

# 中国移动国际有限公司

China Mobile International Limited

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Tel: (852) 3975 6688 Fax: (852) 3586 9496



中国移动  
China Mobile

## SPECIFIC TERMS AND CONDITIONS OF SALE FOR CLOUD CONNECT SERVICE

### 1. Contract with SELLER

- 1) Together with the General Terms and Conditions (the "Agreement"), these Specific Terms and Conditions of Sale for Cloud Connect 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 Cloud Connect Service (for purposes of this Annexure, the "Cloud Connect Service" or the "Service").

### 2. Service Overview

- 1) The Cloud Connect Service provides BUYER a point-to-point or multipoint virtual private connection service installed at cloud service provider connection point or circuit location address, as specified 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) "Initial Term" means the term specified in the Order Form.
- 3) "MPOE" means minimum point of entry.
- 4) "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.
- 5) "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.
- 6) "PEs" means provider's edge routers of Cloud Connect network.
- 7) "POP" means point of presence.
- 8) "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".
- 9) "Network Outage" means the Service between PEs in the network completely unavailable.
- 10) "Ready for Service Date" means the date on which the Parties agree to place Cloud Connect into operation for BUYER's service.

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- 11) "Terms of Acceptance" means the Terms of Acceptance for Accessing the Telecommunications Network as attached hereto.
- 12) "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) Cloud Connect installation charges; (ii) other non-recurring charges applicable to the Service.
- 2) Monthly Service Charge: (i) Cloud Connect monthly service charge, a fixed monthly amount charged by SELLER for the committed bandwidth specified in the Order Form ("Cloud Connect 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.

SELLER shall use all commercially reasonable endeavours to maintain the average On-Net POP-to-POP packet loss ratio per month ("Average Packet Loss Rate") at 0.5% per month.



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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 Cloud Connect 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 Cloud Connect 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 Cloud Connect backbone.

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 Cloud Connect backbone.
- 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

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affected Cloud Connect backbone.

- 5) 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 Cloud Connect backbone.
- 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, 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. On-Net local or Off-Net international BUYER access circuits;
  - iii. failure or fault of application, equipment or facilities located on BUYER's premises supplied by SELLER unless it is caused or given rise by any act or omission by SELLER and failure or fault of the 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;  
or

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vii. any Force Majeure Events.