UNIFIED CARRIER LICENCE TELECOMMUNICATIONS ORDINANCE (Chapter 106)

WTT HK LIMITED ("WTT")

S. INTERNATIONAL SERVICES

Effective date: 17/2/00

S1. International Private Leased Circuit ("IPLC")

IPLC service offers dedicated transmission circuit between WTT's designated Termination Point and the effective mid-point between WTT's Network and the international facilities provided by Far End Operators for international network connection.

The IPLC is provided in clear channel, and may be used for facsimile, data, voice or multimedia transmission. The IPLC may be available with transmission bandwidth magnitudes from 64Kbps to E1 (2,048 Kbps), or even higher bandwidth.

Charges:

Monthly Rental Charges	Zone A Macau,	Zone B China (ex-Guangdong),	Zone C Indian SubContinent,
(in HK\$)	China-Guangdong	Taiwan, South East Asia	Europe, Middle East, UK,
See notes 1, 2 & 3	Offina-Odangdong	and Pacific	North America, Rest of
000 110100 1, 2 0 0			World
64Kbps	\$20,000	\$32,000	\$40,000
128Kbps	\$31,000	\$49,000	\$62,000
192Kbps	\$42,000	\$68,000	\$85,000
256Kbps	\$50,000	\$80,000	\$100,000
320Kbps	\$57,000	\$92,000	\$115,000
384Kbps	\$65,000	\$104,000	\$130,000
448Kbps	\$71,000	\$114,000	\$143,000
512Kbps	\$77,000	\$124,000	\$155,000
576Kbps	\$84,000	\$135,000	\$169,000
640Kbps	\$91,000	\$146,000	\$183,000
704Kbps	\$97,000	\$156,000	\$195,000
768Kbps	\$102,000	\$164,000	\$205,000
832Kbps	\$107,000	\$172,000	\$215,000
896Kbps	\$112,000	\$180,000	\$225,000
960Kbps	\$117,000	\$188,000	\$235,000
1024Kbps	\$122,000	\$196,000	\$245,000
1088Kbps	\$127,000	\$204,000	\$255,000
1152Kbps	\$132,000	\$212,000	\$265,000
1216Kbps	\$137,000	\$220,000	\$275,000
1280Kbps	\$142,000	\$228,000	\$285,000
1344Kbps	\$147,000	\$236,000	\$295,000
1408Kbps	\$152,000	\$244,000	\$305,000
1472Kbps	\$156,000	\$250,000	\$313,000
1536Kbps	\$160,000	\$256,000	\$320,000
1600Kbps	\$163,000	\$261,000	\$327,000
1664Kbps	\$167,000	\$267,000	\$334,000
1728Kbps	\$170,000	\$272,000	\$341,000
1792Kbps	\$174,000	\$278,000	\$348,000
1856Kbps	\$177,000	\$284,000	\$355,000
1920Kbps	\$181,000	\$289,000	\$362,000
1984Kbps	\$184,000	\$295,000	\$369,000
E1 (2,048 Kbps)	\$187,000	\$300,000	\$375,000

Notes:

- Charges for higher bandwidth is the multiple of the above charge according to the number of E1 bandwidth.
- 2. Monthly rental charges will be billed in advance.
- 3. Connection during a billing cycle will attract pro-rated charges.

The following Special Conditions shall apply in respect of the IPLC service:

1. <u>Definition of Terms</u>

"Customer Site" in relation to an IPLC means the customer premises in Hong Kong connected to WTT Termination Point by a Local Leased Line.

"End User" means a person that uses the IPLC solely for the transmission of communications by that customer or its related entities and that does not use or allow the IPLC to be used directly or indirectly by or to provide telecommunications services to any other person.

"Far End Customer Site" in relation to an IPLC means the Customer premises located outside Hong Kong where the corresponding Far End Half Circuit for that IPLC terminates.

"Far End Half Circuit" in relation to an IPLC means the corresponding international dedicated transmission facility between the IPLC interface and the Far End Customer Site approved by WTT.

"Far End Operator" in relation to an IPLC means the telecommunications service operator that provides the corresponding Far End Half Circuit for that IPLC.

"Local Leased Line" means the local leased transmission facility between the Customer Site and WTT Termination Point.

"Local Operator" means any person authorized under the Telecommunication Ordinance to provide Local Leased Lines.

"WTT Termination Point" in relation to an IPLC means the premises designated by WTT as the termination point for that IPLC.

"Telecommunication Service Provider" means any person other than an End User.

Provisioning

- 2.1 IPLC service will only be supplied to the Customer subject to actual service availability, as notified or confirmed by WTT from time to time.
- 2.2 Local Leased Lines service necessary to support the IPLC service may not be available to all proposed Customer Site, and Far End Half Circuits may not be available to all proposed Far End Customer Site.
- 2.3 If the proposed Far End Half Circuit or Local Leased Line nominated by the Customer is not available, WTT will inform the Customer and the Customer may designate a substitute Far End Half Circuit or Local Leased Line. If no substitute Far End Half Circuit or Local Leased Line is designated by the Customer within 7 days, the application will be deemed as cancelled.
- 2.4 WTT will decide and notify the Customer of the proposed IPLC Commencement Date.
- 2.5 The IPLC Commencement Date is subject to the availability of the Local Leased Line and the Far End Half Circuit.
- 2.6 WTT will have no liability for any loss that may be suffered by any person as a result of failing to meet a proposed IPLC Commencement Date.
- 2.7 The quality of transmission using the IPLC will depend on the quality of the Far End Half Circuit and the Local Leased Line from other operators if involved.
- 2.8 The Customer must provide to WTT and the Far End Operator the information and assistance required for implementing and commissioning the IPLC.
- 2.9 The Customer must ensure that WTT and the Far End Operator have access to the Customer Site and Far End Customer Site respectively at reasonable hours on giving reasonable notice for the purposes specified in paragraph 2.8 and provisioning of the IPLC.
- 2.10 The Customer understands that additional terms and conditions may apply in relation to specific network platforms.

3. Far End Half Circuits

- 3.1 The Customer must ensure that:
 - (a) the Far End Operator liaisons directly with and provides reasonable assistance to WTT in relation to the connection and the interworking of the Far End Half Circuit and the Hong Kong End Half Circuit;
 - (b) the interface between the IPLC and the Far End Half Circuit conforms to WTT's technical standards and specifications; and
 - (c) the Far End Half Circuit is installed, tested and made available by the proposed IPLC Commencement Date.
- 3.2 The Customer may request one-stop ordering or billing or fault reporting services, subject to WTT's acceptance of such request. The Customer will be liable for all administration charges in relation to such arrangement.
- 3.3 The Customer will be directly responsible to the Far End Operator for all charges levied by the Far End Operator for the Far End Half Circuit.

4. <u>Local Leased Lines</u>

- 4.1 WTT DATACONNECT service is offered to the Customer for the Local Leased Line segment under a separate tariff. If WTT has no DATACONNECT service access to the Customer Site, the Customer may either obtain the Local Leased Line directly from other Local Operator or appoint WTT as the agent to obtain the Local Leased Line.
- 4.2 If the Customer obtains the Local Leased Line directly from a Local Operator, the Customer must ensure that:
 - (a) the Local Operator liaisons directly with and provides reasonable assistance to WTT in relation to the connection and the interworking of the Local Leased Line and the IPLC;
 - (b) the interface between the Local Leased Line and the IPLC conforms to WTT's specifications;
 - (c) the Local Leased Line is installed, tested and made available by the proposed IPLC Commencement Date; and
 - (d) the Customer will be directly responsible to the Local Operator for all charges levied by it for the Local Leased Line.

- 5. <u>Minimum Subscription Period</u>
- 5.1 The Minimum Subscription Period in relation to each IPLC is 1 year from the relevant IPLC Commencement Date unless otherwise specified.
- 5.2 If, prior to the expiration of the Minimum Subscription Period, the Customer or the Local Operator terminates the Local Leased Line, or the Customer or the Far End Operator terminates the Far End Half Circuit for any reason, or the Customer's contract for the Local Leased Line or Far End Half Circuit expires:
 - (a) if WTT is unable to connect the IPLC to another Local Leased Line or Far End Half Circuit, the Customer must continue to pay all charges in relation to the IPLC until the contract is terminated by the Customer in accordance with this Contract; and
 - (b) the Customer must pay WTT's reasonable costs of arranging connection to another Local Leased Line or Far End Half Circuit if such arrangements can be performed.

6. Use of IPLC

- 6.1 If the IPLC is provided to an End User, the End User:
 - (a) must not directly or indirectly connect the IPLC or the Local Leased Line or any other service or equipment connected to the IPLC or Local Leased Line to the PSTN in Hong Kong, or allow third persons to pass communications directly or indirectly between the PSTN and the IPLC in Hong Kong, whether as a single transaction or separate transactions including on a store and forward basis; and
 - (b) must only allow the IPLC to be used by the Customer and not directly or indirectly allow the IPLC to be used or shared by any other person.
- 6.2 If the IPLC is provided to a Telecommunication Service Provider, the Telecommunication Service Provider:
 - must not use the IPLC to supply a service which is not authorized under a telecommunications licence held by the Customer;
 - (b) must not share the use of the IPLC with any third party;
 - (c) must not allow third parties to share use of the IPLC or any Customer's service;
 - (d) must not allow another telecommunication service provider to use the IPLC to supply a service that is, or which includes, a dedicated unswitched transmission service.