

TOWNGAS TELECOMMUNICATIONS FIXED NETWORK LIMITED

DATA SERVICES - TERMS AND CONDITIONS

1. Definitions

In these terms and conditions, the following words and expressions have the following meanings:

"Data Services" means the data services (including but not limited to leased line services, frame relay services, Internet Protocol Virtual Private Network ("IP VPN") services) provided by the Company, details of which are listed in the Quotation;

"Normal Business Hours" means Monday to Friday 9:00 a.m. to 5:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m., excluding Public Holidays; and

"Service Equipment" means all equipment, cabling and systems provided and installed by the Company in order to provide the Services to the Customer, and excluding any equipment under a separate supply agreement.

Words and phrases (not otherwise defined in these terms and conditions) the definition of which are contained or referred to in the General Terms and Conditions shall be construed as having the same meanings attributed to them.

2. Third Party Network Connections

- a. The Customer must notify the Company of any existing external connections to their network at least seven (7) days prior to the effective delivery date of the Data Services.
- b. The Customer agrees to inform the Company if they intend to connect their network with other networks before they enter into any formal agreement with any third party

3. Services and Equipment

- a. The Company may provide the Service Equipment to the Customer for the provision of the Data Services.
- b. The Customer shall, at its own cost, make available the necessary location and/or other equipment or facilities for the installation of the Service Equipment, including but not limited to the electrical facilities and network connections.
- c. The Company reserves the right at all times to rearrange or alter the configuration of the Data Services in order to maintain the level and quality of the Data Service. The Company shall, where reasonably possible, give at least ten (10) days notice to the Customer before such changes or alterations take place.
- d. The Company shall give notification to the Customer for all service maintenance during Normal Business Hours for alteration or suspensions which shall affect the Customer, and such notice shall be given at least ten (10) days prior to the scheduled event.
- e. If the Customer becomes aware of a defect, fault or impairment in the provision of the Data Services other than in accordance with subclause (a) above, the Customer shall promptly notify the Company of such defect, fault or impairment. Upon such notification to the Company, the Company shall use its reasonable efforts to resolve the defect, fault or impairment as quickly as reasonably possible.
- f. If it is determined that any defect, fault or impairment is a result of:
 - i. the negligence, wilful acts, omissions, or faults of the Customer or its agents;
 - ii. the breach of any term of this Agreement by the Customer or its agent; or
 - iii. the failure or malfunction of the Customer Equipment, the Company is entitled to recover from the Customer all reasonable costs incurred in remedying such defect, fault or impairment.
- g. The Company may at any time substitute, alter, or reconfigure the Service Equipment used in providing the Data Services.
- h. Title to the Service Equipment shall at all times belong to and remain with the Company and the Customer shall not create or

allow any changes, liens or other encumbrances whatsoever to be created upon the Service Equipment.

- i. If the Customer transfers or otherwise changes the location of which the Data Services are delivered to, the Company may require the Customer to pay additional installation charges for the new location and any Data Services support costs resulting from the agreed relocation.
- j. The Company shall not be liable to the Customer or any other person for interruption of the Services or for any other loss, cost or damage caused by or related to the violation of the Agreement.
- k. The Customer agrees that the Service Equipment may not exclusively serve the Services and the Company may share the Service Equipment with third parties.

4. Customer Obligations

- a. The Customer agrees to provide the Company with continuous access and right of way to the Customer's premises when appropriate and necessary to allow the provision and maintenance of the Data Services and Service Equipment. The Customer shall make available to the Company, at no extra cost, the equipment, space and electrical power as reasonably required by the Company in providing the Data Services.
- b. The Customer shall be liable for any and all damages to the Service Equipment caused by:
 - i. the negligent or wilful acts or omissions of the Customer;
 - ii. the breach of any term of this Agreement by the Customer or its agent; or
 - iii. the malfunction or failure of any equipment or facility provided by the Customer or its agents, or suppliers, including but not limited to the Customer Equipment.
- c. The Customer undertakes:
 - i. to operate the Service Equipment in accordance with the Company's instructions and directions including but not limited to, the provision of electrical power to the Service Equipment;
 - ii. to permit the Company to inspect or test the Service Equipment at all reasonable times;
 - iii. to keep the Service Equipment at the Customer's premises and stationary at all times;
 - iv. not to add, modify, relocate, reconfigure or in any way interfere with the Service Equipment;
 - v. not to cause the Service Equipment to be removed, repaired, serviced or otherwise attended to except with the permission of the Company;
 - vi. not to remove, tamper with or obliterate any words or labels from the Service Equipment or any parts thereof;
 - vii. to return the Service Equipment in good state and condition to the Company on termination of this Agreement;
 - viii. to allow the Company to access to the Customer premises to remove the Service Equipment;
 - ix. to provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer's premises; and
 - x. to identify, monitor, remove and dispose of any hazardous materials prior to any work being performed by the Company at the Customer's premises and shall indemnify, defend and hold the Company harmless from any liability incurred in the use of or in connection with hazardous materials at the Customer's premises. The Company shall have no liability in respect of any damage or loss arising out of or in connection with the Customer's failure to comply with this clause.

名氣通電訊固網有限公司

數據服務 – 條款及細則

1. 定義

在本條款及細則中，以下詞彙和表述具有以下含義：

“**數據服務**”指本公司提供的數據服務（包括但不限於租用線路服務、訊框中繼服務、IP 虛擬專用網（“**IP VPN**”）服務），詳情列於報價；

“**正常營業時間**”指週一至週五上午 9:00 至下午 5:00，以及週六上午 9:00 至下午 1:00，公眾假期除外；及

“**服務設備**”指公司為客戶提供服務而安裝的所有設備、電纜和系統，但不包括在另外的供應協議下的任何設備。

本條款及細則中未另行定義的詞彙和字句，其定義應解釋為在一般條款及細則中賦予它們的相同涵義。

2. 第三方網路連線

- a. 客戶必須在數據服務的有效交付日期前至少七 (7) 天將其網路的任何現有外部連接知會本公司。
- b. 客戶同意在與任何第三方簽訂任何正式協議之前，通知本公司是否擬將其網路與其他網路連接起來。

3. 服務及設備

- a. 本公司可向客戶提供用於提供數據服務的服務設備。
- b. 客戶應自費提供安裝服務設備所需的場地和/或其他設備或設施，包括但不限於電力設施和網路連接。
- c. 本公司保留隨時重新安排或更改數據服務配置的權利，以維持數據服務的水平和品質。本公司應在合理可能的情況下，在發生此類變更或修改之前至少提前十 (10) 天通知客戶。
- d. 本公司應在正常營業時間內就將會影響客戶的所有維修服務（包括更改或暫停維修服務）向客戶發出通知，該通知應在維修服務作出前至少十 (10) 天向客戶發出。
- e. 如客戶察覺除上文(a)款所述以外的數據服務存在缺陷、故障或損害，客戶應立即將該等缺陷、故障或損害通知本公司。在通知本公司後，本公司應合理盡快解決該缺陷、故障或損害。
- f. 如果確定缺陷、過失或損害是由以下原因造成：
 - i. 客戶或其代理人的疏忽、故意的行為、遺漏或過失；
 - ii. 客戶或其代理人違反本協議的任何條款；或
 - iii. 客戶設備故障或失靈，本公司有權向客戶追討為補救該缺陷、故障或損害而產生的所有合理費用。
- g. 本公司可隨時更換、更改或重新配置用於提供數據服務的設備。
- h. 服務設備的所有權在任何時候均屬於本公司，客戶不得在服務設備上設立或允許設立任何變更、留置權或其他產權負擔。
- i. 如果客戶轉移或變更數據服務地點，本公司有權要求客戶支付因轉移新地點而產生的額外安裝費用和其他數據服務補助費用。
- j. 本公司不會對客戶或其他人士承擔因違反本協議而造成的服務中斷或其他損失、費用或損害。
- k. 客戶同意服務的設備並非限於提供本服務，本公司有權與第三方共用服務設備。

4. 客戶的義務

- a. 客戶同意在適當和必要時持續向本公司提供進入客戶場地的通行權，以便提供和保養數據服務和服務設備。客戶應提供本公司本數據服務合理需要的設備、空間和電力，而無需支付額外費用。
- b. 客戶應對以下原因導致服務設備的損壞負責：
 - i. 客戶的疏忽或故意或遺留行為；
 - ii. 客戶或其代理人違反本協議的任何條款；或
 - iii. 客戶或其代理人或供應商提供的任何設備或設施發生故障或失效，包括但不限於客戶設備。
- c. 客戶承諾：
 - i. 按照公司的指示和指引操作服務設備，包括但不限於提供電力給服務設備；
 - ii. 允許本公司在合理時間檢查或測試服務設備；
 - iii. 在任何時間將服務設備穩固地放置在客戶的處所；
 - iv. 不得新增、修改、遷移、重新配置或以任何方式干擾服務設備；
 - v. 除非獲得本公司許可，客戶不得將服務設備移除、修理、維修或以其他方式處理服務設備；
 - vi. 不得移除、篡改或塗掉服務設備或其任何部分的任何文字或標籤；
 - vii. 在本協議終止時，將服務設備以良好的狀態歸還給本公司；
 - viii. 允許本公司進入客戶處所移除服務設備；
 - ix. 於客戶處所提供安全的工作場地，並遵守與客戶處所工作條件相關的所有法律和法規；及
 - x. 客戶應在本公司在其處所進行工作之前，識別、監測、移除和處置所有危險物料，並免除本公司因危險物料所產生的任何責任。對於因客戶未能遵守本條款而產生或與之相關的任何損害或損失，本公司概不負責。

上述中文譯本僅供參考，文義如與英文正本有所歧異，概以英文版本為準。