

# 中国移动国际有限公司

## China Mobile International Limited

香港 新界 葵涌 葵昌路 51 号 九龙贸易中心 1 座 30 楼  
Level 30, Tower 1, Kowloon Commerce Centre,  
No. 51 Kwai Cheong Road, Kwai Chung, New Territories, Hong Kong  
Tel: (852) 3975 6688 Fax: (852) 3586 9496



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

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

- 1) Together with the Master Services Agreement (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) "Cloud Connect" means (i) connection between PoPs of cloud service provider and/or (ii) connection from on premise to the PoP of cloud service provider.
- 4) "MPOE" means minimum point of entry.
- 5) "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.
- 6) "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.
- 7) "PEs" means provider's edge routers of Cloud Connect network.
- 8) "Access Router" means provider's edge routers of Cloud Connect service.
- 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 Cloud Connect into operation for BUYER's service.

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- 13) "Service Credits" means the service credits payable by SELLER to BUYER due to SELLER's failure to meet the Service Availability for any relevant month as mentioned in Clause 8.
- 14) "Terms of Acceptance" means the Terms of Acceptance for Accessing the Telecommunications Network as attached hereto.
- 15) "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 ("Service Availability") at 99.9% per month for 1-tunnel Cloud Connect service types, 99.99% per month for 2-tunnel Cloud Connect service types which are described in Order Form.
- 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:



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Please refer the POP code to the following country and city

POP Code POP代码	Country/ SAR 国家/特区	City城市	POP Code POP代码	Country/ SAR 国家/特区	City城市	POP Code POP代码	Country/ SAR 国家/特区	City城市
BJ	China 中国	Beijing 北京	JKT	Indonesia 印度尼西亚	Jakarta 雅加达	AMS	Netherlands 荷兰	Amsterdam 阿姆斯特丹
SH	China 中国	Shanghai 上海	BOM	India 印度	Mumbai 孟买	FRF	Germany 德国	Frankfurt 法兰克福
GZ	China 中国	Guangzhou 广州	DEL	India 印度	Delhi 新德里	LDN	UK 英国	London 伦敦
HKG	Hong Kong 香港	Hong Kong 香港	SYD	Australia 澳大利亚	Sydney 悉尼	VIE	Austria 奥地利	Vienna 维也纳
SEO	Korea 韩国	Seoul 首尔	MEL	Australia 澳大利亚	Melbourne 墨尔本	LAX	US 美国	Los Angeles 洛杉矶
SGP	Singapore 新加坡	Singapore 新加坡	AKL	New Zealand 新西兰	Auckland 奥克兰	CHI	US 美国	Chicago 芝加哥
TPE	Taiwan 台湾	Taipei 台北	DXB	UAE 阿联酋	Dubai 迪拜	NYC	US 美国	New York 纽约
TOK	Japan 日本	Tokyo 东京	FJR	UAE 阿联酋	Fujairah 富查伊拉	MIA	US 美国	Miami 迈阿密
BKK	Thailand 泰国	Bangkok 曼谷	JNB	South Africa 南非	Johannesburg 约翰内斯堡	SVC	US 美国	Silicon Valley 硅谷
KUL	Malaysia 马来西亚	Kuala Lumpur 吉隆坡	NBO	Kenya 肯尼亚	Nairobi 内罗毕	TOR	Canada 加拿大	Toronto 多伦多
MNL	Philippines 菲律宾	Manila 马尼拉	MOW	Russia 俄罗斯	Moscow 莫斯科	RIO	Brazil 巴西	Rio de Janeiro 里约热内卢
HCM	Vietnam 越南	Ho Chi Minh City 胡志明市	MIL	Italy 意大利	Milan 米兰	SAO	Brazil 巴西	Sao Paulo 圣保罗
HAN	Vietnam 越南	Hanoi 河内	PAR	France 法国	Paris 巴黎			
RGN	Myanmar 缅甸	Yangon 仰光	MAD	Spain 西班牙	Madrid 马德里			

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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

- 1) 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.
- 2) If SELLER fails to meet the Service Availability for any relevant month, SELLER shall pay the Service Credits to BUYER. The amount of the Service Credits 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 port.

3)

2 Tunnel Model Service Credit Form

2 Tunnel Duration of Unavailability (Monthly)	Service Credit Percentage
>5 minutes - 10 minutes	2%
>10 minutes - 20 minutes	3%
>20 minutes - 30 minutes	5%
>30 minutes – 60 minutes	10%

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## 1 Tunnel Model Service Credit Form

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

- 4) If SELLER fails to meet the Average Packet Loss Rate for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect port.
- 5) If SELLER fails to meet the Average Latency for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect port.
- 6) The total Service Credits for a failure to meet the Service Availability in any month shall not exceed 10%.
- 7) If SELLER fails to meet the MTTR for any relevant month, SELLER shall pay the Service Credits. The amount of such Service Credits will be 3% of the respective Monthly Service Charge of the affected Cloud Connect backbone.
- 8) 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.
- 9) 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.
- 10) The Service Credits may not be applied to governmental fees, taxes, surcharges, or any other charges other than the Monthly Service Charge.
- 11) The Service Credits will, in general, be reflected in the second invoice following the resolution of the Service Credits claim.
- 12) The Service Credits 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 shall provide the Terms of Acceptance executed by itself and its customer before placing an order, provided the Service is located in Mainland China.

## 10. Exclusions

- 1) BUYER shall not be entitled to the 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 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.

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- iii. On-Net local or Off-Net international BUYER access circuits;
- iv. 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.
- v. acts or omissions of BUYER or its agents, subcontractors or employees or any user of the service authorized by BUYER;
- vi. major cable fault caused by negligence or default of third parties;
- vii. 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
- viii. any Force Majeure Events.