

Hong Kong Telecommunications (HKT) Limited
Special Conditions for Facilities Managed Network Services

1. DEFINITIONS

Unless otherwise defined in Clause 1 hereof, each capitalized expressions not defined in this Clause shall have the meanings given to it in the General Conditions, unless the context otherwise requires:

“**Access Policy**” means the access policy of the Company as set out in Schedule 7.

“**Agreement**” means the agreement between the Company and the Customer in respect of the Services provided by the Company to the Customer (comprising the Application, the General Conditions and the Special Conditions for Facilities Managed Network Services).

“**Ancillary Network Hosting Service**” has the same meaning given to it in Schedule 6.

“**Application**” means the application form for the Services duly signed and submitted by the Customer to the Company in the form set out in Schedule 8.

“**BCP Policy**” refers to the procedures, rules, regulations, security practices and policies adopted by the Company as set up in Schedule 9.

“**BCP Services**” means the business continuity planning facilities and services provided by the Company to the Customer under this Agreement which are set out in the Schedules and/or the Application.

“**Building**” means each of the building where the JBY Site, IAC Site, MCX Site, TKO3 Site, LKT Site, VTA or the KCB Site is located.

“**Cancellation Charge**” means, in relation to clause 14.4 of the General Conditions, the aggregate of all the Monthly Charges for the terminated Services from the date of the termination to the end of the Commitment Period for such Services.

“**Charges**” means the charges (including the Set Up Charge, Monthly Charge and Reconfiguration Charge) payable by the Customer for the provision of the Services by the Company under this Agreement as particularized in the Application and/or the Schedules.

“**Dedicated Seat**” means a dedicated BCP Seat of which Customer shall have exclusive use of the seat.

“**Enterprise Cloud Service**” has the same meaning given to it in Schedule 5.

“**Company Equipment**” means the equipment to be installed by the Company reasonably necessary (as determined by the Company) to establish, operate and facilitate the provision of the Services by the Company to the Customer under this Agreement.

“**Confidential Information**” means the terms and existence of this Agreement, any trade secret, information, data, maps, facility system design, prices, technique, algorithm, computer program (source and object codes), design, drawing, formula or test data, relating to any research project, work in process, future development, engineering, manufacturing, marketing plans, servicing, financing or personnel matter relating to the Party, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form.

“**Control**” means direct or indirect control of at least fifty one percent (51%) of the voting rights of any legal entity. “**Controlling**” and “**Controlled**” shall be construed accordingly.

“**Customer**” means any person including any individual, Government Agency, organization, corporation or unincorporated body which has applied to the Company for the Services by way of the Application.

“**Customer Equipment**” means the networking equipment of the Customer and/or its customers.

“**Effective Date**” means the effective date of this Agreement as agreed by the Parties in the Application.

“**End Date**” means the expiration date of this Agreement as agreed by the Parties in the Application.

“**FiberNet Service**” has the same meaning given to it in Schedule 1.

“**Force Majeure Event**” means, with respect to a Party, an event outside of such Party’s reasonable control which substantially affects such Party’s ability to perform its obligations under this Agreement, including without limitation, any flood, fire, lightning, earthquake, storm, explosion, meteor, accident, embargo, blockade, riot, any kind of war, acts of terrorism (which has direct impact on the performance of the duties and obligations of a Party) or of the public enemy, mechanical or electrical breakdowns, power outage, or acts of God; provided that for the avoidance of doubt, the following shall not be considered a Force Majeure Event: (a) consummation of contracts with third parties or performance thereunder; or (b) any inability to pay amounts due.

“**General Conditions**” means the Company’s General Conditions of Service.

“**Guaranteed Seat**” means a non-dedicated BCP Seat the availability of which shall be guaranteed during each Invocation.

“**HKIAC**” means the Hong Kong International Arbitration Centre.

“**Hosting Area**” means the hosting areas situated at the Site and as specified in the Application in which the Company provides the Ancillary Network Hosting Service to the Customer under this Agreement or where such area can be subdivided, then each such subdivision shall be a “**Hosting Area**”.

“**Interest Rate**” means a rate of interest which is equal to two per cent (2%) above the prime lending rate of The Hongkong and Shanghai Banking Corporation Limited as current from time to time.

“IP and Data Network Service” means the FiberNet Service, Metro IP Service, IP Net Service and Metro Internet Service provided by the Company to the Customer under this Agreement.

“IP Net Service” has the same meaning given to it in Schedule 3.

“Metro Internet Service” has the same meaning given to it in Schedule 4.

“Metro IP Service” has the same meaning given to it in Schedule 2.

“Monthly Charge” means the monthly charges for the Services as specified in the Schedules and/or the Application.

“Professional Adviser” means a lawyer, accountant, auditor, financial adviser, banker, technical adviser (including, where necessary, a sub-contractor and relevant technical personnel or a supplier to either Party) and any other professional adviser retained to provide advice in relation to this Agreement.

“Reconfiguration Charge” means the reconfiguration charge for the Services as specified in the Schedules and/or the Application.

“Service Level” means the service level (if any) regarding the Service level applicable to the provision of the Services by the Company to the Customer and as set out in the Schedules.

“Services” means the facilities managed network service (including, the FiberNet Service, Metro IP Service, IP Net Service and Metro Internet Service as supported by Cloud Server and Storage Service and Ancillary Network Hosting Service) provided by the Company to the Customer under this Agreement which are set out in the Schedules and/or the Application.

“Set Up Charge” means the applicable set-up charge specified in the Schedules and/or the Application.

“Shared Seat” means in respect of those customers who will share the use of Guaranteed Seat where the Guarantee Seat is not in use by Guaranteed Seat customers and is allocated on a “first come, first served” basis.

“Site” means such parts of (a) the 1st floor, PCCW Telephone Exchange, 22 Wan Lung Road, Tseung Kwan O, N.T. (“**JB**Y”); or (b) the 2nd floor, Internet Applications Centre, 22 Chun Cheong Street, Tseung Kwan O Industrial Estate, N.T. (“**IAC**”); or (c) the 5th floor, PCCW Telephone Exchange, 3 Hennessy Road, Wai Chai, Hong Kong (“**LKT**”); or (d) the 4th floor, Grand Millennium Plaza, 181-183 Queen's Road Central, Sheung Wan, Hong Kong (“**VTA**”), (e) Cargo Consolidation Complex, 43 Container Port Road, Kwai Chung, N.T. (“**MCX**”), (f) 2 Chun Yat Street, Tseung Kwan O Industrial Estate, N.T. (“**TKO3**”) or (g) Tower 2, Ever Gain Plaza, 88 Container Port Road, Kwai Chung, N.T. (“**KCB**”) as the case may be.

“Unified Carrier Licence” means the Unified Carrier Licence (licence no. 025) granted by the Communications Authority to the Company or its equivalent replacement licence granted by the Government Agency in Hong Kong.

“\$” means Hong Kong dollars.

2. SCOPE AND PROVISIONING

- 2.1 Subject to the terms and conditions of this Agreement, the Company agrees to provide the Services to the Customer for the purpose of conducting the Customer's businesses under its Unified Carrier Licence. Terms relating specifically to the provision of each of the Services are set out in the Schedules.
- 2.2 The Customer shall use and pay for the Services in accordance with this Agreement.
- 2.3 Subject to the Service Levels set out in the respective Schedules, and provided that the Company shall promptly repair and rectify all defects as soon as reasonably practicable which impair the continuous provision of the Services, the Company does not guarantee continuous or fault free provision of the Services.
- 2.4 To request for the Services under this Agreement, the Customer shall sign and submit an Application to the Company. The Company shall confirm the accuracy of information set out in the Application. Upon the receipt of the Application by the Company, the Company shall provide the Services set out in the Application within thirty (30) days from the date of the receipt of the Application in accordance with this Agreement unless the provisioning cannot be completed by the Company after using reasonable commercial effort.

3. PLANNING

- 3.1 In consideration of the Customer's agreeing to pay the Charges in accordance with this Agreement, the Company agrees to use its best endeavours (but in any event, no less than a level of performance that would be undertaken for the Company's own provisioning for similar levels of capacity) to plan, order, install (including installation testing) and configure, commission and maintain (subject to the suspension or termination rights of the Company under this Agreement) in accordance with this Agreement.
- 3.2 To the extent the Customer is capable of doing so and that it is not prohibited by the Applicable Law, the Customer shall give the Company the assistance which the Company reasonably requires, including, without limitation, the provision of information (other than commercially sensitive or Confidential Information) for the specific purpose of the Company's provision of the Services and the Company Equipment under this Agreement.

4. HOSTING AREA AND ANCILLARY NETWORK HOSTING SERVICE

- 4.1 The Company shall, in consideration of the payment by the Customer of the Charges for the Ancillary Network Hosting Service to the Company in accordance this Agreement, provide the Ancillary Network Hosting Service to the Customer at the Hosting Area in accordance with this Agreement.
- 4.2 The Ancillary Network Hosting Service provided by the Company at the Hosting Area or the access by the Customer to the Hosting Area permissible under this Agreement in accordance with Schedule 7 does not create a lessor and lessee or licensor and licensee relation between the Parties. Nothing herein shall grant or be

deemed to grant any proprietary right in the Hosting Area, the Site or the Building to the Customer. The Customer shall not assign, license, underlet or part with the possession of the Hosting Area or any part thereof nor enter into, permit or suffer any arrangement whereby any persons obtain the use or possession of the Hosting Area or any part thereof.

5. INVOICING AND PAYMENT

- 5.1 Unless otherwise expressly provided for in any of the Schedules, the Company will issue and send invoices for the Services to the Customer on a monthly basis.
- 5.2 Subject to Clause 6, the Customer must pay any invoice issued by the Company under this Agreement by the Due Date which shall be thirty (30) days from the date of receipt of such invoice (“**Due Date**”), and all amounts payable by the Customer to the Company under this Agreement must be paid without set off or counter claim and free and clear of any withholding or deduction. If the Customer disputes in good faith any amount mentioned in the invoices issued by the Company in accordance with Clause 6, the Customer shall still be required to pay the undisputed amount of such invoices by the Due Date without delay.
- 5.3 If any undisputed portion of the amount payable in relation to any invoice issued by the Company pursuant to this Agreement is not received by the Due Date, the Customer shall pay interest to the Company in respect of the overdue amount calculated at the Interest Rate from the Due Date until the date of payment. Interest payable under this Clause accrues and is capitalised daily on all outstanding undisputed amounts from the Due Date until the date on which such outstanding amount is received in full by the Company. Interest on the outstanding undisputed sum will continue to accrue notwithstanding the expiration or termination of this Agreement.
- 5.4 The Customer shall be responsible for all taxes, duties, impost, levies and government charges in relation to or in connection with the use of the Services and Company Equipment supplied or made available by the Company to the Customer under this Agreement (other than any taxes and duties payable with respect to the Company’s profits or income in relation to the supply of the Services and Company Equipment under this Agreement).

6. DISPUTE RESOLUTION

- 6.1 If the Customer disputes in good faith an invoice prepared by the Company or the calculation of any amount owing under this Agreement, the Customer shall notify the Company on or before the Due Date, specifying:
- (a) the invoice in dispute;
 - (b) the amount in dispute;
 - (c) the reasons for disputing the invoice or calculation of the amount owing; and
 - (d) the supporting documents as appropriate.

- 6.2 Both Parties must use their best endeavours to promptly resolve any dispute notified under this Clause. If the Parties are unable to do so within sixty (60) days from receipt of the dispute notice issued by a Party, either Party is entitled to refer the dispute for final settlement by one (1) arbitrator in Hong Kong at the HKIAC in accordance with HKIAC's Domestic Arbitration Rules ("Rules") in force when the notice of arbitration is submitted in accordance with these Rules. The arbitrator shall be jointly appointed by the Parties, failing which the arbitrator shall be nominated by HKIAC. Such arbitrator shall be familiar with the telecommunications and/or information technology sector. The arbitration proceedings shall be conducted in English. Subject to Clause 6.5, each Party shall bear its own fees and costs of the arbitration.
- 6.3 Subject to the other provisions of this Agreement, the Parties shall continue to comply with their respective obligations under this Agreement during the pendency of the dispute, any dispute resolution process undertaken in accordance with this Clause 6 or any court proceedings.
- 6.4 Any amount found to be due or requiring refund following resolution of a dispute by the Parties in accordance with this Clause, together with interest on that amount at the Interest Rate, calculated from:
- (a) its Due Date, in the case of a disputed invoice that has not yet been paid; or
 - (b) the date of payment, in the case of a disputed overpayment,
- must be paid or refunded, as the case may be, within fourteen (14) days of the resolution.
- 6.5 If, following resolution of the dispute, the Party which raised the dispute has the amount payable varied in its favour by less than five percent (5%) or the amount payable is varied in favour of the other Party, that first Party must pay the costs and expenses of the dispute resolution, otherwise the Party against whom the dispute was raised must pay the costs and expenses of the dispute resolution, and those costs and expenses are to be the reasonable costs and expenses of the dispute resolution as determined by the person resolving the dispute.
- 6.6 Nothing in this Clause 6 shall preclude or limit the right of any Party to make at any time a court application for urgent interlocutory relief or exercise any rights available to it under this Agreement.

7. EFFECTIVE DATE AND TERM

Unless otherwise terminated earlier in accordance with this Agreement, this Agreement shall take effect on the Effective Date and shall continue in full force and effect until the End Date.

8. INDEMNITY AND LIMITATION OF LIABILITY

- 8.1 Nothing in this Agreement shall limit or exclude: (a) a Party's liability for death or personal injury resulting from the negligence of a Party, its employees, agents or contractors while acting in the course of their employment or engagement (as the

case may be); or (b) any other liabilities to the extent that they cannot be limited or excluded by law.

- 8.2 Notwithstanding any other provisions of this Agreement and to the extent permitted by law, a Party shall not be liable to the other Party for any indirect, special, consequential, collateral, incidental or punitive losses or damages including, without limitation, loss of business, revenue, profit, contracts, anticipated savings or goodwill, loss of use or value of any equipment including software, claims of third parties and all associated and incidental costs and expenses.
- 8.3 Subject to Clauses 8.1, 8.2 and 8.4 hereof, the liability of each Party by reason of or arising out of this Agreement and regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise) is limited to the aggregate of all the Charges paid and payable by the Customer to the Company under this Agreement.
- 8.4 The Parties agree that Clause 8.3 above does not apply to the Customer's liability to pay any Charges to the Company under this Agreement.
- 8.5 Except to the extent attributable to any breach of this Agreement by the Customer, or the negligence or wilful default of the Customer, its employees, agents or subcontractors, the Company shall, subject to Clauses 8.1, 8.2 and 8.3 hereof, indemnify and hold the Customer harmless from all claims, demands, actions, proceedings, liabilities, losses, damages, charges, costs and expenses arising from or relating to:
- (a) any damage to or loss of equipment, facility or other tangible property of the Customer or a third party permitted by the Company to be placed at the Hosting Area which are caused by the Company, its employees, agents or subcontractor; and
 - (b) the death or personal injury of any officer, employee, agent, representative or contractor of the Customer or of any other party if the death or personal injury is caused by the Company, its employees, agents or subcontractor.
- 8.6 Except to the extent attributable to any breach of this Agreement by the Company, or the negligence or wilful default of the Company, its employees, agents or subcontractors, the Customer shall, subject to Clauses 8.1, 8.2 and 8.3 hereof, indemnify the Company and hold the Company harmless from all claims, demands, actions, proceedings, liabilities, losses, damages, charges, costs and expenses arising from or relating to:
- (a) any damage to or loss of the Company Equipment or any other properties (whether owned by the Company or not) which are caused by the Customer, its employees, agents, subcontractors, Affiliates or its customers;
 - (b) the death or personal injury of any officer, employee, agent, representative or contractor of the Company or of any other party if such death or personal injury is caused by (i) the Customer, its employees, agents, subcontractors, Affiliates or its customers; or (ii) the Customer Equipment and any other equipment or facility of the Customer; and

- (c) any action or claim brought by a third party (whether alone or collectively with other third parties) against the Company which relates to all or any part of the Customer Equipment, Customer Services and/or the Customer's content, including, without limitation, any infringement of Intellectual Property Rights, defamation or misappropriation of trade secrets.

8.7 If any provisions of this Clause 8 are held to be invalid or unenforceable under any Applicable Law, they shall to that extent be deemed omitted. If, as a consequence of such deemed omission, any Party becomes liable for loss or damage which would otherwise have been excluded, such liability is also subject to the other limitations and provisions of this Agreement insofar as they continue to apply.

9. TERMINATION AND SUSPENSION

9.1 The Customer is entitled to suspend (in whole or in part) or terminate (in whole or in part) this Agreement with immediate effect by serving the Company written notice if:

- (a) the Company is in material breach of this Agreement (which shall (i) exclude a failure by the Company to provide any Service and/or the associated Company Equipment in accordance with the Service Level, but, (ii) subject to Clause 13, include where the Company is unwilling or unable to restore all the Services from serious outage) and that breach (in the case of a breach capable of being remedied) is not remedied within thirty (30) days after written notice of breach has been served by the Customer on the Company;
- (b) the Company shall have a receiver or an administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Company shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which the Company is incorporated;
- (c) the Company's Unified Carrier Licence: (i) expires without renewal; or (ii) is suspended (without a resumption date or reactivation); or (iii) is being cancelled, revoked or terminated (in each case, without renewal or replacement with an equivalent licence); or
- (d) the Force Majeure Event continues for a continuous period of ninety (90) days or more.

9.2 The Company is entitled to suspend (in whole or in part) or terminate (in whole or in part) this Agreement with immediate effect by serving the Customer written notice if:

- (a) the Customer is in material breach of this Agreement (which shall include, without limitation, a failure by the Customer to pay any undisputed amount due and payable to the Company under this Agreement) and (in the case of a breach capable of being remedied) that breach is not remedied within thirty

(30) days after the written notice of breach has been served by the Company on the Customer;

- (b) the Customer shall have a receiver or an administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Customer shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which the Customer is incorporated;
- (c) the Company no longer has the right to use the Site as a result of court order, decision or determination of any Government Agency in Hong Kong and the Company has given the Customer as much notice as is reasonably practicable in the circumstances; or
- (d) the Force Majeure Event continues for a continuous period of ninety (90) days or more.

9.3 If: (i) a notice is given by the Company to the Customer to suspend or terminate the Agreement under Clause 9.2; or (ii) a notice is given by the Customer to the Company to suspend or terminate the Agreement under Clause 9.1, the following shall apply:

- (a) unless otherwise agreed by the Parties, no new order for the Services will be accepted by the Company under this Agreement; and
- (b) unless otherwise agreed by the Parties, the Company is not obliged to complete or fulfil any outstanding order which has been accepted by the Company.

9.4 If this Agreement is terminated by the Company under Clause 9.2(c), the Company shall, subject to Clauses 9.4, 9.5 and 9.6, have no liability to the Customer as a result of such termination except that the Company shall, upon the written request of the Customer, use its reasonable endeavours to facilitate the relocation for the Customer. The Customer shall use its best endeavours to co-operate with the Company in this regards. Unless otherwise agreed in this Agreement, this Clause 9.4 set out the entire rights, duties, obligations and liabilities of the Parties in relation to the termination of this Agreement under Clause 9.2(c).

9.5 The suspension, expiration or termination of this Agreement shall not prejudice or affect any right or remedy which will have accrued or will thereafter accrue to either Party before the date of suspension, expiration or termination.

9.6 Upon expiration or early termination of this Agreement (whether in whole or in part), each Party remains liable to the other in respect of all amounts validly invoiced or to be invoiced in accordance with this Agreement and in respect of the Services provided prior to the date of expiration or termination. The Customer shall pay all outstanding Charges and invoices issued by the Company no later than thirty (30) days of the expiration or termination of this Agreement.

- 9.7 In the event that Customer fails to pay the Company all outstanding Charges under this Agreement within thirty (30) days after the expiry or termination, Customer agrees that the Company is entitled to immediately taking possession of Customer's Equipment, liquidating it, and retaining the proceeds to set off any overdue amounts owed to the Company by the Customer (including without limitation, the Cancellation Charge, where applicable).

10. CONFIDENTIAL INFORMATION

- 10.1 Subject to Clauses 10.2 to 10.4, each Party must use the other Party's Confidential Information only for the purposes of this Agreement and must keep confidential and not disclose to any person the other Party's Confidential Information.
- 10.2 Clause 10.1 does not apply to information that: (a) is in the public domain other than such information that has entered the public domain as a result of a breach of this Agreement or any other obligation of confidence; (b) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (d) is approved for release by the prior written authorization of the disclosing Party.
- 10.3 A Party may disclose the Confidential Information of the other Party if that disclosure is to the employees or Professional Advisers of that Party or its Affiliates who have a need to know that information and who have agreed to keep it confidential.
- 10.4 A Party may disclose Confidential Information of the other Party if it is required to do so by law or pursuant to the order of any competent court or Government Agency or in order to comply with any rule or regulation of any internationally recognised securities exchange applicable to it provided that such Party (a) gives the other Party the maximum reasonably practicable notice of the disclosure; and (b) consults with the other Party in relation to the content of the disclosure if reasonably practicable.

11. NOTICES

- 11.1 A notice, consent, request or any other communication ("**Communication**") under this Agreement must be in writing and must be left at the address of the addressee, or sent by prepaid post to the address of the addressee or sent by facsimile to the facsimile number of the addressee as stated in the Application.
- 11.2 A written Communication is deemed to be received if:
- (a) by hand delivery, when it is delivered;
 - (b) given or made by a letter, three (3) days after posting from a place within Hong Kong if properly addressed and postage prepaid; and
 - (c) given or made by a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

- 11.3 A Party may request that Communication for operational issues be sent to another addressee other than the one named above by notifying the other Party of the same in a notice issued in the manner stated in Clause 11.1. Any Communication received by a Party outside of normal working hours (being 9:00 a.m. to 5:00 p.m. on any Business Day) will be regarded as received on the immediately following Business Day.

12. INSURANCE

- 12.1 The Customer shall keep in full force and effect during the term of this Agreement and until the removal of the Customer Equipment from the Site (whichever is the later):

- (a) property damage all risk insurance including breakdown perils, and business interruption insurance covering the Customer Equipment under this Agreement; and
- (b) comprehensive general liability insurance covering the Customer Equipment, the contractual liability of the Customer under or arising out of this Agreement and the liability of the Customer under tort (including, without limitation, negligence) or under any statute or otherwise, (including, without limitation, 'customer to customer' liability), all in a form and insurers of acceptable credit rating from independent credit agencies and with a minimum limit of ten million Hong Kong Dollars (HK\$ 10,000,000) per occurrence.

- 12.2 All insurance policies required to be maintained by the Customer under this Agreement shall name the Company and/or its specified Affiliates as additional insureds. All such insurance policies should include an "absolute waiver or subrogation" clause against the Company and/or its specified Affiliate.

- 12.3 On request of the Company, the Customer shall provide the Company with a certificate of insurance which evidences the insurance policies required to be maintained by the Customer under this Agreement.

13. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, a Party will not be liable for any failure to fulfil an obligation under this Agreement (other than an obligation to pay any Charges) if such a fulfilment is delayed, prevented, restricted or interfered with for any reason as a result of a Force Majeure Event provided that:

- (a) such Party has promptly notified the other Party of the Force Majeure Event setting out the details of the Force Majeure Event and an estimate of the extent and duration of its inability to perform; and
- (b) such Party has used its reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under this Agreement in any other way reasonably practicable.

14. COSTS

Each Party shall bear its own costs and expenses in respect of preparation, negotiation and execution of this Agreement.

15. RELATIONSHIP OF THE PARTIES

15.1 Nothing in this Agreement is to be construed as creating a partnership, association, trust or joint venture between the Company and the Customer. Neither Party nor any of its employee, agent, representative or contractor is deemed an employee, agent or contractor or representative of the other Party.

15.2 Neither Party has the authority to bind or incur any liability on behalf of the other Party and no such authority is to be implied.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one (1) instrument.

17. REVIEW

If any provision of this Agreement is in breach of any Applicable Law, the Parties may negotiate in good faith such amendments to this Agreement to ensure consistency between this Agreement and the Applicable Law.

18. OTHER TERMS AND CONDITIONS

18.1 The Customer acknowledges that the Services provided by the Company under this Agreement are facilities managed network services and not data center services. In making any statement or announcement in relation to the Services, the Customer shall not:

- (a) make any representation that the Services is a data center service or describe the Services as data centre services; and
- (b) make any representation that the Customer is authorised to act for or on behalf of the Company.

18.2 The Customer is entitled to resell the Services (whether or not bundled with the Customer's other telecommunications services or not) in Hong Kong as the Customer's facilities managed network services provided that:

- (a) (i) the Services resold by the Customer shall be described as the Customer's facilities managed network services; or (ii) the Services may be resold under such other brand name of the Customer which does not indicate that the Services provided by the Customer at the Site is a data center service;

- (b) the Services shall be resold by the Customer in their entirety and in particular, the Ancillary Network Hosting Service (including the provisioning of the racks) shall not be resold by the Customer as a stand alone service;
 - (c) the terms and conditions of resale by the Customer to its customers and all service literature and advertising materials relating to the Services resold shall be pre-approved by the Company;
 - (d) the terms and conditions of the contract of resale by the Customer to its customers shall mirror the provisions of this Agreement (where applicable); and
 - (e) the Customer shall not represent, describe or otherwise implicate that the Services (in whole or in part) is a data centre service whatsoever.
- 18.3 Time shall be of the essence for each Party to perform its duties and obligations under this Agreement.
- 18.4 Subject to the terms and conditions in this Agreement, the Customer acknowledges that the Company retains all right, title and interest to and in the Services and the Company Equipment provided by the Company under this Agreement.
- 18.5 Each Party shall not under this Agreement or as a result of the provision or use of the Services:
- (a) assign or transfer any of its Intellectual Property Right to the other Party; or
 - (b) grant any licence to the other Party in respect of any of its Intellectual Property Right.
- 18.6 The amendment or variation of this Agreement must be in writing and signed by the authorized representative of the Parties.

SCHEDULE 1
FIBERNET SERVICE

1.1 FiberNet Service includes a range of services (as set out below) that cover mid-band to ultra wideband networking requirements:

- FiberNet 10Gbps Ethernet;
- FiberNet Gigabit Ethernet (1Gbps);
- FiberNet Fast Ethernet (100Mbps); and
- Ethernet Private Line (10Mbps – 100Mbps).

1.2 The Set Up Charge, Monthly Charge and Reconfiguration Charge are set out in accordance with the Company’s standard tariff or as mutually agreed.

1.3 Service Level

The Service Level for the FiberNet Service provided under this Schedule shall comply with the following Service Level requirements.

Items	Service Level	Remark
Latency (ms)	< 5	(ITU-T G.114, <100ms)
Jitter (ms)	< 0.5	(ITU-T Y.1541, <50ms)
Packet Loss	< 0.05%	(ITU-T Y.1541, <0.1%)
Availability	100%	for dual port
Network Switchover Time	50ms	(ITU-T G.841)

Items	Definition	Service Level
Service Provision Lead Time	The time taken from installation order received to installation completed and accepted by the Customer.	6 weeks upon order confirmation, (which does not include building management office approval, permit application and the availability of the Customer’s internal facilities) and is subject to the technical feasibility of the installation locations.
Fault resolution time (Maximum time to repair)	Time elapsed between the Customer making the fault report and the time when the Service is fully restored and accepted by the Customer.	Target maximum restoration time is 5 hours
Service Availability	= $\frac{\text{available hours}}{\text{total planned available hours}} \times 100\%$	99.98% per annum

SCHEDULE 2
METRO IP SERVICE

1.1 Metro-IP Service is a metropolitan area network service providing enterprise IP connectivity with high network performance and security. The service interconnects small and/or remote offices, in star or fully-mesh network configurations.

Metro-IP Service has 3 service tiers for meeting different customer’s application needs:

Service Tier	<u>Diamond</u>	<u>Gold</u>	<u>Silver</u>
Network Design	Next Generation Shared	Metro IP Shared	Metro IP Shared
Resilience	Dual Ports	Dual Ports	Single port
QOS	Yes	No	No
Guaranteed Bandwidth	Guaranteed	Guaranteed	Guaranteed
Bandwidth Range	10Mbps – 10G	10Mbps – 10G	10Mbps – 10G

1.2 The Set Up Charge, Monthly Charge and Reconfiguration Charge are set out in accordance with the Company’s standard tariff or as mutually agreed.

1.3 Service Level

	Diamond Metro IP	Gold Metro IP	Silver Metro IP
Availability	100%	99.98%	99.98%
Latency	< 10 ms	Copper port < 50ms Fiber port < 25ms	Copper port < 50ms Fiber port < 25ms
Packet loss	< 0.1%	Primary port < 0.5%	< 0.5%
Jitter	< 10 ms	N/A	N/A
Switchover Time	50 ms	50 ms for host sites	N/A

SCHEDULE 3
IP NET SERVICE

1.1 IP Net Service is a private IP network service for simple host-branch networking in star-configuration requiring guarantee network bandwidth.

1.2 The Set Up Charge, Monthly Charge and Reconfiguration Charge are set out in accordance with the Company's standard tariff or as mutually agreed.

1.3 Service Level

Items	Service Level
QoS	Latency : <25ms
Availability	99.9%
MTTR	5 - 8 hours

SCHEDULE 4
METRO INTERNET SERVICE

1.1 Metro Internet Service is a high bandwidth business Internet access service with bandwidth ranges from 2Mbps to 10Gbps so as to meet the Customer's web applications and content hosting requirements.

1.2 The Set Up Charge and Monthly Charge are set out in accordance with the Company's standard tariff or as mutually agreed.

1.3 Service Level for Guaranteed Bandwidth Service

Items	Service Level
QoS	Latency : <10ms
Service Availability	99.98%
MTTR	4 hours

SCHEDULE 5
ENTERPRISE CLOUD SERVICE

1.1 HKT Enterprise Cloud is an carrier-grade Enterprise Cloud Public Cloud infrastructure service that addresses enterprises' need for dynamic and scalable computing resources, allowing them to reduce overall costs, while focusing on core business projects and addressing variable IT capacity needs.

Packages	Remarks / Package Capacity
<p><u>HKT Enterprise Cloud Starter Package</u></p> <ul style="list-style-type: none"> - 1 x vCPU + 2GB vRAM - 200GB Storage (Standard Disk) - Shared Internet (100Mbps) /w 1 x Public IP Address (IPv4) & vLAN - 10 x Firewall Policies - 1 x Private vLAN 	<ul style="list-style-type: none"> max 200 vcpu per package max 1tb vram max 50 Firewall Policies max 20 Server Load Balancing Policies max 20 Global Load Balancing Policies max 50 Private vLAN
<p><u>HKT Enterprise Cloud Advanced Package</u></p> <ul style="list-style-type: none"> - 1 x vCPU + 2GB vRAM - 200GB Storage (Premium Disk) - Shared Internet (100Mbps) /w 1 x Public IP Address (IPv4) & vLAN - 20 x Firewall Policies - 1 x Server Load Balancing Policies - 1 x Private vLAN 	<ul style="list-style-type: none"> max 200 vcpu per package max 1tb vram max 50 Firewall Policies max 20 Server Load Balancing Policies max 20 Global Load Balancing Policies max 50 Private vLAN
<p><u>HKT Enterprise Cloud Business Critical Package</u></p> <ul style="list-style-type: none"> - 5 x vCPU + 10GB vRAM - 200GB Storage (Premium Disk) - Dedicated Internet (100Mbps) /w 11 x Public IP Addresses (IPv4) & vLAN - 1 x Virtual Firewall Instance - 2 x Server Load Balancing Policies - 3 x Private vLAN 	<ul style="list-style-type: none"> max 200 vcpu per package max 1tb vram max 50 Firewall Policies max 20 Server Load Balancing Policies max 20 Global Load Balancing Policies max 50 Private vLAN

SCHEDULE 6
ANCILLARY NETWORK HOSTING SERVICE

Ancillary Network Hosting Service is the Service whereby the Company will host the Customer Equipment on the Company’s racks in the Hosting Area for connection to the Company’s IP and Data Network Service and Cloud Server and Storage Service. Such arrangement is essential for ensuring that the IP and Data Network Service provided by the Company has high transmission speed, low latency and high availability.

1.1 The Set Up Charge and Monthly Charge are set out in accordance with the Company’s standard tariff or as mutually agreed.

1.2 Standard Ancillary Network Hosting Service

Features	JB Y	IAC
Location	1/F, PCCW Exchange Building, 22 Wan Lung Road, Po Lam, Tseung Kwan O, NT, Hong Kong.	2/F, Internet Applications Centre, 22 Chun Cheong Street, Tseung Kwan O, N.T.
No. of racks	~ 290	~ 1,200
Loading Dock	Available	Available
Passenger Lift	Available	Available
Cargo Lift	Load Capacity: 4,500Kg	Load Capacity: 2,000Kg
Floor Height	5.4m (Slab to Slab)	4.3m (Slab to Slab)
Floor Loading Capacity	10 kPa	7.5kPa
Raised Floor Tiles	600mm x 600mm	600mm x 600mm
Clear Raised Floor Height	600mm	450mm
Cabinet	High quality cabinet (600mm (W) x 1000mm (D) x 42U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks	High quality cabinet (600mm (W) x 1000mm (D) x 42U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks
Power	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)
Air-conditioning	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%
Fire Suppression System	FM200 total flooding fire extinguishing system	Novec 1230 total flooding fire extinguishing system
Water Leakage Detection System	Yes	Yes
Access Control System	Trap Door + IC Card + Face Recognition	Trap Door + IC Card + Face Recognition
Surveillance	Digital CCTV recording at entry and exit points	Digital CCTV recording at entry and exit points

Building Management	24x7 monitoring via NOC & PCCW facilities management center	24x7 monitoring via NOC & PCCW facilities management center
Support Service	24x7 basic remote hands and eyes support	24x7 basic remote hands and eyes support
Number of Cable Risers	Dual risers with space diversity	Dual risers with space diversity

Features	LKT	VTA
Location	5/F, PCCW Exchange Building, 3 Hennessy Road, Wan Chai, Hong Kong.	4/F, Grand Millennium Plaza, 181-183 Queen's Road Central, Sheung Wan, Hong Kong.
No. of racks	~ 200	~ 100
Loading Dock	N/A	N/A
Passenger Lift	Available	Available
Cargo Lift	Load Capacity: 2,500Kg	Load Capacity: 2,500Kg
Floor Height	5.2m (Slab to Slab)	4.9m (Slab to Slab)
Floor Loading Capacity	9kPa	7 kPa
Raised Floor Tiles	600mm x 600mm	600mm x 600mm
Clear Raised Floor Height	600mm	300mm
Cabinet	High quality cabinet (600mm (W) x 1000mm (D) x 42U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks	High quality cabinet (600mm (W) x 1000mm (D) x 42U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks
Power	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)
Air-conditioning	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%
Fire Suppression System	Pre-action dry pipe sprinkler fire extinguishing system	FM200 total flooding fire extinguishing system
Water Leakage Detection System	Yes	Yes
Access Control System	Trap Door + IC Card + Face Recognition	Trap Door + IC Card + Face Recognition
Surveillance	Digital CCTV recording at entry and exit points	Digital CCTV recording at entry and exit points
Building Management	24x7 monitoring via NOC & PCCW facilities management center	24x7 monitoring via NOC & PCCW facilities management center
Support Service	24x7 basic remote hands and eyes support	24x7 basic remote hands and eyes support
Number of Cable Risers	Dual risers with space diversity	Dual risers with space diversity

Features	MCX	TKO3
Location	Cargo Consolidation Complex, 43 Container Port Road, Kwai Chung, N.T.	G/F, 1/F, 2 Chun Yat Street, Tseung Kwan O Industrial Estate, N.T.
No. of racks	~ 550	~ 1,100
Loading Dock	Available	Available
Passenger Lift	Available	Available
Cargo Lift	Load Capacity: 3,000Kg	Load Capacity: 3,000Kg
Floor Height	4.8m (Slab to Slab)	G/F 4.8m; 1/F 3.4m (Slab to Slab)
Floor Loading Capacity	14 kPa	G/F 15 kPa; 1/F 7.5 kPa
Raised Floor Tiles	600mm x 600mm	600mm x 600mm
Clear Raised Floor Height	600mm	G/F 600mm; 1/F 450mm
Cabinet	High quality cabinet (600mm (W) x 1000mm (D) x 45U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks	High quality cabinet (600mm (W) x 1100mm (D) x 42U(H)) with key lock Plain steel, fully vented for front cooling 3 standard fixed shelf (load 50kg) for each rack CCTV located at corridor along server racks
Power	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)	220V, 2x12 UK13A sockets, standard 2kVA power provision inclusive (with generator and N+1 UPS backup)
Air-conditioning	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%	CRAC System N+1 design Temp: 22C ± 2C Humidity: 55% ± 10%
Fire Suppression System	FM200 total flooding fire extinguishing system	FM200 total flooding fire extinguishing system
Water Leakage Detection System	Yes	Yes
Access Control System	Trap Door + IC Card + Vein Recognition	Trap Door + IC Card + Face Recognition
Surveillance	Digital CCTV recording at entry and exit points	Digital CCTV recording at entry and exit points
Building Management	24x7 monitoring via NOC & PCCW facilities management center	24x7 monitoring via NOC & PCCW facilities management center
Support Service	24x7 basic remote hands and eyes support	24x7 basic remote hands and eyes support
Number of Cable Risers	Dual risers with space diversity	Dual risers with space diversity

1.3 Optional Ancillary Network Hosting Service and their relevant Charges

Cross Connect Cabling Charges (All cabling works outside customer racks to be performed by PCCW at a charge according to the center standards and policy)	Set-up Charge	Monthly Charge
Meet-Me Room to Customer Rack (for connection to service providers other than PCCW) - 1 x 4-pairs Cat 5e UTP with RJ45 connector - 2-core Single-mode / Multi-mode Fiber (with LC connector)	HK\$ 5,000 HK\$ 5,000	HK\$ 800 HK\$ 800
Customer Rack to Customer Rack - 1 x 4-pairs Cat 5e UTP with RJ45 connector - 2-core Single-mode / Multi-mode Fiber (with LC connector)	HK\$ 1,200 HK\$ 1,200	HK\$ 150 HK\$ 150
Additional UPS Power # For higher power consumption requirement beyond the bundled 2kVA, customer can subscribe to additional UPS power capacity at a charge of HK\$ 1,910/month per 1kVA step for JBY, IAC, MCX, TKO3 and KCB; HK\$ 2,420/month per 1kVA step for LKT and VTA.	N/A	JBY: HK\$ 1,910/kVA IAC: HK\$ 1, 910/kVA MCX: HK\$ 1,910/kVA TKO3: HK\$ 1,910/kVA KCB: HK\$ 1,910/kVA LKT: HK\$ 2,420/kVA VTA: HK\$ 2,420/kVA

The Monthly Charges for the Ancillary Network Hosting Service shall be adjusted from time to time in accordance with the electricity tariff increase announced by the relevant electricity power companies supplying electricity to the relevant Site.

1.4 Service Level

Function	Scheduled Hours	Service Level
Power Supply System Availability	24 hours a day, 7 days a week	99.982%
Temperature Guarantee – Temperature controlled at 22 ⁰ C ± 2 ⁰ C within the Site measured between 3 and 5 feet from the floor and no closer than 12 inches from the air intake side of the equipment rack.	24 hours a day, 7 days a week	99.9%
Humidity Guarantee – Humidity controlled at 55% ± 10% within the Site measured between 3 and 5 feet from the floor and no closer than 12 inches from the air intake side of the equipment rack.	24 hours a day, 7 days a week	99.9%

SCHEDULE 7
ACCESS POLICY

D) Access to the Site

The Site is a secure facility and any unauthorized personnel are prohibited to enter the Buildings. The Customer and its representatives (“**Customer’s Representative**”) can enter and access the designated Site zone for equipment placement and other services subscribed with the submission of duly executed customer authorized access form (“**Customer Authorized Access Form**”). The Customer’s Representatives are restricted to access other zones within the Buildings except with the prior written permission of the Company (with or without additional conditions in the Company’s discretion). All access to the Site must be accompanied by the Company’s Representative at all times. For the purposes of this Schedule, “**Customer Rack(s)**” mean(s) the rack(s) allocated to the Customer by the Company in the Hosting Area for the equipment placement.

It is the Customer’s responsibility to ensure that all changes of the authorized Customer’s Representatives are notified to the Company in a timely manner with the submission of an updated Customer Authorized Access Form.

The Customer must ensure that the Customer’s Representatives and any other accompanying persons (including the Customer’s Affiliates and the customers of the Customers) who are permitted by the Company to have access to the Hosting Area comply with this Schedule. The Customer is fully responsible for all acts, omissions or negligence of the Customer’s Representatives and such other persons. The acts, omissions or negligence of the Customer’s Representatives and any other accompanying persons shall be regarded as the acts, omission and negligence of the Customer for all purposes.

The Company may from time to time amend this Schedule provided that:

- (a) the amendment is reasonably necessary to:
 - (i) preserve the normal functioning, security or operation of the Site; or
 - (ii) comply with the Applicable Laws, the terms of any Government approval and any other requirements of the government relating to the use of the Site; and
 - (iii) comply with the requirements under the land grant documents for the Buildings;
- (b) the Company has given the Customer fourteen (14) days’ prior written notice of the change and has consulted the Customer in good faith with respect to that change and has complied with the procedures for amendment set out in this Schedule; and
- (c) the Company uses its best endeavours to minimize interruption to access by the Customer to the Hosting Area for the purposes of this Agreement.

The Customer must comply with the requirements of all Government Agencies and insurers in relation to fire prevention, partitions, fixtures or fittings at the Site, and the Customer shall pay the Company the cost and expense of any alterations to the sprinkler, security system, fire alarm and tire prevention installations which become necessary because of the Customer’s non-compliance with these requirements.

II) Use of Facilities

A) Conduct at the Site

1. The Customer and the Customer's Representatives shall adhere to and abide by all security and safety measures established by the Company. The Customer and the Customer's Representatives shall not be involved in any of the following activities:
 - (a) misuse or abuse any of the Company's property or equipment or third party equipment;
 - (b) make any unauthorized use of or interfere with any property or equipment of any third party;
 - (c) harass any individual, including the Company's personnel and representatives of other customers;
 - (d) engage in any activity that is in violation of the laws or aids or assists any criminal activity while in the Site or in connection with the Site;
 - (e) carry out any activities that will infringe the privacy of the Company's personnel and any other customers of the Company;
 - (f) use of any photographic, video, film or such other device that produces, reproduces, retains or transmits images of the Site and/or the Hosting Area; and
 - (g) wander around inside the Buildings or the Site without accompanying by the Company's representative.

2. The Customer and the Customer's Representatives are required to observe the Access Policy while accessing Internet within the Site.

B) Prohibited Items

1. The Customer and its Representatives shall keep each Hosting Area clean, free and clear of debris and refuse at all times.

2. The Customer shall not, except as otherwise agreed to in writing by the Company:
 - (a) place any computer hardware or other equipment at the Site that has not been identified in writing to the Company;
 - (b) store any paper products or other combustible materials at the Site (other than equipment manuals); and
 - (c) bring any prohibited materials (as set out below) into the Buildings and/or the Site, including, but not limited to, the following and any similar items:
 - food and drink;
 - tobacco products;
 - explosives and weapons;
 - hazardous materials;
 - alcohol, illegal drugs and other intoxicants;
 - electromagnetic devices which could unreasonably interfere with computer and telecommunications equipment;
 - radioactive materials; and
 - photographic or recording equipment of any kind (other than tape back-up equipment)

3. The Company shall not be responsible for any kind of property loss within the Buildings and the Customer is advised not to bring any valuable belongings into the Buildings and/or the Site.

C) Electricity Supply

1. Each of the standard rack and/or cabinet is provisioned with dual electricity feeds according to the predefined power capacity. The maximum number of power sockets allowed in a standard rack or cabinet is specified in the Application. Upon the

Customer's request, the Company may, at its discretion, provide racks and cabinets with higher electricity power rating configurations, or with more electricity power feeds and power sockets, subject to additional charges quoted. The Customer shall only use those power sockets assigned by the Company. The Customer shall not install its own bar, or power more electrical devices than the number of sockets as agreed by the Company.

2. The power configuration of each rack in the Hosting Area shall be pre-approved by the Company in writing and the Customer shall comply with the Applicable Law, the applicable codes of practice and directives issued by the relevant Government Agency (if applicable). It is the Customer's sole responsibility to ensure that:
 - (a) it has ordered sufficient number of power sockets for connection to each device or equipment in the Hosting Area; and
 - (b) the electricity power agreed to be provided by the Company is sufficient to support the devices and equipment hosted in the Hosting Area for regular use.
3. The Company is entitled to independently inspect the power configuration of any of the Customer's racks in the Hosting Area at any time.
4. The Company is entitled to require the Customer to (a) alter the electricity power configuration of the Customer Equipment or to disconnect electricity power supply to the Customer Equipment; or (b) disconnect the electricity supply from any device or equipment hosted in the Hosting Area immediately if:
 - (i) the Customer Equipment is not installed in accordance with standard industrial practice and is consuming or has consumed excessive electricity in the Hosting Area; or
 - (ii) the continuous operation of the Customer Equipment in the Hosting Area may (X) pose a threat (including any risk of fire or other hazard) to the Hosting Area; (Y) unreasonably interfere with the operations of the Company's business of providing facilities managed network service at the Site.

D) Equipment and Connections

The Customer shall use its best endeavours to facilitate the Company's duty officer to provide the Company operations support at the Hosting Area. Each Customer Equipment must be clearly labeled with either Customer's name or code name (provided in writing to the Company) and individual component identification. Each connection to and from the Customer Equipment shall be clearly labeled with the Customer's name (or code name provided in writing to the Company) and the starting and ending point of the connection. The Customer Equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements.

The Customer shall provide the Company with prior written notice any time it intends to connect or disconnect any Customer Equipment or other equipment.

The Customer must not:

- (a) install any equipment or place any equipment in the Hosting Area which, in the reasonable opinion of the Company, is or is likely to (X) overload the structure of any

- part of the Site; (Y) damage the equipment or facilities therein; or (Z) interfere the normal functioning or operation of any system or facilities servicing the Site;
- (b) install or alter any item, fixture, partition or fitting in the Site (other than the Customer Equipment);
 - (c) install, alter, add to or remove any security locks, bolts or fittings in the Site other than an authorised security lock that secures any cage around the Hosting Area;
 - (d) install any equipment in any place other than the Hosting Area in accordance with the agreed planning information; and
 - (e) extend or modify any electrical wiring in the Building without the Company's prior written consent. For the purposes of granting such consent, the Company is entitled to require that such extension or modification be provided by the Company at the Customer's cost and expense.

E) Cabling

Without the prior written consent of the Company, the Customer shall not extend any cable or place any device or equipment of whatever nature outside of an equipment rack or between equipment racks located in the Hosting Area.

For the approval for cabling between two (2) or more equipment racks which the Company regards (in its absolute discretion) as immediately adjacent, such cabling shall be undertaken by the Company or its subcontractors at the cost and expense of the Customer. For other approval under this paragraph II)E), such cabling shall be undertaken by the Company or its subcontractors at the Customer's cost (as agreed between the Parties prior to installation of the relevant cabling).

F) Customer Equipment Removal Upon Termination

The Customer shall disconnect and remove all Customer Equipment from the Site within seven (7) days after the date of expiration or termination of this Agreement for any reason.

The Company may elect to dispose of the Customer Equipment at Customer's risk and expense, and reserves the right to charge the Customer for any costs of such disposal and for any damages caused as a result of such disposal including, without limitation, damages that may be caused to the Company Equipment.

III) Maintenance Service

1. The Company will conduct routine scheduled maintenance of the Hosting Area in accordance with the Company's maintenance service schedule. If a mission critical maintenance situation arises, the Company may be required to perform emergency maintenance.
2. During the scheduled and emergency maintenance periods, the Customer (a) acknowledges that the Customer Equipment may be unable to transmit and receive data and the Customer may be unable to access the Customer Equipment; (b) shall waive all claims it may have arising out of or relating to the events mentioned in paragraph III)2. (a); and (c) agrees to co-operate with the Company and provide all reasonable assistance to the Company during the scheduled and emergency maintenance periods.

SCHEDULE 8
APPLICATION FORM

SCHEDULE 9
BUSINESS CONTINUITY PLANNING (BCP) POLICY

I) Access to the Site

I) Access to Business Continuity Planning (BCP) office

a) Subject to the terms herein and upon the Customer's request at least four (4) hours' notice to the Company for Invocation, Company shall grant Customer representatives' access to the BCP where BCP seat(s) is/are assigned. Shared Seat(s) Customer may be required surrendering their positions when Guaranteed Seat(s) Customer invoke BCP.

c) Any access to BCP shall be counted in a minimum unit of one day and any access less than twenty-four (24) hours will be counted by the Company as access of a whole day. The end of day is counted at 24:00.

d) No Customer may attempt to gain fraudulent access to BCP.

e) Customer shall not give keys/access to BCP to third party without the prior written approval of Company.

f) In the event of an emergency situation at any BCP or drill, each Customer/Customer's representative will be required to follow instructions given by the on-site manager of the Company, or the designee.

g) The Company may deny access to BCP of a Customer/Customer's representative who does not have a business purpose at BCP where access is requested.

h) Customer acknowledges that Services that are categorized as Shared Seat, Guaranteed Seat and Dedicated Seat which are available for the Customer's option of Services (as defined in the Application).

i) Customer, who has subscribed for Shared Seat and/or Guaranteed Seat, fully understands and agrees that they can only use Services shared with other BCP customers. Only Dedicated Seat Customer can enjoy exclusive use of dedicated BCP Seat.

j) Customer, who has subscribed for Shared Seat, acknowledges and understands that their rights to use BCP Seat(s) shall be subject to availability of BCP Seat(s) at the time when requested. Shared Seat Customer may be asked to release the allocated seat within two (2) hours after a Guaranteed Seat Customer has requested Invocation and requires to use the allocated seat. Guaranteed Seat or Dedicated Seat Customer shall have a guaranteed right to use an assigned BCP Seat.

II) Usage

a) The Customer will be entitled to use the Service in the event of any unplanned circumstances which are likely to cause Customer's business and computer operations or part thereof to be inoperable for more than 24 hours. Such circumstances include:

- Declaration of a national emergency

- Occurrence of a natural or man-made disaster
- Civil unrest or act of terrorism
- Imposition of martial law or declaration of war
- Occurrence of hardware and/or software failure
- Suspension of power supply
- Occurrence of an epidemic in Customer's building

b) The Customer has the right to conduct one (1) scheduled drill exercise last up to two (2) working days per contract year, the date and details of the scheduled drill shall be mutually agreed with the Company two weeks in advance. Drill could only be performed during business hours, Monday to Friday from 09:00 to 18:00 local time excluding public holiday.

c) The Customer, who has subscribed for Shared Seat(s) and/or Guaranteed Seat(s) are entitled to invoke BCP service and use the BCP seats up to 5 working days per contract year. Customer who has subscribed for Dedicated Seat(s) are entitled to invoke BCP service and use the BCP seats up to 10 working days per contract year. Additional usage will be charged at HK\$500 per seat per day. The minimum daily charge will be HK\$2,500.

III) Customer Obligations

a) The Customer shall:

- i) at all times fully cooperate and comply with the current BCP Policy which may be updated from time to time, and other directions or requests of the Company from time to time;
- ii) obtain all software licenses for the software installed in the Customer Equipment to be used by Customer in the BCP;
- iii) ensure that (a) all of Customer Equipment will be installed, operated, maintained and repaired in compliance with all applicable manufacturers' recommendations, safety codes and all applicable laws from time to time;
- iv) keep proper care to the BCP Facilities and Common Facilities during the course of Services and maintain the BCP facilities and common facilities in good repair and condition (fair wear and tear are excepted);
- v) designate one or more representatives whom the Company may contact at any time in the event of an emergency, scheduled maintenance, and notifications or otherwise as needed by the Company; and
- vi) agree to pay the usage charges consumed during the Invocation or drill.

b) The Customer shall not:

- i) in relation to the BCP, do anything the effect of which would be likely to damage, interrupt, interfere with, or impair service over any of the Company facilities comprising the BCP;
- ii) place Customer Equipment or otherwise obstruct the passage leading to or inside the BCP; nor
- iii) install any surveillance cameras or similar devices in the BCP (except for dedicated BCP room).