

**PECIFIC TERMS AND CONDITIONS OF SALE  
FOR IP TRANSIT AND DIA SERVICE**

**1. Contract with SELLER**

- 1) Together with the Master Services Agreement (the "Agreement"), these Specific Terms and Conditions of Sale for IP Transit and DIA and any additional attachments, if any, which will be deemed an integral part hereof for all purposes, when attached to or referenced in an Order Form (as defined in the Agreement) properly filled out and duly executed by BUYER and SELLER, will constitute an agreement entered between BUYER and SELLER for the provision of SELLER's IP Transit and DIA Service (for purposes of this Annexure, the "IP Transit and DIA Service" or the "Service").

**2. Service Overview**

- 1) The IP Transit and DIA Service provides BUYER IP connectivity to Internet terminated at Circuit Location Addresses, as specified in the Order Form.
- 2) The IP Transit has 2 route types, including CM on Net and Global Transit. CM on Net offers SELLER On-Net routes from mainland China, and routes from peers; meanwhile, Global Transit offers 95% of subscribed bandwidth for full global routes and up to 5% for CM on Net route. The option can be specified in the Order Form.
- 3) The DIA has 2 routes types, including standard and premium. Standard DIA offers SELLER global routes; meanwhile, premium DIA offers SELLER global routes, and prime routes to Mainland China.
- 4) Ensuring the use of the service, SELLER reserves the right to block, discard traffic or alter the routing of the traffic to any IP address suspected of being subject to service attack.

**3. Service From Third Party**

- 1) Where Service is terminated Off-Net, BUYER will provide SELLER with circuit facility assignment, firm order commitment and the design layout records necessary for SELLER to make cross-connections to the Off-Net carrier.

**4. Definitions**

- 1) "CMCC" means China Mobile Communications Group Co., Ltd., a company incorporated in China and having its registered address at 28 Jinrong Avenue, Xicheng District, Beijing, 100032.
- 2) "CM on Net" route means direct CMI On-Net internet route within CMI network and routes of CMCC network in China, It does not include internet routes of China Telecom ,China Unicom (excluding AS4134, AS4809, AS4837and AS9929) . It may or may not include routes of other independent ISP ,ICP or peering company of CMCC in China.
- 3) "DIA" means Dedicated Internet Access with options of Standard and Premium routes.
- 4) Global Transit" offers both global and CM on NET routes for the customers. Should the actual usage of CM on Net exceeds 5% of subscribed bandwidth, SELLER reserves rights to drop the traffic or charge exceeded traffic usage based of the list price of CM on NET in the installed country.
- 5) "ICMP" means Internet Control Message Protocol.
- 6) "Initial Term" means the term specified in the Order Form.
- 7) "IP Transit" means Internet transit.
- 8) "MPOE" means minimum point of entry.

- 9) "Off-Net" means Service *not* provided on the connection to network owned (or operated and controlled) by SELLER / CMCC.
- 10) "On-Net" means Service provided on the connection to network owned (or operated and controlled) by SELLER that are served directly by SELLER owned (or operated and controlled) fiber and SELLER owned equipment. It does not include network partially owned (or operated and controlled) by SELLER, such as cross border interconnection network, direct or indirect interconnection network with China telecom , China Unicom or any other independent ISP ,ICP or peering company.
- 11) "POP" means point of presence.
- 12) "Ready for Service Date" means the date on which the Parties agree to place IP Transit and/or DIA into operation for the Service.
- 13) "Terms of Acceptance" means the Terms of Acceptance for Accessing the Telecommunications Network as attached hereto.
- 14) "Unavailability" means On-Net PoP downtime.
- 15) "Burstable Bandwidth" means the excess information rate.
- 16) "Committed Bandwidth" means committed information rate.

## **5. Term**

- 1) An accepted Order Form between BUYER and SELLER for a Service will commence and remain in force until the end of the specified term for such Service unless terminated earlier. BUYER must specify an Initial Term for each Service in the Order Form which shall be at least one (1) year's period. If no Initial Term is specified, the Initial Term shall be at least one (1) year. The Initial Term will commence on the Service Commencement Date.
- 2) Upon expiry of the Initial Term, the Service will be automatically renewed on a monthly basis unless and until terminated by either Party at any time during its renewed tenure by giving not less than one (1) month's prior written notice of termination to the other Party.

## **6. Service Pricing**

- 1) Initial Charge: (i) IP Transit / DIA installation charges; (ii) other non-recurring charges applicable to the Service.
- 2) Monthly Service Charge: (i) flat monthly service charge, a fixed monthly amount charged by SELLER for the Committed Bandwidth specified in the Order Form ("IP Transit / DIA Monthly Service Charge"), (ii) burstable service charge, a usage based charge which is calculated on monthly basis, the amount of burstable bandwidth is derived from the 95<sup>th</sup> percentile usage data recorded by SELLER. Such burstable bandwidth charge described above will be invoiced to BUYER in arrears and is in addition to the IP Transit / DIA Monthly Service Charge; and (iii) other monthly service charges applicable to the Service, if any, which will be specified in the Order Form.
- 3) Off-Net Service Charge: additional charges may apply to either the Off-Net component or in the case of MPOE extensions as specified in the Order Form.
- 4) In addition to Monthly Service Charge, Initial Charge and Off-Net Service Charge, BUYER may incur additional non-recurring charges including: (i) any non-recurring charges imposed by local access providers in connection with Service reconfigurations or cancellations; (ii) Service upgrade or modification; (iii) Service cancellation or disconnection; and (iv) miscellaneous additional charges to the extent that SELLER's extra services to install, upgrade, modify or disconnect any aspect of the Service due to BUYER's delay or default.

## **7. Service Availability**

- 1) SELLER shall use all commercially reasonable endeavours to maintain the On-Net POP Service Level on Service Availability (“Service Availability”) at 99.9% per month.
- 2) Service Availability is measured and calculated monthly for the Service as a percentage based on the following formula:

$(A - B) / A = \text{Service Availability}$ , where:

A = the total number of minutes in the relevant month;

B = the total number of minutes of the duration of Unavailability of that month.

## 8. Average Round Trip Delay

- 1) SELLER shall use all commercially reasonable endeavours to maintain the average On-Net POP Service Level on round trip delay per month (“Average Round Trip Delay”) as follow:

POP-to-POP		Average Round Trip Delay
Intra - Asia	Hong Kong - Mainland China	50ms
	Singapore - Mainland China	90ms
	Hong Kong - Singapore	40ms
Asia - Europe	Hong Kong - Frankfurt	230ms
	Hong Kong - Paris	225ms
	Hong Kong - London	225ms
	Hong Kong - Amsterdam	232ms
Asia - USA	Hong Kong - Los Angeles	186ms
	Singapore - Los Angeles	229ms
Intra - Europe	Intra Paris, London, Amsterdam and Frankfurt	30ms

Note: RTD to mainland China is up to Beijing, Shanghai and Guangzhou international hubs.

- 2) Average Round Trip Delay is measured between On-Net backbone equipment within SELLER’s IP network. The measurement is done by collecting average round-trip transmission time of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Round Trip Delay value is derived from averaging all the samples in the captioned month.

## 9. Average Packet Loss Rate

- 1) SELLER shall use all commercially reasonable endeavours to maintain the average On-Net POP Service Level on packet loss ratio per month (“Average Packet Loss Rate”) at 0.5% per month.
- 2) Average Packet Loss Rate is measured between On-Net backbone equipment within SELLER’s IP network. The measurement is done by collecting average packet loss rate of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Packet Loss Rate value is derived from averaging all the samples in a month.

## 10. MTTR

- 1) SELLER shall use all commercially reasonable endeavours to maintain the On-Net POP Service Level on Mean Time to Restore (MTTR) within 4 hours
- 2) MTTR is calculated by averaging Time-to-Restore (TTR) by number of Network Outage in a month.

## 11. Service Credit Claim

- 1) If an IP Transit or DIA is not installed by the Ready for Service Date for reasons other than an excused outage, BUYER shall be entitled to one (1) Day's IP Transit / DIA Monthly Service Charge for each day of delay beginning after the first five (5) Working Days, capped at thirty (30) Days.
- 2) i) If SELLER fails to meet the Service Availability for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be calculated by multiplying the Service Credit Percentage as listed in the table below by the respective IP Transit / DIA Monthly Service Charge of the affected IP Transit / DIA port.

Duration of Unavailability for On-Net POP (Monthly)	Service Credit Percentage
>44 minutes- 1 hour	5%
>1 hour	10%

- ii) If SELLER fails to meet the Average Round Trip Delay for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be calculated by multiplying the Service Credit Percentage as listed in the table below by the respective IP Transit / DIA Monthly Service Charge of the affected IP Transit / DIA port.

Average Round Trip Delay exceeds	Service Credit Percentage
< 10%	5%
10% - 20%	8%
> 20%	10%

- iii) If SELLER fails to meet the Average Packet Loss Rate for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be calculated by multiplying the Service Credit Percentage as listed in the table below by the respective IP Transit / DIA Monthly Service Charge of the affected IP Transit / DIA port.

Average Packet Loss Rate exceeds	Service Credit Percentage
> 0.5% - 1%	5%
> 1%	10%

- iv) If SELLER fails to meet the MTTR for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected IP Transit / DIA port.

- 3) The service credit(s) payable by SELLER to BUYER shall collectively be referred to as "Service Credits".
- 4) The maximum Service Credits payable in aggregate for all Service Level Failure in respect of the Service under a particular Order Form in any calendar month is ten percent (10%) of the Monthly Service Charges of the affected service under that Order Form.
- 5) BUYER shall notify SELLER in writing of any alleged failure to meet the Service Level promptly and not more than thirty (30) Days after the end of the month in which the alleged failure occurred.
- 6) The Service Credit shall be paid not more than sixty (60) Days after the end of the month in which the alleged failure occurred.
- 7) All relevant Service Credits do not apply to Burstable Bandwidth Service Charge.

## 12. BUYER Responsibilities

- 1) In addition to BUYER's other obligations under the Agreement (including those in Clause 10 of the Agreement), BUYER and its customers shall comply with the Terms of acceptance.

### 13. Exclusions

- 1) BUYER shall not be entitled to any Service Credits in respect of failure to meet the Service Level where the failure is due to any of the events covered by the exclusions listed as follows:
  - i. scheduled maintenance or any other interruptions or service changes agreed in advance in writing to the other Party at least five (5) Days in advance of the scheduled maintenance (except for emergency situation that is or is reasonably likely to have an material impact on the Service, the Party will notify the other Party as soon as reasonably practicable of any emergency work);
  - ii. Off-Net resource/services of BUYER;
  - iii. failure or fault of applications, equipment or facilities located on BUYER's premises, whether or not supplied by SELLER and failure or fault of BUYER's applications, equipment or facilities wherever located;
  - iv. acts or omissions of BUYER or its agents, subcontractors or employees or any user of the service authorized by BUYER;
  - v. major cable fault caused by negligence or default of third parties;
  - vi. any act or omission by BUYER, its employees, agents, or contractors over which BUYER exercises control including failure to comply with and observe SELLER's procedures or service guides or unavailability of relevant BUYER's personnel at times necessary for testing or connection of the Service;
  - vii. the burstable bandwidth usage of that month exceeded the committed bandwidth specified in the Order Form; or
  - viii. any Force Majeure Events.

