

**TERMS AND CONDITIONS FOR THE
RESTORATION OF OTHER CABLES ON SMW4**

Issue: March, 2006

1. SMW4 CABLE SYSTEM

- 1.1. SMW4 Cable System connects the following cities(countries): Tuas (Singapore), Melaka (Malaysia), Satun (Thailand), Cox's Bazar (Bangladesh), Chennai (India), Colombo (Sri Lanka), Mumbai (India), Karachi (Pakistan), Fujairah (UAE), Jeddah (Saudi Arabia), Suez (Egypt), Cairo (Egypt), Alexandria (Egypt), Palermo (Italy), Bizerte (Tunisia), Annaba (Algeria), and Marseille (France). (Please see Annex 1).
- 1.2. This paper explains the Terms and Conditions for which other cable systems may use SMW4 for restoration in the event of cable faults in their systems.

2. TECHNICAL

- 2.1. SMW4 Cable System is a DWDM system based on standard ITU-T SDH specifications. There are two fibre pairs ("Express" and "Omnibus") which connect the various nodes terminating to the SDH Interconnection Equipment (SIE) (see Annex 2.)
- 2.2. Access to SMW4 shall be at the System Interface (S.I.) STM-10/e level, STM-4 or STM-16 or STM-64 or Direct Wavelength Access via SLTE depending on the restoration capacity request and the availability of hardware at the respective stations. It is the responsibility of cables systems requiring restoration to arrange access by establishing media at his own cost (if required) to the SMW4 cable station S.I. and make necessary payments to terrestrial facility providers, if any.
- 2.3. The capacity provided to the requesting cable system may be revoked at any time in the event of sudden traffic/operational requirements of SMW4. In such case any advance payments made to SMW4 will be re-funded to the requester in pro-rated basis to the actual period of availability.
- 2.4. It is the responsibility of the requesting cable system to implement and actively pursue cable repair of their faulted cable system as soon as possible. Any intentional delay or negligence in the expediting of repairs of the faulted cable system, may jeopardise the Terms and Conditions of this Agreement between SMW4 and the cable system requesting the restoration service. SMW4 consortium shall remain the sole judge under such conditions, and SMW4 reserves the right to rescind immediately all the capacity provided to the requesting cable system, or increase the charge rates, by mutual agreement.

(Note: All rescinded capacity continue to be liable to pay for the usage of prior to the rescission according to the selected charge scheme described in paragraph 3 of this Terms and Conditions).

3. CHARGES (2006)

- 3.1 Charges will be levied for requests for usage of SMW4 capacities for restoration, except for cases of "Mutual Aid Restoration Agreements" which shall be subject to the rules so

agreed, and approved by SMW4 MC. The Charging rates is prorated according the Network Distance as given in the C&MA, and the prices are indicated in the table.

3.2 Two options for charging for restoration capacity are defined as follows:

Option A (Adhoc Restoration service on daily charge basis):-

- A1. The requesting Cable System (who shall channel their request through ORLO - “Overall Restoration Liaison Officer” - or equivalent single point of contact) may select this option if it intends to pay for the SMW4 capacity on a daily-rated basis when a cable failure occurs. This option means capacity will be provided by SMW4 on “as and when” basis as per requirement.
- A2. SMW4 ORLO will attempt to make available requested capacity as soon as possible upon entering into agreement.
- A3. ORLO of requesting cable shall be required to provide plan of repair work and daily progress of repair activity to SMW4 ORLO.
- A4. The capacity shall be withdrawn upon completion of event. “Event” means the activities which transpire between the time restoration facilities are requested from SMW4 and the time when the requesting cable normalises its traffic (after completion of repairs).
- A5. Daily Charge rates shall be levied for up to 20 days of usage. However if an event exceeds 30 days the SMW4 MC after AR&RSC's recommendation reserves the right to levy a further charge according to daily usage.

(Examples:

As shown in the embedded table, some typical prices for reference are as follows:

Tuas Mumbai US\$60,011 per STM1 per day up to 20 days cap of charges per event

Tuas Alexandra US\$102,848 per STM1 per day up to 20 days cap of charges per event

Tuas Marseilles US\$117,223 per STM1 per day up to 20 days cap of charges per event

Note: Special Discount for STM4 : Count as 3 x STM1 charges

Special Discount for STM16 : Count as 11 x STM1 charges)

Option B (Pre-paid) :-

- B1. The requesting cable system may select this Option B if it intends to pay a Fixed Charge to SMW4 consortium for covering possible events of failure during a specified period.
- B2. The specified period shall be a minimum of half a calendar year and shall be a multiple of half calendar years. The period shall start on either 1st January or 1st July. The requesting cable may enter this agreement at any time, but if it does so part way through a half-year period it will pay for the whole of that period.
- B3. The requesting cable ORLO shall enter into an advance agreement with SMW4 to secure the availability of this Option B restoration service. The standard lead time for restoration resources made available under this option B shall be 7 calendar days which shall commence when the requesting cable enters into a binding agreement with SMW4.
- B4. The annual charges are shown in Clause 3.1. Where the restoration service is for a half year period 50% of the yearly Fixed Charges shall be payable to SMW4.
- B5. Restoration resources shall be provisioned in “defined” state and NOC will “implement” the path as and when the requesting cable suffers a fault in their wet plant and require the restoration resource from SMW4.

- B6 Restoration capacity will be provided without further charge, for a maximum period of 30 days per event. However, if an event exceeds 30 days the SMW4 MC after AR&RSC's recommendation reserves the right to levy a further charge according to daily usage.

(Examples: As shown in the embedded table, some typical prices are as follows:

Palermo Bizerte US\$28,420 per annum per STM1

Tuas to Mumbai, about US\$391,860 per annum

Tuas to Alexandria about US\$671,580 per annum

Tuas to Marseilles about US\$765,450 per annum.

Note: Special Discount for STM4 : Count as 3 x STM1 charges
Special Discount for STM16 : Count as 11 x STM1 charges)

- 3.3 Change of Option from “A” to “B” shall be permitted only after completion of event under progress.

4 DETAILED PROCEDURES

- 4.1 The above mentioned Charges are applicable from 1st Jan to 31st Dec of a calendar year starting from 2006 and remain in force for each calendar year beyond 2006 unless it is further reviewed and approved by the Management Committee.
- 4.2 The SMW4 Consortium's ORLO (SingTel), will receive requests only from requesting Cable's ORLO or equivalent representative. Individual request from carriers WILL NOT be entertained by SMW4 ORLO.
- 4.3 Requesting cable system's ORLO shall contact SMW4 ORLO, and provide by email or fax, the following minimal information:
- I. The **List of Bearers** to be restored via SMW4, indicating for each bearer, the node terminating country, and the preferred interconnecting port type at respective SMW4 stations, e.g. STM-1(e or o), STM-4 or STM-16 etc..
 - II. **Compliance Statement** indicating the **agreement** to the SMW4 Terms and Conditions of usage (this document) including that of charges
 - III. Statement indicating **PAYMENT METHOD** which could be one of the following options:
 1. Central Billing Party (or equivalent) of the requesting cable system will pay SMW4 CBP the appropriate amount as identified in “Summary Statement of Restoration Charges” (as calculated against number of days, for Daily Based option, or as calculated based on semi annual option). Summary Statement shall be validated by ORLO of both cable systems prior to invoicing.
- OR 2** End users of failed cable system, as individually identified in “Summary Statement of Restoration Charges” will pay to SMW4 (i.e. SMW4 CBP to invoice end users directly based on a Summary Statement to be prepared by the requesting cable system and validated)

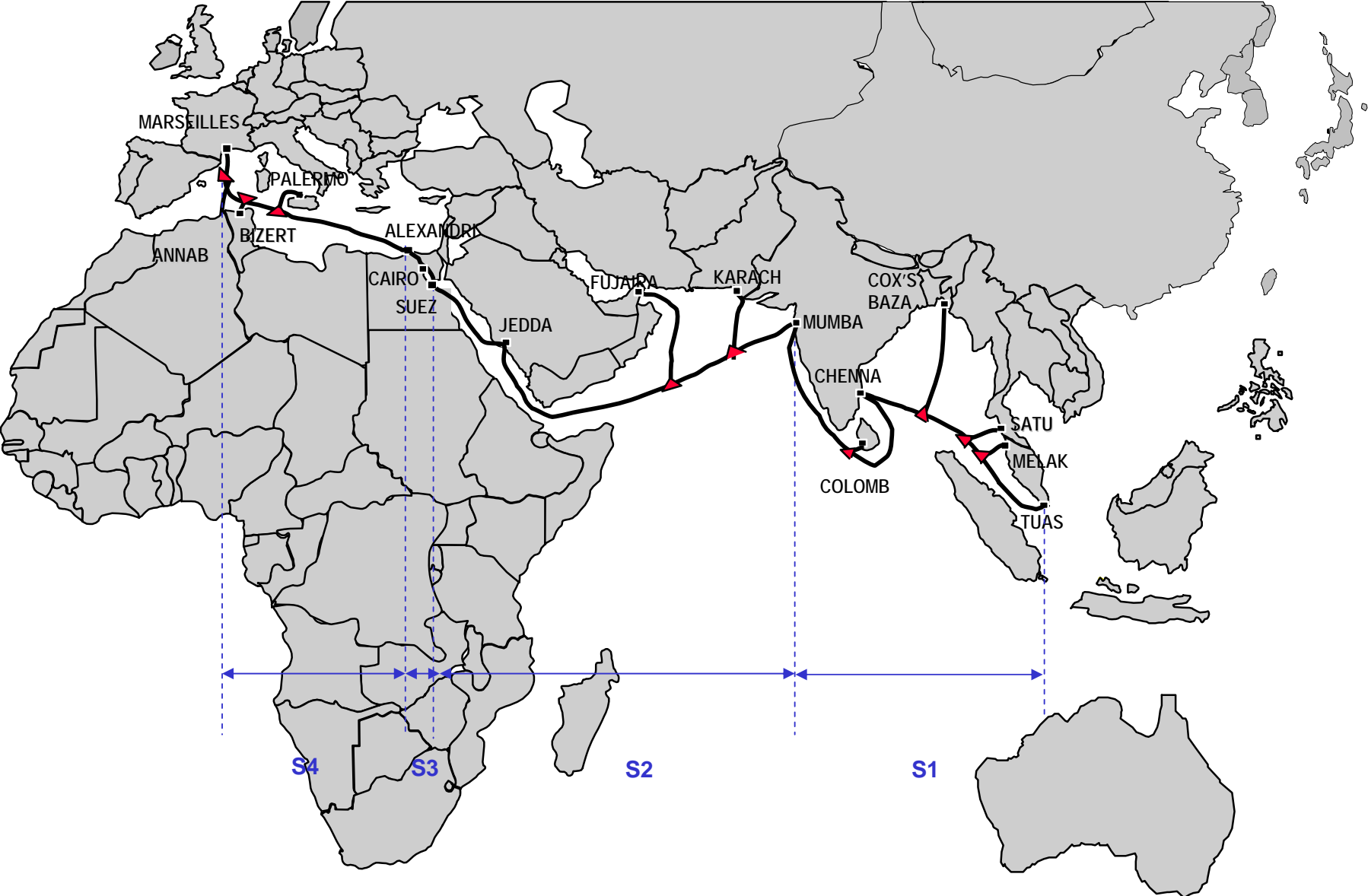
(The SMW4 consortium prefers Option III (1))

- IV. Contact points of requesting Cable stations to facilitate co-ordination of inter-station fibre patching.
- 4.4 Upon receipt of the formal request from the requesting ORLO, SMW4 ORLO shall confirm the availability of restoration resources on SMW4 network and follow up with the technical arrangements with the cooperation of the BNOC and the terminal cable stations.
- 4.5 For Option A (Daily charge based), within 1 month of the normalisation of the bearers, the requesting cable system must provide the Summary Statement of Restoration Charges to their users and this document must be copied to the SMW4 ORLO for validation. Such Summary Statement should indicate clearly the amounts which may be collected by the SMW4 CBP (Telekom Malaysia) who is designated as the agent for restoration revenue collection and distribution on behalf of SMW4 Consortium from requesting cable CBP
- 4.6 For Option B (Pre-Paid), the payments are to be made on semi annual basis in advance for the restoration capacity requested upon issue of invoice by SMW4 CBP twice a year upon receipt of advice from SMW4.

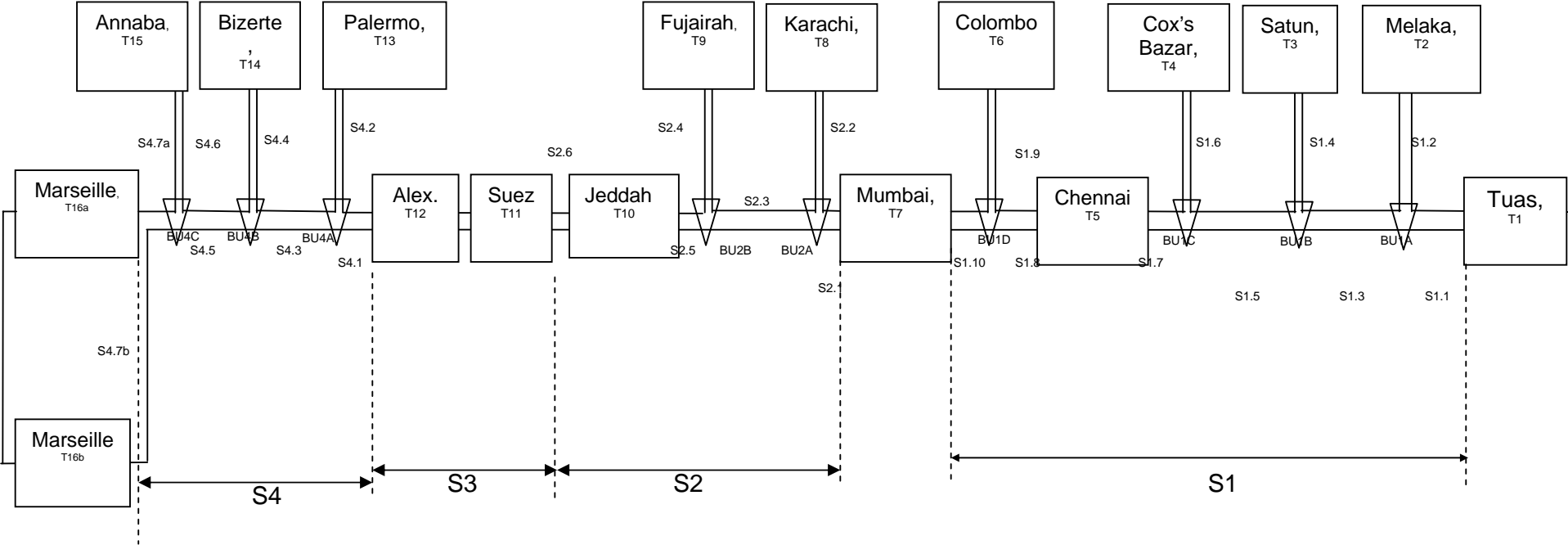
5 DEFAULT

- 5.1 In case of default in payment, immediate action shall be taken by ORLO to deny the restoration service to the requesting cable system. In addition, , the SMW4 CBP shall take measures as appropriate to deal with the non-payments according to the rules prescribed by the MC from time to time.

Annex 1: SEA-ME-WE 4 CABLE SYSTEM



SEA-ME-WE 4 Network Configuration:
Sub-Segments S



SMW4 Link Charges OPTION A DAILY CHARGE BASIS

Per STM1 per km per day **US\$11** (max charge up to 20 days worth per Event)
 STM4 count as 3x STM1, STM16 count as 11 x STM1

Distance in km according to SMW4 C&MA:

Disc Lengths	Tuas	Melaka	Satun	Cox's Bazar	Chennai	Colombo	Mumbai	Karachi	Fujairah	Jeddah	Suez	Alexandria	Palermo	Bizerte	Annaba
Melaka	271														
Satun	1,078	891													
Cox's Bazar	3,122	2,952	2,543												
Chennai	2,919	2,747	2,334	2,191											
Colombo	4,068	3,906	3,517	3,382	1,309										
Mumbai	5,598	5,451	5,096	4,973	3,070	1,947									
Karachi	6,672	6,536	6,207	6,093	4,320	3,268	1,436								
Fujairah	7,152	7,021	6,704	6,594	4,884	3,865	2,088	1,883							
Jeddah	8,783	8,672	8,401	8,307	6,828	5,936	4,362	4,180	3,984						
Suez	9,439	9,336	9,087	9,000	7,626	6,792	5,312	5,140	4,955	1,170					
Alexandria	9,594	9,494	9,250	9,165	7,817	6,997	5,540	5,371	5,188	1,454	297				
Palermo	10,599	10,515	10,309	10,237	9,077	8,359	7,068	6,917	6,754	3,375	2,317	2,044			
Bizerte	10,620	10,536	10,331	10,259	9,103	8,388	7,101	6,950	6,787	3,417	2,361	2,089	406		
Annaba	10,722	10,640	10,439	10,369	9,234	8,530	7,262	7,113	6,952	3,622	2,577	2,308	641	438	
Marseilles	10,935	10,856	10,664	10,597	9,508	8,829	7,601	7,457	7,301	4,057	3,036	2,772	1,141	942	826

Calculated Prices

	Tuas	Melaka	Satun	Cox's Bazar	Chennai	Colombo	Mumbai	Karachi	Fujairah	Jeddah	Suez	Alexandria	Palermo	Bizerte	Annaba
Melaka	US\$2,905														
Satun	US\$11,556	US\$9,552													
Cox's Bazar	US\$33,468	US\$31,645	US\$27,261												
Chennai	US\$31,292	US\$29,448	US\$25,020	US\$23,488											
Colombo	US\$43,609	US\$41,872	US\$37,702	US\$36,255	US\$14,032										
Mumbai	US\$60,011	US\$58,435	US\$54,629	US\$53,311	US\$32,910	US\$20,872									
Karachi	US\$71,524	US\$70,066	US\$66,539	US\$65,317	US\$46,310	US\$35,033	US\$15,394								
Fujairah	US\$76,669	US\$75,265	US\$71,867	US\$70,688	US\$52,356	US\$41,433	US\$22,383	US\$20,186							
Jeddah	US\$94,154	US\$92,964	US\$90,059	US\$89,051	US\$73,196	US\$63,634	US\$46,761	US\$44,810	US\$42,708						
Suez	US\$101,186	US\$100,082	US\$97,413	US\$96,480	US\$81,751	US\$72,810	US\$56,945	US\$55,101	US\$53,118	US\$12,542					
Alexandria	US\$102,848	US\$101,776	US\$99,160	US\$98,249	US\$83,798	US\$75,008	US\$59,389	US\$57,577	US\$55,615	US\$15,587	US\$3,184				
Palermo	US\$113,621	US\$112,721	US\$110,512	US\$109,741	US\$97,305	US\$89,608	US\$75,769	US\$74,150	US\$72,403	US\$36,180	US\$24,838	US\$21,912			
Bizerte	US\$113,846	US\$112,946	US\$110,748	US\$109,976	US\$97,584	US\$89,919	US\$76,123	US\$74,504	US\$72,757	US\$36,630	US\$25,310	US\$22,394	US\$4,352		
Annaba	US\$114,940	US\$114,061	US\$111,906	US\$111,156	US\$98,988	US\$91,442	US\$77,849	US\$76,251	US\$74,525	US\$38,828	US\$27,625	US\$24,742	US\$6,872	US\$4,695	
Marseilles	US\$117,223	US\$116,376	US\$114,318	US\$113,600	US\$101,926	US\$94,647	US\$81,483	US\$79,939	US\$78,267	US\$43,491	US\$32,546	US\$29,716	US\$12,232	US\$10,098	US\$8,855

SMW4 Link Charges OPTION B ANNUAL CHARGE BASIS

Per STM1 per YEAR US\$70 per km
 STM4 count as 3x STM1, STM16 count as 11 x STM1

Distance in km according to SMW4 C&MA:

Disc Lengths	Tuas	Melaka	Satun	Cox's Bazar	Chennai	Colombo	Mumbai	Karachi	Fujairah	Jeddah	Suez	Alexandria	Palermo	Bizerte	Annaba
Melaka	271														
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Calculated Prices

	Tuas	Melaka	Satun	Cox's Bazar	Chennai	Colombo	Mumbai	Karachi	Fujairah	Jeddah	Suez	Alexandria	Palermo	Bizerte	Annaba
Melaka	US\$18,970														
Satun	US\$75,460	US\$62,370													
Cox's Bazar	US\$218,540	US\$206,640	US\$178,010												
Chennai	US\$204,330	US\$192,290	US\$163,380	US\$153,370											
Colombo	US\$284,760	US\$273,420	US\$246,190	US\$236,740	US\$91,630										
Mumbai	US\$391,860	US\$381,570	US\$356,720	US\$348,110	US\$214,900	US\$136,290									
Karachi	US\$467,040	US\$457,520	US\$434,490	US\$426,510	US\$302,400	US\$228,760	US\$100,520								
Fujairah	US\$500,640	US\$491,470	US\$469,280	US\$461,580	US\$341,880	US\$270,550	US\$146,160	US\$131,810							
Jeddah	US\$614,810	US\$607,040	US\$588,070	US\$581,490	US\$477,960	US\$415,520	US\$305,340	US\$292,600	US\$278,880						
Suez	US\$660,730	US\$653,520	US\$636,090	US\$630,000	US\$533,820	US\$475,440	US\$371,840	US\$359,800	US\$346,850	US\$81,900					
Alexandria	US\$671,580	US\$664,580	US\$647,500	US\$641,550	US\$547,190	US\$489,790	US\$387,800	US\$375,970	US\$363,160	US\$101,780	US\$20,790				
Palermo	US\$741,930	US\$736,050	US\$721,630	US\$716,590	US\$635,390	US\$585,130	US\$494,760	US\$484,190	US\$472,780	US\$236,250	US\$162,190	US\$143,080			
Bizerte	US\$743,400	US\$737,520	US\$723,170	US\$718,130	US\$637,210	US\$587,160	US\$497,070	US\$486,500	US\$475,090	US\$239,190	US\$165,270	US\$146,230	US\$28,420		
Annaba	US\$750,540	US\$744,800	US\$730,730	US\$725,830	US\$646,380	US\$597,100	US\$508,340	US\$497,910	US\$486,640	US\$253,540	US\$180,390	US\$161,560	US\$44,870	US\$30,660	
Marseilles	US\$765,450	US\$759,920	US\$746,480	US\$741,790	US\$665,560	US\$618,030	US\$532,070	US\$521,990	US\$511,070	US\$283,990	US\$212,520	US\$194,040	US\$79,870	US\$65,940	US\$57,820