Year 2000)
T1	195	374

Provisioning Date

The Provisioning Date is the date which is 3 months from the Effective Date.

Growth Conditions

1. The maximum capacity may be ordered under this Schedule 1E and/or Schedule 1F is 573 T1, in minimum blocks of 4 T1.
2. The FTNS Operator must give three months advance written notice of any capacity required, setting out the requested Installation Date in respect of that capacity. will provision the required capacity subject to the availability

of the relevant capacity within its network and the FTNS Operator must pay in respect of that capacity in accordance with this Agreement.

Part II: Charges

Application of Charges

The charges set out in this Part II apply in relation to T1 ordered and provisioned under this Schedule 1E.

Increase in Charges

All charges listed under Part II are subject to clause 11 of the Agreement.

Interconnect Equipment Charges

One Off Charges

- 1a. **Interconnect Equipment One Off Installation Charge** (which includes charges for relevant labour, equipment and other costs and charges reasonably incurred by _____ in relation to the planning, provisioning, installing and testing the required capacity and equipment):
HK\$113,024 for up to 84 T1.

- 1b. **One Off Charge Reduction** (This amount will be used in the calculation of the Payment Reduction and does not represent an additional payment by the FTNS Operator):
HK\$ 1,345 per T1.

Recurrent Charges

- 2a. **Interconnect Equipment Rental:**
HK\$23,569 per month for up to 84 T1.
- 2b. **Recurrent Charge Reduction** (This amount will be used in the calculation of the Payment Reduction and does not represent an additional payment by the FTNS Operator) :
HK\$281 per T1 per month.

Network Charges

One Off Charges

1. **T1 One Off Installation Charge** (which includes charges for relevant labour, equipment and other costs and charges reasonably incurred by _____ in relation to the planning, provisioning, installing and testing the required capacity and equipment):
HK\$994 per T1.

Recurrent Charges

2. **T1 Rental:**
HK\$1,564 per T1 per month

Part III: Payment Reduction

The Payment Reduction is to be calculated as follows.

In respect of the one off charges, the sum of :

(One off charges specified within Network Charges in Part II) x (Agreed Allocation for Network), and
(Interconnect Equipment One Off Installation Charge Reduction in Part II) x (Agreed Allocation for Interconnect Equipment).

In respect of the recurrent charges, for each month the sum of:

(Recurrent charges specified within Network Charges in Part II) x (Agreed Allocation for Network), and
(Recurrent charge reduction per T1 specified within Interconnect Equipment Charges in Part II) x (Agreed Allocation for Interconnect Equipment).

Agreed Allocation

1. For Network

For the confirmed orders in respect of each Provisioning Date set out in this Schedule, Agreed Allocation is 50% of the relevant confirmed order.

As a clarification, Agreed Allocation does not include capacity in relation to the interconnection between the FTNS Operator and

2. For Interconnect Equipment

For the confirmed orders in respect of each Provisioning Date set out in this Schedule, Agreed Allocation is :

50% of 84 T1 (excluded capacity in relation to the interconnection between the FTNS Operator and). This Agreed Allocation shall be in accordance with the following principles ("the Interconnect Equipment Agreed Allocation").

If the FTNS Operator initially only orders Interconnect Links for interconnection with Network, the Interconnect Equipment Agreed Allocation will be 42 T1.

However if FTNS Operator subsequently orders say, an additional 10 T1 Interconnect Links consisting of Interconnect Equipment for interconnection with the Interconnect Equipment Agreed Allocation will be reduced from 42 T1 to only $(84 - 10) / 2 = 37$ T1 ("the Reduction"). The Interconnect Equipment Agreed Allocation shall therefore be decreased proportionally such that the FTNS Operator will be charged an additional One Off Installation Charge and a new Recurrent Charge in respect of the difference between the Interconnect Equipment Agreed Allocation and the Reduction (ie. $42 \text{ T1} - 37 \text{ T1} = 5 \text{ T1}$).

Part IV: Provision of "FTNS facility link" for interconnection between the FTNS Operator and _____

For the purpose of completing the Interconnect Link, a "FTNS facility link" (as defined in Schedule 1B) is required between the FTNS Location and the relevant buildings in which the Interconnect Gateway Exchanges stipulated in Part I are located. The parties agree that the above terms and conditions set out for this Schedule 1E are applicable to the "FTNS facility link", save and except for the Provisioning Dates set out in Part I and the entire Part III on Payment Reduction.

Signed as our agreement.

SIGNED for and on behalf of

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SCHEDULE 1F OF POI ESTABLISHMENT AGREEMENT

INTERCONNECT LINK (IN T1)

Part I: General

1.

agree that with effect from 26 February 2001 ("Effective Date"), the POI Establishment Agreement dated 31 July 1995 ("POI Agreement") and signed by the parties shall be supplemented as set out in this Schedule 1F.

2. All terms and references used in the POI Agreement which are defined or construed in the POI Agreement but are not defined or construed in this Schedule shall have the same meaning and construction in this Schedule as in the POI Agreement. Any terms and references used in this Schedule which are defined in this Schedule and which are also defined under the POI Agreement shall, if capable, be construed in accordance with the definition under this Schedule for the purposes of this Schedule only but shall otherwise be construed in accordance with the definition in the POI Agreement.
3. Except as provided under this Part I, General, paragraph 2, in the event of conflict between the terms of the POI Agreement and the terms of this Schedule 1F, the terms of the former shall prevail.

4. Interconnect Link between the FTNS Operator Switch Location and the agreed Interconnect Gateway Exchanges will be provisioned by solely for the purpose of enabling interconnection between the networks of FTNS Operator and of

Each Interconnect Link provisioned will consist of two separate sections of transmission capacities as follows:

FTNS facility link - the section from the FTNS Location to the agreed buildings in which Interconnect Gateway Exchanges are located.

The FTNS facility link is to be separately ordered under Part IV of Schedule 1E of the POI Agreement, and will be subject to the charges and other relevant terms such as growth conditions specified there.

Inter-ICG link - the section from the agreed buildings in which Interconnect Gateway are located to the agreed buildings in which Interconnect Gateway Exchanges are located.

The Inter-ICG link is to be provisioned under this Schedule 1F at each of the relevant Interconnect Gateway Exchanges in equal quantities, unless otherwise agreed by the parties.

FTNS Operator Switch Location

Interconnect Gateway Exchange

For the purposes of this Schedule 1F, the Interconnect Gateway Exchange as defined in the POI Agreement includes:

(a) Main Exchanges:

(b) Tandem Exchanges:

Interconnect Links are to be provisioned at each of these Interconnect Gateway Exchanges in reasonably distributed quantities, unless otherwise agreed by the parties.

Minimum Service Period

- 36 months commencing from the Installation Date

Minimum Required Capacity

Minimum Required Capacity means the minimum capacity of Interconnect Link of and to be ordered by FTNS Operator in accordance with the POI Agreement and this Schedule 1E and/or Schedule 1F as follow :-

Interconnect Link	On or before 31 Dec 2000	On or before 31 Dec 2001 (excluding those installed in Year 2000)
T1	195	374

Provisioning Date

The Provisioning Date is the date which is 3 months from the Effective Date.

Growth Conditions

1. The maximum capacity may be ordered under this Schedule 1F and/or Schedule 1E is 573 T1, in minimum blocks of 4 T1.
2. The FTNS Operator must give three months advance written notice of any capacity required, setting out the requested Installation Date in respect of that capacity. will provision the required capacity subject to the availability of the relevant capacity within its network and the FTNS Operator must pay in respect of that capacity in accordance with this Agreement.

Part II: Charges

Application of Charges

The charges set out in this Part II apply in relation to T1 ordered and provisioned under this Schedule 1F.

Increase in Charges

All charges listed under Part II are subject to clause 11 of the Agreement.

Interconnect Equipment Charges

One Off Charges

Interconnect Equipment One Off Installation Charge (which includes charges for relevant labour, equipment and other costs and charges reasonably incurred by in relation to the planning, provisioning, installing and testing the required capacity and equipment):

HK\$101,722 for up to 56 T1.

Recurrent Charges

Interconnect Equipment Rental:

HK\$22,604 per month for up to 56 T1.

Network Charges

One Off Charges

1. **T1 One Off Installation Charge** (which includes charges for relevant labour, equipment and other costs and charges reasonably incurred by in relation to the planning, provisioning, installing and testing the required capacity and equipment):

HK\$791 per T1.

Recurrent Charges

2. **T1 Rental:**

HK\$1,244 per T1 per month

Part III: Additional Inter-ICG Link above the first block of 56 T1

The FTNS Operator may order additional capacity of Inter-ICG Link in excess of the first block 56 T1 specified in Part I above. Such additional capacity will be subject to the terms of the POI Agreement and the following conditions.

1. For each additional block of up to 56 T1 ordered under this Part III, the FTNS Operator must give no less than 9 months of advance written notice to _____ prior to the first Provisioning Date of capacity within the additional block. However, ordering of capacity within each additional block of 56 T1 will be governed by the growth condition set out in Part I above.
2. The Interconnect Equipment Charges set out in Part II above will apply to each additional block of 56 T1, and are payable whether all capacity within that additional block is actually ordered by the FTNS Operator. However, the _____ Network Charges set out in Part II above are payable by the FTNS Operator in respect of capacity actually ordered by the FTNS Operator and provisioned by _____

Signed as our agreement.

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SCHEDULE 1G OF POI ESTABLISHMENT AGREEMENT

INTERCONNECT LINK (IN E1)

Part I: General

1.

agree that with effect from 26 February 2001 ("Effective Date"), the POI Establishment Agreement dated 31 July 1995 ("POI Agreement") and signed by the parties shall be supplemented as set out in this Schedule 1G.

2. All terms and references used in the POI Agreement which are defined or construed in the POI Agreement but are not defined or construed in this Schedule shall have the same meaning and construction in this Schedule as in the POI Agreement. Any terms and references used in this Schedule which are defined in this Schedule and which are also defined under the POI Agreement shall, if capable, be construed in accordance with the definition under this Schedule for the purposes of this Schedule only but shall otherwise be construed in accordance with the definition in the POI Agreement.
3. Except as provided under this Part I, General, paragraph 2, in the event of conflict between the terms of the POI Agreement and the terms of this Schedule 1G, the terms of the former shall prevail.

FTNS Operator Switch Location

Interconnect Gateway Exchange

For the purposes of this Schedule 1G, the Interconnect Gateway Exchange as defined in the POI Agreement includes:

- (a) Main Exchanges:

(b) Tandem Exchanges:

Interconnect Links are to be provisioned at each of these Interconnect Gateway Exchanges in reasonably distributed quantities, unless otherwise agreed by the parties.

Minimum Service Period

- 36 months commencing from the Installation Date

Minimum Required Capacity

Minimum Required Capacity means the minimum capacity of Interconnect Link of to be ordered by FTNS Operator in accordance with the POI Agreement and this Schedule as follows:

Interconnect Link	On or before 31 Dec 2000	On or before 31 Dec 2001 (excluding those installed in Year 2000)
E1	62	272

Growth Conditions

1. Additional capacity may be ordered in accordance with the POI Agreement and this Schedule 1G in minimum blocks of 4 E1 up to the maximum of 338 E1 (representing the total quantity of Interconnect Link).
2. If FTNS Operator orders additional E1 in excess of the maximum of 252 E1, the procedures set out in clause 5 of the POI Agreement will apply to ordering such additional capacity under this Schedule 1G. FTNS Operator must give nine months advance written notice of any required increase in capacity, specifying the requested Provisioning Date (which means the date or dates on which the Interconnect Link in respect of each POI is intended to be made available to the FTNS Operator) in respect of that capacity. will provision the required capacity subject to the availability of the relevant capacity within its network and FTNS Operator must pay in respect of that capacity in accordance with

the POI Agreement. The amount of the Interconnect Equipment Charges and Network Charges payable for additional capacity exceeding the maximum of 252 E1 shall be separately agreed by the parties.

3. Interconnect Equipment Charges and Network Charges in relation to the capacity in excess of 252 E1 shall become due and payable in accordance with the POI Agreement.

Part II: Charges

Interconnect Equipment Charges

Interconnect Equipment Charges mean charges in relation to the installation by and the rental by FTNS Operator from of the Interconnect Equipment and are incorporated in the amounts of Network Charges as set out below.

Network Charges

Network Charges mean the charges in relation to the installation by and the rental by FTNS Operator from of the capacity of Network.

One off charges

1. Installation Charge for each Interconnect Link that includes charges for relevant labour, equipment and other costs and charges reasonably incurred by in relation to the planning, provisioning, installing and testing the required capacity and equipment:

HK\$1,696 per POI E1 link

Recurrent charges

2. Monthly rental for each Interconnect Link:

HK\$4,122 per POI E1 link

Part III: Payment Reduction

Payment Reduction means the reduction in the payments to be made to by FTNS Operator and is to be calculated by as follows:

1. In respect of the one off charges, the sum of:

(One off charges specified within Network Charges) x
(Agreed Allocation for Network)

2. In respect of the recurrent charges, for each month the sum of:

(Recurrent charges specified within Network Charges) x
(Agreed Allocation for Network)

Agreed Allocation means the agreed capacity allocation to as set out below:

For confirmed orders in respect of each Provisioning Date, Agreed Allocation is 50% of the relevant confirmed orders. For clarity, Agreed Allocation does not apply to capacity in relation to the interconnection between FTNS Operator and

Signed as our agreement.

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