

INTERCONNECTION SERVICE AGREEMENT

THIS AGREEMENT is made on the March 25, 2013.

PARTIES:

- 1.
- 2.

RECITALS:

- A. operates a fixed telecommunications network in Hong Kong for the provision of fixed telecommunications service under issued to it pursuant to the Telecommunications Ordinance (Cap. 106) (the "Ordinance") and operates a fixed telecommunications network in Hong Kong for the provision of fixed telecommunications service under issued to it under the Ordinance.
- B. The Parties have agreed to implement Interconnection Service to enable their respective Customers to make and receive Calls to and from each other.
- C. In furtherance of recital B, the Parties have agreed to enter into this Agreement to regulate the terms and conditions for Interconnection Service and to set out the billing and settlement procedures for Interconnection Service Charge.

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following terms used in this Agreement shall have the following meanings, unless the context otherwise requires:

"Agreed Traffic"	means Telecommunications Service which originates from the Network Facility of and terminates at the Network Facility of and the Telecommunications Service which originates from the Network Facility of and terminates at the Network Facility of ;
"Affiliate"	of a Party means an entity which controls, is controlled by, or is under common control with, that Party;
"Agreement"	means these terms and conditions (including any Schedules and Annexes attached hereto) as may be amended by the Parties from time to

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	time;
“Applicable Laws”	means all laws, including rules of common law, principles of equity, ordinance, statutory instruments, regulations, orders, other legislative provisions, court judgment and statutory licence, license conditions and, if they have the force or effect of law, directions, codes of practice, policies and guidelines or any applicable operational requirement of any governmental or competent authority having jurisdiction over a Party;
“Business Day”	means a day except Saturday, Sunday and public holiday;
“Call”	means a signal or series of signals conforming to the Technical Specifications; and
“Customer”	means a subscriber of a Party’s Telecommunications Services which enables the subscriber to make and receive Calls;
“Interconnect Link”	means the dedicated fixed network circuit or link which may request to provide for use in the Interconnection Service, specifications of which are set out in Schedule 1. Subject to the network coverage and general terms and special terms and condition, shall provide the Interconnection link and shall pay all the relevant charges as set out in Schedule 1 for the provision of the Interconnection Link;
“Interconnection Service”	means the service more particularly described in the Technical Specifications where each Party makes available its respective Network Facilities to the other and to interconnect at the agreed points of interconnection;
“Interconnection Service Charge”	means each Party’s charges for providing the Interconnection Service to the other;
“Intellectual Property Right”	means all intellectual property rights (whether registered or unregistered and including applications for registration) and all rights or forms of protection having equivalent or similar effect anywhere in the world, including without limitation patents, registered designs, trade marks, service marks, logos, get-up, trade names, internet domain names and service marks (whether registered or not), copyright (including rights in computer software), moral rights, database rights, design rights, and all similar property rights, including those

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subsisting (in any part of the world) in inventions, designs, drawings, performances, semi-conductor topographies, utility models, confidential information, know-how, business names, goodwill and applications for protection of any of the above rights;

- “Network Facility” means, in relation to a Party, any part of that Party’s infrastructure or system, or series of systems, that carries, or is capable of carrying communications and such other computers, IT infrastructure, software, firmware and electronic hardware in relation to the provision of the Telecommunications Service;
- “OFCA” means the Office of the Communications Authority of Hong Kong;
- “Personnel” means, in relation to a Party, any of its director, consultant, officer, agent, employee and servant;
- “Originating Operator” means the Party from which a Call originates and which is intended to terminate at the Terminating Operator’s Network Facility;
- “Party” means either ;
- “Parties” means both ;
- “Technical Specifications” means the technical specifications for the Interconnection Service in accordance with HKTA Specifications 2202 “Network Connection Specifications for Network-to-Network of the Public Telecommunications Networks (PTNs) in Hong Kong Based on ITU-T Signaling System No.7”;
- “Communications Authority” means the Communications Authority established under the Communications Authority Ordinance (Cap 616);
- “Telecommunications Services” means a service for carrying communications by means of guided and/or unguided electric and/or electromagnetic energy;
- “Terminating Operator” means the Party whose Network Facility terminates a Call originating from the Originating Operator;
- “Unsolicited Promotional Calls” means Calls of a promotional or similar nature which the intended recipient has not given his/her explicit prior consent to receive;

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1.2 In this Agreement, unless the context otherwise requires:

- (a) any reference to a provision of any Ordinance is a reference to that provision as amended, extended or re-enacted from time to time;
- (b) unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, persons shall include bodies corporate and partnerships, references to any gender shall include all genders and references to any agreement or other instrument shall be deemed to include references to such agreement or other instrument as varied or replaced from time to time;
- (c) any reference to days are to Business days, and any reference to months or years are to calendar months or years.

2 PROVISION OF INTERCONNECTION SERVICE

- 2.1 The Parties shall interconnect their respective Network Facility for the conveyance of Agreed Traffic through the Interconnect Link which is described in Schedule 1. For the avoidance of doubt, this Agreement shall cover fixed network interconnection services only. Mobile network interconnection services are hereby explicitly excluded from this Agreement. Each Party acknowledges that any transit delivery service and a third party operator may wish to acquire from is subject to further commercial agreement.
- 2.2 In performing their respective obligations under Clause 2.1, the Parties shall observe the Technical Specifications.
- 2.3 The Parties shall at all times comply with OFCA's "The Numbering Plan for Telecommunications Services in Hong Kong" (as updated from time to time) in respect of the Interconnection Service. At all times during the term of this Agreement, each Party shall comply with all applicable laws, rules and regulations relating to or affecting the performance of its obligations hereunder, and shall bear all costs and risks in connection with such compliance. Each Party shall secure and maintain all licenses, approvals, consents, permits and authorizations from all governmental agencies, necessary for the performance of its obligations hereunder; including without limitation, registering or filing this Agreement, if required, with the appropriate governmental agency. Each Party shall comply with all laws governing the activities of its business, including, without limitation, any rules, regulations, ordinances, guidelines or obligations issued by any telecommunications regulatory body or administration regarding the manner in which the Interconnection Service may be provided (including any applicable licence under Telecommunications Ordinance (Chapter 106).
- 2.4 Each Party agrees that it shall use technically reasonable endeavours to ensure that Interconnection Service shall be available on a 24 hours per day, 7 days per week continuous basis. Notwithstanding the generality of the foregoing, the Parties shall resolve all technical matters in relation to the Interconnection Service as soon as technically possible in accordance with the operational and maintenance procedures set out in Schedule 3.
- 2.5 Subject to Clause 8.5, each Party agrees that the Terminating Operator will use technically reasonable endeavours to terminate each Call to the Customer's terminal to whom the Call is addressed.
- 2.6 Each Party shall be responsible for the operation of its own Network Facility and in performing its obligations herein it shall ensure that its Network Facility does not endanger the safety and health of the other Party's Personnel, and does not cause any technical or physical damage to

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any part of the other Party's Network Facility. In the event that either Party intends to introduce any new or additional features to the Interconnection Service after the date hereof, both Parties shall, in good faith, use reasonable commercial endeavours to conduct joint testing of the new or additional feature to be introduced.

- 2.7 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 Agreement, save 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.

3 CHARGES AND PAYMENT

- 3.1 Each Party shall in according to the Schedule 2 "The billing and Settlement" for the invoice and settlement of the Interconnection Service Charge
- 3.2 Both Parties shall review the rate of interconnection charges specified in Schedule 2 on an annual basis. Both Parties agree to negotiate in good faith during such annual review to agree on any adjustment to the interconnection charges.
- 3.3 Each Party shall be solely responsible for its own costs and charges for the provisioning and maintaining of their respective Network Facility for the conveyance of Agreed Traffic.

4 INDEMNITIES FOR PROVISION OF TELECOMMUNICATIONS SERVICES

- 4.1 Each Party ("*Indemnifying Party*") agrees that in relation to the provision of the Telecommunications Services to its Customers, or any part thereof, it will indemnify the other Party ("*Indemnified Party*") from any damage, loss or cost (including legal costs) and protect the Indemnified Party from any demand, claim or proceedings by the Indemnifying Party's Customers.
- 4.2 Each Party shall be solely responsible for the use of the Telecommunications Services or any part thereof by its Customers. Neither Party shall be liable to the other Party or its Customers for any failure or delay in the provision of the Interconnection Service.
- 4.3 For the avoidance of doubt, the Interconnection Service is intended only for the conveyance of Agreed Traffic between Parties' Customers and the Parties shall under no circumstances use the Interconnection Services to provide any services to any person other than its Customers.
- 4.4 Any use of the other Party's trade name, trade marks or service marks in relation to the marketing, sale and provision of any part of the Telecommunications Services to its Customers shall be subject to Clause 5.
- 4.5 Save 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 on the other Party for any fault or other circumstance in respect of the Interconnection Service.

5 INTELLECTUAL PROPERTY RIGHTS

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- 5.1 Nothing in this Agreement shall be construed as assigning any Intellectual Property Rights of a Party to the other; or the grant of any licence of any Intellectual Property Rights to the other Party other than as expressly permitted herein.
- 5.2 Neither Party is entitled to use any trade names, trade marks 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.
- 5.3 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 from a claim by a third party that use of the first Party's Intellectual Property Rights as permitted under this Agreement infringes the rights of that third party.
- 5.4 The indemnity in Clause 5.3 is the only remedy and form of compensation available to a Party in respect of any breach of Intellectual Property Rights relating to the Interconnection Service.

6 CONFIDENTIALITY

- 6.1 Each Party agrees to keep and procure to be kept secret all written and/or oral information of any kind ("*Confidential Information*") obtained from the other Party pursuant to this Agreement.
- 6.2 Each 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.
- 6.3 Each Party shall reveal the Confidential Information only to its employees, agents, contractors, consultants or Affiliates to whom disclosure is necessary for each of them to perform his duties for this purpose of this Agreement. Each Party shall require the above obligation of confidentiality from the foregoing persons to whom the Confidential Information was disclosed.
- 6.4 The foregoing obligations shall not apply, however, to any part of the Confidential Information which:-
 - (a) was already known to the receiving Party prior to receipt thereof;
 - (b) was already in the public domain or becomes so through no fault of the recipient Party;
 - (c) was acquired by the receiving Party from a third party having the right to convey the Confidential Information to the receiving Party without any obligation of confidentiality not to disclose the same;
 - (d) is independently developed by the receiving Party;
 - (e) is approved for release by prior written authorization of the disclosing Party;
 - (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 the contents of the disclosure made.

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- 6.5 Subject to the provision in Clause 6.4 above, these obligations of confidentiality shall survive after the termination of this Agreement.
- 6.6 The terms of this 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 Agreement, any information concerning this 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.
- 6.7 Upon the execution of this Agreement, the obligations of confidentiality herein shall supersede any non-disclosure agreements previously entered into by the Parties. The Parties agree that they shall continue to be bound by the obligations of confidentiality under the terms of the aforementioned non-disclosure agreements for all confidential information disclosed prior to the execution of this Agreement for the term stipulated in Clause 6.5.

7 TERM

- 7.1 This Agreement shall commence from the date hereof and continue in force until terminated in accordance with Clause 9.

8 SUSPENSION OF SERVICE

- 8.1 A Party ("***Suspending Party***") may suspend the Interconnection Service or any part thereof, by giving the other Party written notice if in its reasonable opinion:-
- (a) the other Party's Network Facility has an adverse effect on the efficient operation of the Suspending Party's Network Facility and the other Party has failed to rectify the material adverse effect before the end of the written notice;
 - (b) the other Party is in breach or likely to be in breach of any of its obligations herein; or
 - (c) the other Party attempted to use, is likely to use, or has used the Interconnection Service in contravention of any Applicable Laws or conveyance of Telecommunications Services other than the Agreed Traffic or in non-conformity with any part of the Technical Specifications or applicable standards or guidelines, whether with or without the authorisation or permission of the Suspending Party.
- 8.2 In relation to the following events, the Suspending Party may suspend the Interconnection Service or any part thereof immediately with written notice, if in its reasonable opinion:
- (a) the Interconnection 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 an imminent threat to the normal operation, access, integrity or security of the Suspending Party's Network Facility or any third party's Network Facility;
 - (b) the other Party is experiencing or is likely to experience the events referred to in Clause 9.2(b);
 - (c) there is an emergency situation that in the Suspending Party's reasonable opinion requires the suspension of the Interconnection Service;

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- (d) the continued provision of the Interconnection Service would be unlawful; or
- (e) the suspension is pursuant to a lawful governmental or regulatory direction.

8.3 The right of suspension under Clauses 8.1 and 8.2 shall be subject to the following:-

- (a) A Party may only suspend the Interconnection Service to the extent reasonably necessary to address the relevant event; and
- (b) The Suspending Party shall restore the suspended Interconnection Service as soon as it is practicable after the relevant event has been addressed.

8.4 The suspension of services pursuant to Clauses 8.1 and 8.2 shall not affect the payment obligations for any outstanding charges or the charges for the unaffected parts of the Interconnection Service.

8.5 Without prejudice to either Party's rights and/or obligations under any applicable directions, statements, orders, codes of practice and instruments issued by OFCA, either Party may in good faith refuse to terminate any Calls that are intended for any of its Customers if, in its reasonable belief, the said Calls constitute an Unsolicited Promotional Call.

For the avoidance of doubt, nothing in this Agreement shall restrict any of the Party's rights under their service agreement with their Customers.

8.6 A Party's exercise of its right to suspend any Interconnection Service shall be without prejudice to any other right or remedy available to that Party, including any right to terminate this Agreement.

9 TERMINATION

9.1 Without cause

Either Party may after _____ of the date hereof terminate this Agreement at any time without cause by giving to the other Party at least _____ prior written notice to that effect.

9.2 With cause

Either Party shall have the right to terminate this Agreement forthwith at any time by giving to the other Party written notice to that effect in any of the following events:

- (a) if the other Party is in material breach of any of its obligations hereunder and fails to remedy such breach (if capable of remedy) within _____ of receiving a written notice to do so;
- (b) if the other Party is unable to pay its debt as they fall due or is subject to the law as to insolvency and/or bankruptcy or makes any arrangements or composition with its creditors or has a Receiver appointed or enters into liquidation (other than a voluntary liquidation for the purpose of solvent reconstruction or amalgamation);
- (c) any license, 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 Service to its

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Customers.

- (d) if the Interconnection Service or a Party's Service is suspended under Clause 8 for more than _____ and if the relevant event for the suspension continue to exist at the time, then either Party may terminate this Agreement with immediate effect by giving the other Party written notice.

9.3 Termination of this Agreement shall not relieve either Party of any liability for breach of this Agreement or as may otherwise be established or affect the rights of the Parties which accrued prior to the date of termination.

9.4 This clause and clauses 3, 5, 6 and 10 shall survive termination or expiry of this Agreement.

10 LIMITATION AND EXCLUSION OF LIABILITY

10.1 Save for a breach of Clause 5 or Clause 6 herein, under no circumstances (including negligence or breach of statutory duty) shall either Party be liable to the other Party or to any other person, body of persons or corporation for any indirect or consequential loss including but not limited to 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 Agreement.

10.2 Save for a breach of Clause 5 or Clause 6 herein, each Party's aggregate liability under this Agreement or in respect of the performance of any obligations thereof shall be limited to the amount actually paid by the other Party during the year of this Agreement (commencing on the date of this Agreement or an anniversary thereof) in which such liability arises for all events arising in such year.

11 INSURANCE

11.1 Each Party shall at all times during the term of this Agreement, effect and maintain at its own expense with a reputable insurance company insurance which it considers adequate.

12 APPLICABLE LAW AND SETTLEMENT OF DISPUTE

12.1 The validity and interpretation of this Agreement shall be governed in all respects by the laws of the Hong Kong Special Administrative Region. Save for the alternative dispute resolution procedures set out herein, the Parties shall submit to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region for settlement on any dispute arising from or in connection with this Agreement.

13 NO PARTNERSHIP

13.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute or be deemed to constitute that one Party act as an agent of the other for any purpose whatsoever and neither Party shall have the authority or power to bind the other or create a liability against the other in any way or for any purpose.

14 ASSIGNMENT

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- 14.1 Neither Party shall assign, transfer, convey, license or otherwise dispose of, wholly or partially, the rights and obligations under this Agreement except with the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 14.2 Notwithstanding the provisions of Clause 14.1, in the event of an assignment being made as a result of a reconstruction, reorganisation 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.

15 ENTIRE UNDERSTANDING

- 15.1 This Agreement embodies the entire understanding between the Parties in relation to the subject matter hereof and there are no promises, terms, conditions or obligations, oral or written expressed or implied other than those contained herein. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

16 NOTICES

- 16.1 Any notice required to be given hereunder shall be in writing and shall be deemed to have been sufficiently given if (i) delivered personally, (ii) transmitted by facsimile or (iii) sent by registered post to the intended recipient whose address or facsimile number are set out below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this Clause.

If to _____

Attention:

Facsimile:

If to _____

Attention:

Facsimile:

with copy to:

- 16.2 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

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of such delivery), whichever shall first occur.

- 16.3 Notwithstanding Clause 16.1, 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 Agreement.

17 SEVERABILITY

- 17.1 If any provision of this Agreement shall be construed to be illegal or invalid, they shall not affect the legality validity and enforceability of the other provisions of this Agreement. The illegal or invalid provision shall be deleted from this Agreement and no longer incorporated herein but all other provisions of this Agreement shall continue.

18 HEADINGS

- 18.1 The headings of the Clauses or paragraphs contained herein are for convenience only and do not define, limit, describe or constitute the contents of such paragraphs.

19 INCONSISTENCY

- 19.1 In the event of any inconsistency between these terms and conditions and any Annex, the provision of these terms and conditions shall prevail.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed by)
for and on behalf of)
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Schedule 1

Interconnect Link

_____ agrees to subscribe the Interconnect Link from _____ for establishing interconnection between the Parties' networks.

Charges of the Interconnect Link for the initial order _____ place to _____ are as follows:

Installation Charge:	Waived
Monthly Rental:	HK\$1700 per E1 (both ends)
Minimum Contract Period:	24 months
Termination Notice:	1 month

The parties shall discuss to review the Monthly Rental fee of HK\$1700 after the 24 month Minimum Contract Period.

Interface Technical Specifications For Interconnect Link:

The technical standard for Interconnect Link is as defined in section 1 of HKTA 2202 including any variations to that document agreed between the Parties.

For the avoidance of doubt, the Interconnection Link will be in the form of E1:

E1 line Bit Rate	:	2.048Mb/s ± 50ppm
Electrical characteristics	:	To comply with ITU-T (Blue book) G.703 and G.823
Line Code	:	B8ZS
Framing	:	ESF
Bit Error Ratio at Interface	:	<1 in 10 ⁶

The Interconnect Links will be provisioned within an existing optical STM-4 from _____ network to _____ switching facilities at:

The demarcation point of the Interconnect Links is on the _____ ODF where the fibers for the optical STM-4 from the _____ network terminate.

Schedule 2

Interconnect Charges, Billings and Settlements

1 NUMBER RANGES AND INTERCONNECT CHARGES

1.1 The Parties agree to convey Agreed Direct Traffic destined for the other Party, as follows:

	Calling Party	Called Party	Numbering Levels	Remarks
1				Access Code for IDD services
				FTNS customer enquiry hot lines or operator-assisted services
				External Telecommunications
				Mobile Service short codes
				Services of high volume of traffic
				Calling card
				Fixed network numbers
				Public Non-Exclusive Telecommunications Services (other than External Telecommunications Services/IDD type of services)
				Public Non-Exclusive Telecommunications Services (for External Telecommunications Services/IDD type of services)
				Network numbers
				Numbers for Class 2 service under the FTNS/FC or the SBO Licence
				Mobile Services
				Paging Services
				Freephone Services
				Personal Numbering Services
			2	
	Fixed network number			
	Network number			
	Customer enquiry and hot lines or operator-assisted services			

1.2 For the avoidance of doubt, the charging principles are in accordance with the CA Statement No 7 (Second Revision) dated 18 March 2002 for the payment of PSTN calls.

Interconnect Service Charge

PSTN Calls

OAC/TAC

Per call attempt (2.5 Hong Kong cents)

Per call occupancy minute (1.4 Hong Kong cents)

Transit Charge

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Per call attempt (0.4 Hong Kong cents)
 Per call occupancy minute (0.8 Hong Kong cents)

ETS Calls

LAC(t)
 Per call occupancy minute (10.6 Hong Kong cents)

Notes:

OAC: Originating Access Charge
 TAC: Terminating Access Charge
 LAC(t): Local Access Charge (Transit)

The following table summarizes the charging principle for each local call type according to the Numbering Plan.

Call Types	Number Prefix	Call Description	Charging Principle
1	00x	Indirect Access to International Gateway	LAC
2	10x / 12x	Customer Enquiry	TAC
3	15xx / 16xx	External Telecommunication Services	LAC
4	18x	Volatile Traffic	TAC
5	20x	Calling Card	LAC
6	2x / 3x (non 30x)	Fixed Network Numbers	TAC
7	300x / 301x / 302x	PNETS	OAC
8	306x / 307x	PNETS (for IDD type of service)	LAC
9	40x (18x) or 14x(18x)	Network Number for Volatile Traffic	TAC
10	40x (2x / 3x (non 30x)) or 14x (2x / 3x (non 30x))	Network Number for Fixed Network Numbers	TAC
11	40x (300x / 301x / 302x) or 14x (300x / 301x / 302x)	Network Number for PNETS	OAC
12	40x (306x / 307x) or 14x (306x / 307x)	Network Number for PNETS (for IDD type of service)	LAC
13	40x (800x) or 14x (800x)	Network Number for Freephone Services	OAC
14	40x (8x (non 800x)) or 14x (8x (non 800x))	Network Number for Personal Number	TAC
15	40x (900x) or 14x (900x)	Network Number for Information Services	OAC (Remark 2)
16	7x (MP)	Manual Paging (Remark 1)	TAC
17	7x (AP)	Auto Paging (Remark 1)	OAC
18	800x	Freephone Services	OAC
19	8x (non 800x)	Personal Number	TAC
20	900x	Information Services	OAC (Remark 2)

Remarks:

1. Refer to the CA's Numbering Plan for exact number prefix.
2. Excluding Information Service Usage Charge payable by the Call Originating Party to the Information Service Provider Connected Party. Conveyance of chargeable

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Information Services calls subject to separate commercial agreement between both Parties.

2 BILLINGS & SETTLEMENTS

- 2.1 Each Party (Billing Party) shall invoice the other Party (Paying Party) within after the expiration of each calendar month ("**Invoice Date**") for the amount in Hong Kong dollars due in respect of the supply of Interconnection Service for that month. Invoices shall be delivered by mail.
- 2.2 The Paying Party shall settle the undisputed portion of the invoices within after the receipt of the invoice ("**Due Date**"). Subject to Clause 3.2 of this Schedule 2, all payments for invoices shall be without set off or counterclaim and free and clear of any withholding or deduction.
- 2.3 Service charges for a call which begins at or after 00:00:00 of the first day of the calendar month will be included in the invoice issued for that month. Service charge for a call that begins in one calendar month and completes in the following calendar month will be included in the invoice for the first month.
- 2.4 If the Billing Party has omitted or miscalculated the Interconnection Service Charges from an invoice, the Billing Party may include or amend (respectively) those charges in a later invoice, as long as the Billing Party is able to substantiate those charges to the Paying Party and the inclusion or amendment is made within of the issuing of the invoice.
- 2.5 If payment is not received by the Billing Party by the Due Date, the Billing Party may at its sole discretion charge interest on the undisputed amount outstanding from the Due Date at the rate of 2.0% per annum over the prevailing prime lending rate of the Hongkong & Shanghai Banking Corporation in Hong Kong until payment of the undisputed amount is made.
- 2.6 Each Party agrees that discrepancies for the traffic arising from a monthly invoice shall not be disputed if the discrepancy is less than for local calls and for external calls in respect of the number of call attempts and call minutes in the month covered by an invoice.
- 2.7 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 Originating Operator, for services supplied to its Customers using the Interconnection Service, except where the Parties expressly agree otherwise in writing.

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3 DISPUTE AND DISPUTE RESOLUTION

- 3.1 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 3 of this Schedule 2.
- 3.2 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 2 of this Schedule 2.
- 3.3 The Parties must use their commercially reasonable endeavors to investigate and resolve a Billing Dispute no later than _____ from the Dispute Notification Date.
- 3.4 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.
- 3.5 If the General Dispute remains unresolved _____ after referral to the dispute officers under clause 3.4 of this Schedule 2, 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.
- 3.6 If the Billing Dispute or General Dispute cannot be resolved within _____ from the notification date of the dispute 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 3.10 The Billing Party shall send a supplementary invoice setting out the correct outstanding amount upon the settlement of the dispute (if any). The Paying Party shall settle this invoice within _____ from the date of receipt of such invoice.
- 3.11 In this Schedule:

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 Agreement.

Schedule 3

Operational and Maintenance Procedures

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 limit 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 at least _____ in advance of any planned customer impacting outage, or at least _____ in advance of any planned non-customer impacting 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

On the Commercial Launch Date of _____ local network, the Parties must each provide the contact details of its Network Operations Centre (NOC). This NOC must be staffed 24 hours a day, 365 days a year. Contact details must be ready before the Commercial Launch Date.

On becoming aware of any fault, which fault is potentially generated by the other party, contact will be made via the NOC to report the fault to the other party. For any fault being logged by NOC, a fault docket will be issued with a reference number for cross checking until the fault has been cleared. Each party can request a formal written report after fault resolution and it will provided within _____

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 suspend/ disconnect any communications link by which the other party accesses the reporting party's Network Facility.

Severity Level	Definition	Response Deadline
P1		
P2		
P3		

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