

Internet Data Centre

Terms and Conditions

Conditions of Service

1. Service

In consideration of the payment of a Service Fee by the Client, HKBN Enterprise Solutions Limited ("HKBNES") agrees to grant to the Client the right to use a portion of the Site in the manner and subject to terms and conditions in the Application, HKBNES's General Terms and Conditions of Service and the terms and conditions contained herein and to provide iData Centre Service, which may include any or all of the various products, services and facilities. Should there be any inconsistency or discrepancy between the terms and conditions in the Application, these terms and conditions set forth herein and the General Terms and Conditions of Services, the inconsistency will be resolved in the following descending order of precedence: (i) the terms and conditions in the Application, (ii) these terms and conditions set forth herein and (iii) the General Terms and Conditions of Services.

2. Definitions

Unless otherwise defined, terms and expressions used in the Agreement shall have the following meaning:

- **"Access Terms"** means the terms and conditions governing the physical access to the Site by the Client.
- **"Agreement"** means the agreement between HKBNES and the Client for the provision of the iData Centre Service; an Agreement comprises of the Application as accepted by HKBNES, the General Terms and Conditions of Services and these terms and conditions set forth herein as may be amended from time to time.
- **"Client"** means the company or organisation to which HKBNES is providing iData Centre Service.
- **"Application"** means the written or oral application made by the Client to HKBNES requesting for provision of iData Centre Service to the Client.
- **"Commencement Date"** means the date agreed between the parties for the commencement of the iData Centre Service.
- **"iData Centre Service"** means the services including housing services for the Client's equipment, installation services and maintenance services.
- **"Service Fee"** means the charges payable by the Client to HKBNES for the provision of the iData Centre Service.

- **"Site"** means the premises as specified by HKBNES from time to time.
- **"System"** means the Client's equipment.

3. Term and Termination

3.1 Subject to Clauses 3.2 and 3.3 below, the term of this Agreement shall be for the period specified in the Application and commencing on the day when HKBNES informs the Client that the iData Centre Service is made available to the Client, or if no such period is specified, the period of 6 months. ("Minimum Service Period").

Notice to terminate this Agreement may be given after expiry of the Minimum Service Period by the Client. Any such notice must be made in writing thirty (30) days in advance of the termination date. Termination of this Agreement by the Client prior to expiry of the Minimum Service Period will incur early termination charges as set out in the Agreement or schedules which apply thereto. Such early termination charges, as agreed by the parties hereto as liquidated damages for compensating the loss of HKBNES as a result of such early termination, will be in addition to all other charges due.

3.2 Notwithstanding any other provision of this Agreement, HKBNES may, without prejudice to its other rights and remedies hereunder or at law, terminate this Agreement forthwith at any time by serving to the Client a written notice and without any compensation to the Client if :-

- 3.2.1** the Client is in breach of any material obligation under this Agreement and such breach is not of a nature which is capable of being remedied or rectified; or
- 3.2.2** save for the case of Clause 3.2.1 above, the Client is in breach of any obligation under this Agreement, including the Access Terms, and fails to remedy the same within seven (7) calendar days after receipt of written notice of the breach and requiring that the breach be remedied; or
- 3.2.3** the Client goes into liquidation, bankruptcy or receivership or analogous proceedings taken in any jurisdiction having the foregoing effect; or
- 3.2.4** any notice is given by the Government or any competent authority to the effect that the System or any part of it is required to be removed from or substantially rearranged in the Site on the ground that the System or any part of it constitutes illegal structure or breaches other laws or regulations.

3.3 In addition to the above Clause 3.2, HKBNES shall have the right to terminate this Agreement at any time without compensation by serving to the Client at least two (2) months' prior written notice.

3.4 On termination of this Agreement for whatever reasons, all sums due or which may become due to HKBNES from the Client whether or not they have been billed by HKBNES shall immediately become due and payable including any charges that may be incurred in the period of notice prior to termination.

3.5 At the date of termination of this Agreement, the Client shall:

3.5.1 within fifteen (15) days deliver to HKBNES vacant possession of the said portion of the Site and restore the same to the condition in which it was delivered to the Client at the commencement of this Agreement (except fair wear and tear);

3.5.2 pay to HKBNES all monies due and owing to HKBNES accrued up to and including the date of termination; and

3.5.3 remove or relocate all the international private leased circuit(s) or other telecommunication links installed in the Site or otherwise terminating at the said portion of the Site which was ordered by the Client; and

3.5.4 remove or relocate the System or any other property of the Client installed at the said portion of the Site. If the Client for whatever reasons(s) fails to remove or relocate such System and/or property, HKBNES shall have the option either to dispose of or return the same to the Client at discretion of HKBNES and at the cost of the Client, in any case without any liability to the Client. HKBNES shall give the Client no less than 7 days written notice prior to disposing or returning of any equipment and/or property owned by the Client. This Clause 3.5.4 shall be subject to and without prejudice to the operation of Clause 7.7.

This Clause 3.5 shall survive, and shall remain in full force after termination or expiry of this Agreement.

3.6 HKBNES reserves the right to forthwith suspend and/or terminate all or part of the Service without notice and compensation to the Client upon receipt of any complaint against the Client for infringement of intellectual property rights, or violation of duty or obligation in contract, tort or otherwise, to any third party arising out of or in connection with the use of iData Centre Service.

4. Covenants and Obligations of the Client

4.1 The Client covenants not to:

4.1.1 use the said portion of the Site for any purpose other than those specified;

- 4.1.2 place and house any system or equipment other than those specified;
- 4.1.3 make any alteration to the said portion of the Site (including fixtures, partitions or fittings), alter existing, or install new locks, bolts and fittings on the entrance door to the Site, other than as agreed by the parties;
- 4.1.4 install or place any equipment in the said portion of the Site which would in the opinion of HKBNES overload the structure of any part of the Site;
- 4.1.5 extend or increase electrical wiring in the said portion of the Site without HKBNES 's prior written consent;
- 4.1.6 do or permit to be done anything which will breach the terms, conditions or other covenants;

4.2 The Client shall:

- 4.2.1 pay to HKBNES the Service Fee in the manner as set out in Clause 7 hereof;
- 4.2.2 from the Commencement Date, and thereafter maintain throughout the duration of this Agreement, for the benefit of and in the joint names of HKBNES and the Client, adequate insurance cover;
- 4.2.3 keep the System in good condition and to keep the said portion of the Site in a safe and clean condition;
- 4.2.4 send its employee(s) or agent(s) to the Site to accept delivery or acknowledge receipt of the System or any part thereof and other equipment, which the Client intends to install in the said portion;
- 4.2.5 take appropriate corrective action in respect of the System;
- 4.2.6 ensure that the System does not damage, interfere with or cause deterioration to the operation of the equipment;
- 4.2.7 ensure that the System does not endanger the safety or health of the officers, employees, contractors or other clients;
- 4.2.8 give 60 days notice in writing to HKBNES in requesting racks for the System;
and
- 4.2.9 take such other action as a prudent operator of the System would take.

4.3 The Client shall not do or permit or suffer to be done or omit to do anything in connection with access to the said portion of the Site.

4.4 The Client acknowledges that it has been granted a bare license only to occupy certain space of the Site and that it has not been granted any real property interests in the same. Payments by Client under this Agreement do not create and shall not create or vest in Client (or in other person) any leased estate, easement, ownership interest, or other property right or interest of any nature in any part of the Site.

4.5 The Client agrees that during the term of this Agreement HKBNES may publicly refer to Client, orally and in writing, as a client of HKBNES. Any other reference to Client by HKBNES requires the written consent of Client.

5. Corrective Works by the Client

5.1 If HKBNES is of the opinion that the System located in the said portion of the Site is adversely affecting HKBNES 's or any third person's network or operating requirements, HKBNES shall notify the Client of such conditions and on receiving such notification, the Client shall take the necessary corrective action for the System (including but not limited to reinstallation, repair, maintenance or cleaning up);

5.2 If the Client fails to perform or complete the corrective work as aforesaid, or if HKBNES is of the opinion that the System poses an immediate risk of personal injury or significant disruption to HKBNES 's network or other equipment or another third party's network or equipment, HKBNES may, at the Client's costs, take such corrective action as HKBNES may deem necessary.

6. Liability and Indemnity

6.1 HKBNES in performing any obligation under this Agreement is only required to exercise reasonable care and skill of a competent telecommunications service provider.

6.2 HKBNES shall not be liable to the Client or any other third party, under this Agreement in contract, tort (including negligence) or otherwise in any respect, for any direct, indirect or consequential loss or damage whatsoever.

6.3 HKBNES is not responsible for work carried out or supervised by third parties engaged by the Client.

6.4 HKBNES reserves the right to relocate HKBNES's equipment and the Client's equipment within the Site, to move Client's equipment to another site or change the configuration of the site with at least 30 days notice. Every commercially reasonable effort will be made to minimize downtime and service interruption if Client's equipment is moved or relocated.

- 6.5** For the purposes of this Agreement, all acts or omissions of the Client's directors, officers, employees, agents, contractors, servants, affiliates, subsidiaries, and representatives shall be deemed to be the acts or omissions of the Client.
- 6.6** The Client shall indemnify and keep HKBNES indemnified in this Agreement against any or all claims, costs or actions by third parties.
- 6.7** The Client shall indemnify and keep HKBNES indemnified against all claims, demands, damages, proceedings, costs and expenses due to the Client and/or its employees, contractors, servants and agents' negligence or arising out of the installation, operation and maintenance of the System in the said portion of the Site, the dismantling or removal of the System, any breach of this Agreement by the Client.

7. Charges and Payment

- 7.1** Unless otherwise agreed by HKBNES in writing, the Client must pay the Service Fee in advance in the following manner:
- 7.1.1** one-time set-up fee shall be payable upon completion of installation of the System at the Site;
 - 7.1.2** monthly service fee shall be payable on the first day of each billing cycle.
- 7.2** The Client must pay the charges stated on each invoice issued by HKBNES.
- 7.3** If HKBNES makes a change to the Service Fee, service charges or rates, the Client will be notified at least 28 days before the change is due to take place.
- 7.4** All charges for services are exclusive of any applicable taxes, tariffs, surcharges, duties or such other like amounts assessed by any governmental entity. If it is applicable, it will be added to each invoice.
- 7.5** All sums due to HKBNES under this Agreement shall be payable by the Client within thirty (30) days of the date of the relevant invoice. If the Client fails to make payment within such period, HKBNES shall, without prejudice to its other rights hereunder or at law, have the right to require the Client to pay on demand all sums due or which may become due to HKBNES from the Client whether or not they have been billed by HKBNES.
- 7.6** Time of payment of all sums due to HKBNES under this Agreement shall be of the essence. HKBNES reserves the right to charge daily interest on outstanding amounts until payment is received in full at a rate equal to 4% per annum above the Hong Kong & Shanghai Banking Corporation best lending rate as current whether before or after judgment. Interest shall continue to accrue notwithstanding termination of this Agreement for any cause whatsoever.

- 7.7** In the event that the Client fails to pay HKBNES all undisputed amounts owed to HKBNES under this Agreement, when due, the Client agrees that, HKBNES may restrict the Client's physical access to the Facility and Client's equipment; and/or take possession of any of the Client's equipment and dispose of the same, all without being liable to prosecution of for damages and without any liability to the Client. This Clause 7.7 shall survive the termination of the Agreement.
- 7.8** HKBNES reserves the right to charge for administrative and legal costs incurred in pursuing late payments.
- 7.9** HKBNES reserves the right to charge the Client an administration fee of HK\$3,000 or such other amount as may be determined by HKBNES from time to time for each complaint against the Client for infringement of intellectual property rights, or violation of duty or obligation in contract, tort or otherwise, to any third party arising out of or in connection with the use of iData Centre Service.
- 7.10** Should HKBNES discover improper use of power bars by the Client, HKBNES shall be entitled to request the Client to immediately remove such unofficial and/or inappropriately extended power supply, and / or to take corrective actions within a time period decided by HKBNES. Otherwise, HKBNES shall be entitled to take all necessary corrective actions and/or removal works ("corrective / removal works") without further notice. In such circumstances, HKBNES may charge the Client for the fees and expenses in relation to the corrective / removal works. HKBNES shall not be liable for any losses or damages caused to the Client and / or property of the Client as a result of the corrective / removal works. In addition, HKBNES shall be entitled to charge Client an administration fee of HK\$1,000 per Full Cabinet, Half Cabinet, and/or Quarter Cabinet (as the case maybe) on a monthly basis from the date of discovery of such improper use until the completion of the corrective / removal works. Part of a month shall be deemed to be one month for the purpose of calculation of the administration fee.

8. Force Majeure

HKBNES shall not be liable for any failure to observe or perform, or continue observance or performance of, any of its obligations or liabilities under this Agreement to the extent that, and for so long as, such observance or performance is prevented due to any cause beyond HKBNES 's reasonable control, including but not limited to any act of God, severe weather, failure or shortage of power supplies, flood, drought, fire or lightning, labour shortage or disputes, war or riot.

9. Confidentiality

9.1 The parties shall keep confidential any information obtained under or in connection with this Agreement and shall not disclose the same to any third party without the consent in writing of the other party.

9.2 The provisions of Clause 9.1 above shall not apply to information:-

9.2.1 in the public domain otherwise than by breach of this Agreement;

9.2.2 in the possession of the receiving party thereof as evidenced by a writing or writings dated before any disclosure as aforesaid;

9.2.3 obtained from a third party who is free to disclose the same; or

9.2.4 required to be disclosed by law or any relevant authority for the compliance of any laws, rules or regulations.

9.3 The parties shall disclose confidential information to their employees, agent(s), contractor(s) or representatives on a need to know basis only and shall ensure that such persons are aware of and comply with these obligations as to confidentiality.

9.4 Provisions of this Clause shall survive, and shall remain in force after termination or expiry of the Agreement or extension thereof for a period of two years.

10. Non Exclusive Licence & Right of Way

10.1 Nothing in this Agreement shall in any way create or constitute a lease or tenancy whatsoever or grant to or create in favour of the Client or any person any right or interest (including, without limitation, exclusive possession) other than a licence or a right of way. The Landlord and Tenant (Consolidation) Ordinance (Cap. 7) shall not apply to this Agreement or to the licence or right of way granted hereunder.

10.2 Nothing in this Agreement shall be taken to mean or have the effect of or imply that HKBNES has granted to the Client any exclusive right to install, commission, operate or maintain the System at or occupy the said portion of the Site.

11. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region and the parties shall submit to the non-exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

12. General Provisions

- 12.1**The Agreement represents the entire agreement between the parties hereto and shall supersede all prior representations, promises and proposals, whether oral or written.
- 12.2**No delay, neglect or forbearance on the part of either party in enforcing against the other party in relation to any terms or conditions of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.
- 12.3**All notices or other communication required to be given under this Agreement by any party shall be in writing.
- 12.4**HKBNES may revise the Agreement and/or introduce additional terms and conditions from time to time. Such revision and/or addition shall become effective when displayed on the website of HKBNES (<http://hkbnes.net/en>) and shall be binding on the Client if the Client continues to use the iData Centre Services.
- 12.5**HKBNES may transfer, assign, delegate or sub-contract any of its rights and obligations under this Agreement. The Client shall not assign, transfer, convey, licence or otherwise dispose of its rights and obligations under this Agreement to any other party without the prior written consent of HKBNES.
- 12.6**If any provision of this Agreement shall be or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed as if this Agreement does not contain the particular invalid, illegal or unenforceable provision.
- 12.7**The relationship between and among the parties hereto shall not be that of partners or a joint venture between the parties. Nothing herein contained shall be deemed to constitute a partnership between and among the parties or a merger of the assets or fiscal or other liabilities or undertakings of the parties. The common enterprise between and among the parties shall be limited to the express provisions of this Agreement. Nothing herein contained shall allow a party to act as agent of the other party, except to the extent expressly permitted hereunder.
- 12.8**Any reference in this Agreement to any gender shall include genders and words used herein importing the singular number shall include plural and vice versa.

Schedule A

HKBNES shall provide the products, services and facilities described in this Schedule A.

1. Services

1.1 Features

HKBNES shall provide the following basic facilities for the iData Centre Service:

- 1.1.1 A dedicated area at the Site shall be reserved as the Internet Data Centre (“iDC”). This area may be situated on the same floor as HKBNES’s switching equipment.
- 1.1.2 A Main Distribution Frame (“MDF”) shall provide the Client interconnection with external telecommunications facilities providers.
- 1.1.3 iDC will be maintained with controlled air temperature, humidity and pressure for equipment to operate in optimum conditions.
- 1.1.4 The iDC offers raised flooring for cables laying.

1.2 Access and Security

HKBNES shall provide security for the iDC 24 hours per day, 7 days per week. Security may consist of an attendant at the entrance to the iDC and access control. Access Terms are described in Schedule B to the Agreement.

1.3 Fire Prevention

HKBNES shall install advanced detection and suppression system to provide maximum protection in the event of fire.

1.4 Power Facility

Electrical power shall be provided as follows:

- 1.4.1 AC power for non-essential equipment; for example, personal computer, measurement equipment, printer, etc. There is no Uninterrupted Power Supply (“UPS”) or backup generator support for this equipment.
- 1.4.2 AC power for essential AC equipment, for example, personal computer for network monitoring, switching equipment with AC supply, etc. UPS and backup generator support shall be available for this equipment.
- 1.4.3 DC power for essential DC equipment, e.g. most switching equipment, DACS, DCME, etc. UPS and backup generator support shall be available for this equipment. The discretion as to whether equipment is categorized as essential or non-essential shall rest with HKBNES. Client may purchase additional power upon request.

1.5 Interconnection Facility

- 1.5.1 Equipment of the Client may be connected with HKBNES or other telecommunications facilities providers through external Telecom switching equipment, internal links and/or equipment links. Termination facilities for interconnect (e.g. Krone block) will be provided for any interconnection with HKBNES switching equipment.
- 1.5.2 The Client shall be responsible for all necessary arrangements and shall perform all necessary work for the connection of external links, unless otherwise specified by HKBNES. All links will pass under the raised floor and connect with the FM equipment directly or through the Client's own connection frame.
- 1.5.3 HKBNES shall be responsible for coordinating and performing all necessary work for the connection of internal links to HKBNES switching equipment, or to the equipment of other clients, unless otherwise specified by HKBNES. A charge may be levied for this service.
- 1.5.4 HKBNES shall be responsible for connecting internal links from the MDF to the Client's equipment.

1.6 Service Provisioning and Installation

HKBNES shall assign a project manager for all provisioning and installation issues. The project manager shall be responsible for coordinating the project, and will:

- 1.6.1 act as a single point of contact between the Client and HKBNES;
- 1.6.2 develop the project implementation plan to meet the milestones and delivery requirements;
- 1.6.3 monitor the agreed project implementation schedule and ensure timely completion;
- 1.6.4 provide updated project information when reasonably required by the Client;
- 1.6.5 provide technical support during project implementation.

1.7 Client's Inquiries and Hotline Service

- 1.7.1 HKBNES shall appoint an account manager to handle any Client's inquiries or order amendment including but not limited to product information, current billing status, and service amendments. Service amendments include change of bandwidth, change of configuration, add/ delete lines, add/ delete advanced features, change of the Client's information.

- 1.7.2** HKBNES provides hotline service for fault reporting. For immediate maintenance and repair service assistance, the Client is encouraged to utilize 24-hour iData Centre Service hotline.

1.8 Billing

The Client shall receive an invoice monthly, indicating all chargeable items including the circuit / rack number, rental period, rental amount, chargeable features and amount, and such other particulars as determined by HKBNES.

2. Maintenance

2.1 Standard Maintenance Service

The Standard Maintenance Service includes:

- 2.1.1** A 24-hour fault reporting hotline service for the Client (but not end users) for reporting any fault which may occur in the equipment and/or line connection within HKBNES's facilities.
- 2.1.2** Physical inspection of the equipment alarms, physical links and power connection status when a fault is reported.
- 2.1.3** Maintenance of internal physical links connected with HKBNES switching equipment. HKBNES will be responsible for the function and performance of the links from HKBNES's equipment to the point of interconnect (POI) with the Client's equipment.

In addition, the Client shall be required to delegate proper authorization to HKBNES staff with equipment vendors and external telecommunications facilities providers so that HKBNES staff may work with these parties to solve any problems that may occur.

2.2 Additional Maintenance Service

Subject to the availability in different iDCs and/or payment of additional charges, the following maintenance service may be provided:

- 2.2.1** Rebooting of the System per the request and as directed by the authorized representative of the Client. This service requires proper training and instruction provided by the Client. HKBNES will not be responsible for any system setting or configuration after system rebooting or any service interruption caused during and after the rebooting process.

Schedule B

Site

1. Part of 6th Floor, World Peace Centre, 55 Wo Tong Tsui Street, Kwai Chung, New Territories, Hong Kong
2. 7th Floor, World Peace Centre, 55 Wo Tong Tsui Street, Kwai Chung, New Territories, Hong Kong
3. 10th Floor, World Peace Centre, 55 Wo Tong Tsui Street, Kwai Chung, New Territories, Hong Kong
4. 19th Floor, World Peace Centre, 55 Wo Tong Tsui Street, Kwai Chung, New Territories, Hong Kong
5. Part of 2nd Floor, Cornell Centre, 50 Wing Tai Road, Chai Wan, Hong Kong
6. 21st Floor, World Peace Centre, 55 Wo Tong Tsui Street, Kwai Chung, New Territories, Hong Kong
7. 1st Floor, Data Hall 1DHD1, 22 Chun Cheong Street, Tseung Kwan O Industrial Estate, Hong Kong

The Access Terms

1. Purposes of Access

- 1.1** Subject to the terms and conditions of this Agreement, HKBNES shall grant to the Client the right of physical access to the said portion of the Site (details of which are more particularly detailed in the plan attached hereto) for the purposes of :
- 1.1.1** carrying out site visit prior to delivery of the System;
 - 1.1.2** delivering, and accepting delivery, of the System;
 - 1.1.3** performing planned installation, testing, inspecting, maintaining, performing day-to-day operational work, inventory management and connection work of the System; and

- 1.1.4 performing service or network restoration or other emergency maintenance work of the System

(collectively known as “Agreed Purposes”).

- 1.2 If the Client requests to access the said portion of the Site for any reason other than the Agreed Purposes, it must submit all further information reasonably requested by HKBNES in relation to the said purpose of that access. HKBNES will consider the request on a case-by-case basis and shall not unreasonably withhold or delay any such request provided that such request may be subjected to such terms and conditions as HKBNES deems fit.

2. Intentionally Deleted

3. Access and Entry Notification

- 3.1 Subject to other terms and conditions herein contained, HKBNES shall grant to the Client the right to have physical access to the System and the said portion of the Site at any time, provided that the Client shall follow the entry notification procedures described in the remaining provisions of this Clause 3.
- 3.2 To gain access to the System and the said portion of the Site, the Client shall notify HKBNES, whether orally or in writing, prior to arrival at the Site:
 - 3.2.1 the name(s), and work title(s) of the employee(s), agent(s) or contractor(s) of the Client (the "Authorized Representative");
 - 3.2.2 the purpose for which physical access is requested; and
 - 3.2.3 the date and the estimated time requested for physical access.
- 3.3 Before accessing the said portion of the Site, each Authorized Representative shall present a valid identification document (which may be a valid passport or a Hong Kong Identity Card).
- 3.4 In the event that the Client wishes to invite a guest to view the System and enter the said portion of the Site, the Client shall notify HKBNES in advance and provide the guest's name, title, company and relationship to the Client. The guest shall produce a valid identification document (which may be a valid passport or a Hong Kong Identity Card), as well as the guest's business or name card.

4. Grounds for Refusal of Access

HKBNES may refuse the Client's request for physical access to the said portion of the Site under this Agreement if HKBNES is of the opinion that:

- 4.1 the System is unsafe;
- 4.2 the Client is, or is likely to be, in breach of this Agreement in respect of the System to which physical access is sought;
- 4.3 no reason is given for the access sought or the reason is inconsistent with the Agreed Purposes; or
- 4.4 any other reasons which render physical access to the said portion of the Site unsuitable in the opinion of HKBNES.

HKBNES shall have the rights to limit access to the said portion of the Site to one third party at any given time. In the event of an emergency or other exceptional circumstances, HKBNES may at its discretion deny the Client access to the Site.

HKBNES reserves the rights to refuse entry to any guests of the Client.

5. Notification of Breach

If any Authorized Representatives breach the terms of this Agreement, HKBNES shall notify the Client of such breaches and may decline to provide access to such person or company in the future. HKBNES may further require such person to leave the Site forthwith if they commit a breach of the Access Terms and fail to rectify the same immediately when requested by HKBNES to do so.

6. Revision of Access Terms

HKBNES may from time to time amend the Access Terms provided that:-

- 6.1 the amendment is reasonably necessary to preserve the integrity, security or operation of HKBNES 's network or to comply with applicable laws and regulations; and
- 6.2 HKBNES has given to the Client, 10 days prior written notice of the change.

7. The Client's Covenants

The Client must not do any of the following:-

- 7.1 bring any equipment, goods or chattels into the said portion of the Site which are not reasonably necessary for any Agreed Purposes;
- 7.2 access any area of the Site save those areas where access is granted herein;
- 7.3 cause any nuisance, interference, disturbance, inconvenience, hazard or danger in the vicinity of the said portion of the Site or to any property therein;

- 7.4 leave any flammable, explosive, or hazardous material in or around the said portion of the Site;
- 7.5 inspect or record any images, notes or data of or in relation to any equipment at the Site other than the System; or
- 7.6 install the System in any place other than the said portion of the Site.

8. iDC Rules

For the smooth operation of the Site, the Client shall abide by the following rules (“iDC Rules”):

- 8.1 Smoking is not permitted within the Site.
- 8.2 Food and beverages are not allowed inside the Site.
- 8.3 Installation or use of any illegal and private software that violates intellectual proprietary rights is not allowed.
- 8.4 HKBNES reserves the right to inspect equipment of the Client for compliance with installation standards.
- 8.5 The Client shall be responsible for the removal of all packaging, waste material, and any other similar items relating to the installation of the System.
- 8.6 Unless otherwise agreed, HKBNES shall not sign for or accept goods or equipment for the Client.
- 8.7 Use of unofficial or inappropriate power bars, extended power supply, power plug or power adaptor is not allowed. Otherwise, HKBNES shall have the right to take all necessary corrective actions and / or removal works.
- 8.8 HKBNES reserves the right to charge the Client an administration fee of HK\$1,000 per Full Cabinet, Half Cabinet, and / or Quarter Cabinet (as the case maybe) on a monthly basis for breach of iDC Rules regarding the iData Centre Service, from the date of discovery of breach of iDC Rules until the completion of the corrective / removal works. Part of a month shall be deemed to be one month for the purpose of calculation of the administration fee.
- 8.9 The Client shall register with the on-duty staff at the iDC upon entering or leaving the iDC.

- 8.10** HKBNES shall have the right to allow access to the iDC by the approved or authorized person(s) ONLY. Should the Client invite guests to enter the iDC, they are required to provide required information for registration and be accompanied by the Client throughout the visit.
- 8.11** The Client shall show the badge at all time.
- 8.12** The Client shall not pile up equipment and tools.
- 8.13** The Client shall not obstruct access to fire extinguishers.
- 8.14** The Client shall keep fire doors, shutters and means of escape clear and unobstructed.
- 8.15** The Client shall not take photos or install any photographic / recording equipment of any kind.
- 8.16** The Client shall avoid connecting excess loads that overload electrical fuses and sockets.
- 8.17** The Client shall not stick or post labels, cardboards, papers, posters or other matters on the rack door.
- 8.18** HKBNES's on-duty staff shall have the right to stop any visitors or Clients from causing damages to any facilities and equipment within the iDC, which may include but are not limited to the following:
- Acts causing physical damage of facilities and equipment
 - Acts modifying or interrupting power supply of facilities and equipment
 - Acts causing damages or activating the fire detectors
 - Acts violating the iDC Rules or adversely affecting the normal operation of the iDC