

## **SPECIFIC TERMS AND CONDITIONS OF SALE FOR MPLS VPN SERVICE**

### **1. Contract with SELLER**

- 1) Together with the Master Services Agreement (the "Agreement"), these Specific Terms and Conditions of Sale for MPLS VPN 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 MPLS VPN Service (for purposes of this Annexure, the "MPLS VPN Service" or the "Service").

### **2. Service Overview**

- 1) The MPLS VPN Service provides BUYER an any-to-any virtual private network service installed at Circuit Location Addresses, as specified in the Order Form.
- 2) The Service shall comprise MPLS VPN Port(s) for Internet Protocol ("IP") transmission over a Virtual Private Network ("VPN") at a bandwidth with different CoS and circuit (s) set out in the Order Form and any other services mutually agreed by the Parties as stated in the Order Form.

### **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) "CoS" means classes of service level, namely "Voice", "Video", "Priority 1", "Priority 2", "Priority 3" and "Default" offered to BUYER mentioned in the Order Form. Each CoS provides different levels of quality suitable for the use of different application.
- 3) "Initial Term" means the term specified in the Order Form.
- 4) "MPLS VPN" means Multiple Protocol Label Switching Virtual Private Network.
- 5) "MPOE" means minimum point of entry.
- 6) "Off-Net" means Service *not* providing on the connection to network owned (or operated and controlled) by SELLER / CMCC that are served directly by SELLER / CMCC owned (or operated and controlled) fiber and SELLER / CMCC owned equipment.
- 7) "On-Net" means Service provided on the connection to network owned (or operated and controlled) by SELLER / CMCC that are served directly by SELLER / CMCC owned (or operated and controlled) fiber and SELLER / CMCC owned equipment.
- 8) "PEs" means provider's edge routers of MPLS VPN network.
- 9) "POP" means point of presence.
- 10) "Protected" means any Service designated as such in the Order Form. Protected Services generally include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected".
- 11) "Network Outage" means the Service between PEs in the network completely unavailable.

- 12) "Ready for Service Date" means the date on which the Parties agree to place MPLS VPN into operation for BUYER's service.
- 13) "Terms of Acceptance" means the Terms of Acceptance for Accessing the Telecommunications Network as attached hereto.
- 14) "Unavailability" means complete loss of Service where BUYER cannot use the Service.

## 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) MPLS VPN installation charges; (ii) other non-recurring charges applicable to the Service.
- 2) Monthly Service Charge: (i) MPLS VPN monthly service charge, a fixed monthly amount charged by SELLER for the committed bandwidth specified in the Order Form ("MPLS VPN Monthly Service Charge"); and (ii) 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 Level

- 1) SELLER shall use all commercially reasonable endeavors to maintain the Service Availability, Average Packet Loss Rate, Average Latency and Mean Time to Restore ("MTTR")
- 2) SELLER shall use all commercially reasonable endeavors to maintain the On-Net POP-to-POP Service Level on Service Availability at 99.9% per month.
- 3) 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 duration of Unavailability of that month.

In addition, the performance of various CoS can meet the Service Level as below shown:

Table of CoS with guaranteed Service Availability on different classes.

<b>CoS</b>	<b>Average Packet Loss Rate</b>	<b>Average Latency</b>
<b>Voice</b>	$\leq 0.1\%$	✓
<b>Video</b>	$\leq 0.2\%$	✓
<b>Priority 1</b>	$\leq 0.4\%$	✓
<b>Priority 2</b>	$\leq 0.5\%$	✓
<b>Priority 3</b>	$\leq 0.8\%$	✓
<b>Default</b>	$\leq 1\%$	—

✓: Guarantee  
—: Not Guarantee

- 4) Average Packet Loss Rate: measured between On-Net POPs of SELLER/CMCC 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.
- 5) Average Latency: measured between On-Net POP of SELLER/CMCC network. The measurement is done by collecting Average Latency of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Latency value is derived from averaging all the samples in a month.



Table of Average Latency in/between China Cities

Area	Average Latency
(i) In-between Tier 1 Cities	≤60ms
(i) Tier 1 Cities to/from Tier 2 Cities; (ii) In-between Tier 2 Cities	≤90ms
(i) Tier 1 Cities to/from Tier 3 Cities; (ii) Tier 2 Cities to/from Tier 3 Cities; (iii) In-between Tier 3 Cities	≤125ms

Table of Tier of City definition

<b>Tier 1 Cities</b>	Beijing, Tianjin, Shijiazhuang, Taiyuan, Shanghai, Hangzhou, Nanjing, Jinan, Hefei, Wuhan, Nanchang, Changsha, Zhengzhou, Chengdu, Guangzhou, Xi'an
<b>Tier 2 Cities</b>	Hohhot, Fuzhou, Xiamen, Wuxi, Chongqing, Guiyang, Kunming, Lhasa, Shenzhen, Nanning, Haikou, Lanzhou, Yinchuan, Xining, Urumqi, Shenyang, Dalian, Changchun, Harbin
<b>Tier 3 Cities</b>	Rest of other China cities

- 6) Mean Time to Restore: measured on On-Net POP of SELLER/CMCC network and calculated by averaging Time-to-Restore (TTR) by number of Network Outage in a month. MTTR is calculated as follows in hours.

MTTR= Sum of TTR of Network Outages/ Total number of Network Outages

Table of MTTR of On-net POP

POP Type	MTTR
On-net POP	≤4hrs

## 8. Service Credit Claim

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

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

- If SELLER fails to meet the Average Packet Loss Rate for any relevant month, SELLER shall pay the service credit(s). The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected MPLS VPN port.
- If SELLER fails to meet the Average Latency for any relevant month, SELLER shall pay the service credit(s). The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected MPLS VPN port.
- If SELLER fails to meet the MTTR for any relevant month, SELLER shall pay the service credit(s). The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected MPLS VPN port.

- 6) The service credit(s) payable by SELLER to BUYER shall collectively be referred to as "Service Credits".
- 7) 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.
- 8) 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.
- 9) The Service Credit may not be applied to governmental fees, taxes, surcharges, or any other charges other than the Monthly Service Charge.
- 10) The Service Credit will, in general, be reflected in the second invoice following the resolution of the Service Credit claim.
- 11) The Service Credit shall be paid not more than sixty (60) Days after the end of the month in which the alleged failure occurred.

#### **9. 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.

#### **10. Exclusions**

- 1) BUYER shall not be entitled to the Service Credit 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 a material impact on the Service, the Party will notify the other Party as soon as reasonably practicable of any emergency work);
  - ii. failure attributable in whole or in part to equipment located on BUYER's premises, BUYER's premises environment, or any facilities ordered by BUYER;
  - iii. acts or omissions of BUYER or its agents, subcontractors or employees or any user of the service authorized by BUYER;
  - iv. major cable fault caused by negligence or default of third parties;
  - v. 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;  
or
  - vi. any Force Majeure Events.