

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.

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

✓: 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 between Worldwide Cities

Latency (MS)	BJ	SH	GZ	HKG	SEO	SGP	TPE	TOK	BKK	KUL	MNL	HCM	HAN	RGN	JKT	BOM	DEL	SYD	MEL	AKL	DXB	FJR	JNB	NBO	MOW	MIL	PAR	MAD	AMS	FRF	LDN	VIE	LAX	CHI	NYC	MIA	SVC	TOR	RIO	SAO				
BJ		60	60	60	92	105	76	110	128	122	123	130	101	142	122	226	233	212	225	248	230	207	295	311	198	248	248	269	239	230	288	222	273	357	338	378	266	319	442	430				
SH			60	60	56	107	91	80	89	125	99	115	94	135	108	210	225	205	219	234	217	203	288	306	214	283	283	304	250	242	295	256	233	311	291	332	221	281	429	411				
GZ				60	70	58	38	110	125	122	77	98	99	123	85	182	187	176	188	212	192	178	256	279	221	280	280	311	220	202	255	258	239	320	339	332	225	290	420	414				
HKG					48	45	32	73	82	78	39	82	63	95	73	144	170	153	179	209	172	154	212	268	195	242	244	264	214	191	235	248	189	255	267	259	195	246	382	378				
SEO						85	68	47	120	129	71	116	84	146	121	199	196	201	231	218	214	196	252	298	221	279	265	280	240	230	284	289	191	260	296	251	230	273	413	406				
SGP							72	109	44	22	84	112	82	81	38	108	108	130	145	161	110	107	162	210	231	262	216	220	230	222	240	230	228	286	290	280	224	269	409	406				
TPE								103	96	95	59	96	73	138	96	196	201	189	207	216	196	177	240	277	219	268	366	273	220	212	240	268	190	240	264	251	203	246	386	372				
TOK									131	126	112	134	110	135	139	209	220	236	248	246	240	208	265	313	207	288	289	290	302	283	310	298	145	195	222	225	145	198	358	335				
BKK										57	102	130	102	24	80	150	150	173	189	194	150	149	203	255	248	263	250	267	265	257	283	293	232	290	315	294	236	289	429	409				
KUL											94	126	90	79	35	123	123	137	160	171	127	120	180	237	235	235	234	259	220	223	242	228	243	284	317	289	230	282	421	404				
MNL												102	67	124	97	174	174	191	192	213	198	180	231	272	211	259	275	279	258	246	275	261	210	262	293	276	208	262	409	383				
HCM													32	167	134	217	217	222	229	243	250	207	264	301	247	281	288	296	281	283	297	282	238	294	325	303	240	294	410	412				
HAN														128	101	189	190	198	217	219	201	186	240	283	229	267	269	288	259	261	289	275	219	268	306	283	223	271	415	394				
RGN															97	162	165	185	193	211	180	164	224	264	258	261	275	295	251	266	292	275	259	317	343	310	251	302	438	437				
JKT																126	126	153	171	184	150	133	194	243	245	251	252	267	231	234	254	257	232	290	311	298	231	284	425	408				
BOM																	48	227	243	255	210	197	238	295	308	301	302	309	286	298	290	297	287	352	375	352	296	353	494	496				
DEL																		227	240	250	210	197	240	295	303	303	328	309	290	298	294	296	287	350	375	350	296	353	494	480				
SYD																			32	47	241	228	276	315	314	317	321	333	316	314	325	321	251	317	330	320	255	307	445	432				
MEL																				66	254	242	288	326	325	326	343	345	323	323	332	329	267	326	341	330	275	319	458	447				
AKL																					275	255	294	336	357	342	362	352	335	339	349	348	277	338	352	342	282	330	473	458				
DXB																						194	250	315	314	305	304	332	298	311	315	332	310	368	386	366	320	363	504	498				
FJR																							144	293	298	306	310	320	290	294	298	320	293	348	369	353	301	352	491	481				
JNB																									344	275	243	373	263	279	273	227	342	335	312	337	389	339	388	514	503			
NBO																													398	427	454	440	417	420	420	418	383	435	467	446	388	443	575	564
MOW																											98	88	110	81	70	71	83	238	197	156	198	230	179	391	385			
MIL																												38	69	31	25	39	43	203	178	129	169	215	152	365	355			
PAR																													36	30	23	23	96	193	156	120	155	205	132	357	343			
MAD																															65	54	67	72	209	178	145	182	226	159	296	294		
AMS																																20	34	35	189	145	118	157	198	130	290	288		
FRF																																	25	25	192	149	121	163	202	138	308	294		
LDN																																		42	180	130	112	155	187	126	295	286		
VIE																																			204	158	141	166	221	149	296	298		
LAX																																				97	116	92	22	102	246	170		
CHI																																					58	99	87	28	316	302		
NYC																																						64	124	28	281	278		
MIA																																							113	85	179	171		
SVC																																												
TOR																																												
RIO																																												
SAO																																												

Please refer to the list below for the countries and cities mentioned by POP name in the above SLA table:

POP Code	Country/ SAR	City	POP Code	Country/ SAR	City	POP Code	Country/ SAR	City
BJ	China	Beijing	JKT	Indonesia	Jakarta	AMS	Netherlands	Amsterdam
SH	China	Shanghai	BOM	India	Mumbai	FRF	Germany	Frankfurt
GZ	China	Guangzhou	DEL	India	Delhi	LDN	UK	London
HKG	Hong Kong	Hong Kong	SYD	Australia	Sydney	VIE	Austria	Vienna
SEO	Korea	Seoul	MEL	Australia	Melbourne	LAX	US	Los Angeles
SGP	Singapore	Singapore	AKL	New Zealand	Auckland	CHI	US	Chicago
TPE	Taiwan	Taipei	DXB	UAE	Dubai	NYC	US	New York
TOK	Japan	Tokyo	FJR	UAE	Fujairah	MIA	US	Miami
BKK	Thailand	Bangkok	JNB	South Africa	Johannesburg	SVC	US	Silicon Valley
KUL	Malaysia	Kuala Lumpur	NBO	Kenya	Nairobi	TOR	Canada	Toronto
MNL	Philippines	Manila	MOW	Russia	Moscow	RIO	Brazil	Rio de Janeiro
HCM	Vietnam	Ho Chi Minh City	MIL	Italy	Milan	SAO	Brazil	Sao Paulo
HAN	Vietnam	Hanoi	PAR	France	Paris			
RGN	Myanmar	Yangon	MAD	Spain	Madrid			

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

Tier 1 Cities	Beijing, Tianjin, Shijiazhuang, Taiyuan, Shanghai, Hangzhou, Nanjing, Jinan, Hefei, Wuhan, Nanchang, Changsha, Zhengzhou, Chengdu, Guangzhou, Xi'an
Tier 2 Cities	Hohhot, Fuzhou, Xiamen, Wuxi, Chongqing, Guiyang, Kunming, Lhasa, Shenzhen, Nanning, Haikou, Lanzhou, Yinchuan, Xining, Urumqi, Shenyang, Dalian, Changchun, Harbin
Tier 3 Cities	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 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
 - 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.