

SERVICE TERMS FOR A2P SMS SERVICE

1. INTRODUCTION

- 1.1 These Service Terms for A2P SMS Service are applicable where Customer purchases A2P SMS Service from the Selling Entity as stated in the Service Order Form for A2P SMS Service (the "Supplier"). For existing Customer, in addition to these terms in this document, the A2P SMS Service is subject to the Master Services Agreement concluded by the Parties ("**MSA**") or in the absence of a MSA, the General Terms and Conditions of the Supplier as displayed at <https://www.chinatelecomeurope.com/legal-docs/> ("**General Terms and Conditions**"). For new Customer, unless Customer agrees to be bound by the General Terms and Conditions of the Supplier, Customer and Supplier shall enter into a Master Services Agreement and agree on these Service Terms for A2P SMS Service for the purpose of purchase and provision of A2P SMS Service.

2. AGREEMENT

- 2.1 The Agreement between Customer and Supplier shall include these Service Terms for A2P SMS Service, the MSA, or in the absence of the MSA, the General Terms and Conditions and the relevant Service Order Forms (hereinafter referred to as "**Agreement**").
- 2.2 In the event of any conflict between the terms and conditions set out in any parts of this Agreement, the terms shall be applied in the following order in decreasing order of precedence:
- (a) the Service Order;
 - (b) the Service Terms for A2P SMS Service in this document;
 - (c) the MSA or in the absence of the MSA, the General Terms and Conditions; and
 - (d) any other document incorporated by express reference.
- 2.3 Any words and expressions as well as principles of interpretation set out in the MSA or in the absence of the MSA, the General Terms and Conditions shall have the same meaning and the same effect in these Service Terms for A2P SMS Service.

3. DEFINITIONS

"A2P SMS Services" means the international SMS services provided by the Supplier to the Customer to: (1) send SMS Messages to the Participating Operators; and (2) receive SMS Messages from Participating Operators and other operators via Supplier 's Network, designed to provide the Customer with a single network interconnection point to reach global operators for the purpose of distributing international SMS Messages, and allow the Customer to access such services providing interworking message transport, delivery and exchange of SMS Messages without requiring individual interconnection agreements between the Customer, the Participating Operators and other operators;

"A2P SMS Services Charges" means all Charges charged by the Supplier for the supply of the A2P SMS Services as calculated in accordance with Clause 9 of these Service Terms;

"A2P SMS Services Order Form" means the Order Form for the A2P SMS Services executed by both parties;

"End User" means any person who uses a Service or to whom a Service is resold or sublet and includes the Customer

"Effective Date" means the date upon which the parties execute the A2P SMS Services Order Form;

"Emergency Maintenance" means maintenance that is not Scheduled Maintenance;

"GSM" means the **Global System for Mobile Communications**, the standard developed by the European Telecommunications Standards Institute describing the protocols for second-generation digital cellular networks used by mobile devices;

"Participating Operator(s)" mean operator(s) who have entered into a commercial relationship with the Supplier or with a third party SMS hub provider for the purpose of the A2P SMS Services;

"Service Commencement Date" means the date from which the A2P SMS Services to be provided by the Supplier as specified in the A2P SMS Services Order Form, or if the parties are unable to commence the A2P SMS Services on such date, any other dates as mutually agreed between the parties;

"Service Initial Term" means the initial term for the A2P SMS Services as specified in the A2P SMS Services Order Form, or, if not specified in the A2P SMS Services Order Form, a period of twelve (12) calendar months;

"Service Renewal Term" means the renewal term for the A2P SMS Service as specified in the A2P SMS Services Order Form, or, if not so specified in the A2P SMS Services Order Form, successive periods of one (1) month;

"Scheduled Maintenance" means maintenance that is performed by the Supplier during its standard maintenance window;

"SMS" means short message service;

"SMS Message" means a point-to-point transmission of text message using SMS as defined under the GSM;

"Spam", "Fraud" or "Unsolicited SMS" means:

- (a) SMS Messages that are sent to End Users without the End Users' prior consent or otherwise without meeting the requirements of Applicable Laws; and/or
- (b) any unlawful or fraudulent SMS Messages sent to End Users; and

"Unavailability" means the nodes where the A2P SMS Services is not available to the Customer, which shall not include periods covered by Scheduled Maintenance or Emergency Maintenance.

4. **A2P SMS SERVICES PROVISIONING**

- 4.1 On its execution of the A2P SMS Services Order Form, the Supplier agrees to provide, whether through itself or an Affiliate, the A2P SMS Services to the Customer as described in these Service Terms.
- 4.2 Both parties shall connect and keep their respective Systems connected in the manner as agreed between the parties from time to time, at the point of interconnection to be agreed between the parties in writing (the **"Point of Interconnection"**). Each party agrees to convey Traffic from its System to the other party's System, at its own cost and expense, for the purpose of providing the A2P SMS Services in accordance with the terms and conditions of these Service Terms.

5. USE OF THE SERVICE

- 5.1 The Customer may use the A2P SMS Services for the purpose of providing international SMS to End Users who have subscribed to the Customer's own mobile network, and not for any other purpose.
- 5.2 The Customer may resell, transfer or otherwise make available the A2P SMS Services to the extent permitted by Applicable Laws.
- 5.3 The Supplier reserves the right to and shall be entitled to block all incoming SMS Messages from any route at the gateway as requested by the Customer to stop Spam, Fraud and/or Unsolicited SMS. The Customer acknowledges and agrees that the Supplier will not be responsible for any Loss suffered by the Customer in relation to or in connection with such Spam, Fraud or Unsolicited SMS.

6. TERM

- 6.1 These Service Terms shall become effective on the Effective Date and continue throughout the Service Initial Term and the Service Renewal Term (if any).
- 6.2 The Supplier shall start to deliver the A2P SMS Services to the Customer from the Service Commencement Date and for the period of the Service Initial Term, and thereafter shall automatically extend for the Service Renewal Term, unless either party gives the other party prior written notice no less than thirty (30) days before the expiry date of the Service Initial Term or the relevant Service Renewal Term of its intention to terminate the A2P SMS Services upon expiration of the Service Initial Term or the relevant Service Renewal Term.

7. SUPPLIER'S OBLIGATIONS

- 7.1 From the Effective Date, the Supplier shall conduct initial SMS tests between the Point of Interconnection of the Supplier and the Customer, and shall, during the Service Initial Term and the Service Renewal Term (if any), support on-going tests between the Networks of: (1) the Supplier; and (2) the Participating Operators and other operators.
- 7.2 The Supplier shall arrange and provide SMS interworking submitted from the Customer's System via the Supplier's Network between: (1) the Customer; and (2) the Participating Operators selected by the Customer from time to time.
- 7.3 The Supplier shall maintain a routing configuration for the SMS interworking Participating Operators selected by the Customer during the Service Initial Term and the Service Renewal Term (if any).

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall be responsible for all direct and indirect costs, fees and expenses it incurs in connection with the establishment of a network connection to SMS gateway Point of Interconnection for the purpose of receiving the A2P SMS Services, and shall ensure its System, Network and such connections meet and continue to meet the Supplier's minimum security requirements at required under this Agreement.
- 8.2 The Customer must employ standard implementation protocols which fully conform to messaging specifications as required by the Supplier from time to time at the Customer's own cost and expense.
- 8.3 The Customer shall provide information and/or documentation at its own cost and expense as requested by the Supplier from time to time to facilitate SMS interworking between the Participating Operators and the Customer, and shall promptly notify the Supplier of any update, change or amendment to such information and/or documentation.

- 8.4 The Customer acknowledges and agrees that the lead-time for implementation of the A2P SMS Services to new Participating Operators selected by the Customer is subject to and dependent upon the internal procedures, rules and policies of the relevant international carriers. Upon selection of the new Participating Operators by the Customer, the Supplier shall use reasonable endeavours to keep the Customer informed of the progress of the implementation of the A2P SMS Services.
- 8.5 The Customer shall only utilise and use the A2P SMS Services as permitted under and in strict compliance with Applicable Laws, and the Customer further acknowledges and agrees that, if the Customer is providing SMS services to End Users located within the People's Republic of China, whether directly or indirectly, it shall comply with, and shall procure its End Users to comply with, Terms of Acceptance as attached to the Service Order Form for A2P SMS Service.

9. CHARGES

- 9.1 The Customer shall pay the Supplier the A2P SMS Services Charges for each **"Submitted SMS"** as specified in each A2P SMS Services Order Form.

- 9.2 The Supplier may amend:

- (a) the list of Participating Operators as specified on the A2P SMS Services Order Form; and/or
- (b) the tariffs under these Service Terms to the extent required, approved or updated by the applicable Regulators from time to time,

by giving the Customer seven (7) days' prior written notification before the effective date of such amendment(s).

- 9.3 The Supplier may:

- (a) increase the rates for the A2P SMS Service Charges under Clause 9.1 by giving seven (7) days prior written notice to the Customer; and
- (b) decrease the rates for the A2P SMS Service Charges under Clause 9.1 by giving written notice to the Customer, which shall take effect immediately upon receipt of such notice by the Customer.

- 9.4 The parties acknowledge and agree that the Customer shall be responsible for and settle the undisputed A2P SMS Services Charges incurred by itself to the Supplier without any set-off, deduction, withholding, restriction, counterclaim or condition whatsoever.

- 9.5 For the purpose of this Clause:

"MO Price" means the price charged for each mobile originated Submitted SMS;

"MT Price" means the price charged for each mobile terminated Submitted SMS; and

"Submitted SMS" means the SMS Message successfully submitted by the Customer through its System and terminated at the Supplier's SMS centre.

10. INVOICING AND PAYMENT

- 10.1 The parties acknowledge and agree that the invoicing and payment arrangements for the A2P SMS Services Charges shall be in accordance with the provisions of the MSA or in the absence of the MSA, the General Terms and Conditions.

11. **BILLING DISPUTES**

- 11.1 The parties acknowledge and agree that any Billing Dispute in relation to the A2P SMS Services Charges shall be resolved in accordance with the provisions of the MSA or in the absence of the MSA, the General Terms and Conditions.
- 11.2 Further to Clause 11.1 above, in case of any Billing Dispute, the Traffic report of the Supplier shall be final and determinative of a Bill Dispute and be deemed a complete and correct record for the relevant period.

12. **SECURITY DEPOSIT**

- 12.1 Further to the provisions of the MSA or in the absence of the MSA, the General Terms and Conditions, upon execution of these Service Terms, the Customer shall provide the Supplier with a security deposit of US\$100,000 in the form of a bank guarantee or cash deposits for the payment of charges under this Agreement (the "**Security Deposit**").
- 12.2 The Customer may, at its sole discretion, vary the value of the Security Deposit within seven (7) days upon receipt of written notice from the Supplier requiring it to do so in the following circumstances:
- (a) the Customer failing to pay undisputed Charges due under these Service Terms; or
 - (b) the Supplier having reasonable grounds to believe that the Customer's financial position has materially deteriorated to the extent that the Customer may not be able to fulfil its obligations to pay any Charges when due.
- 12.3 If the Customer fails to pay any undisputed Charges falling due under these Service Terms:
- (a) the Supplier may apply the Security Deposit, or any part of it, in satisfaction of such unpaid Charges; and
 - (b) the Customer shall immediately restore and make up the amount of the Security Deposit to the amount as required under these Service Terms.
- 12.4 On termination of these Service Terms, the Supplier may apply the Security Deposit, or any part of it, in satisfaction of any unpaid Charges, provided that within thirty (30) days after receiving payment in full for all Charges, the Security Deposit (or any balance) shall be released to the Customer. If the Security Deposit is in the form of cash deposit, the Supplier reserves the right to retain interest, if any, accruing on the Security Deposit.
- 12.5 Provision by the Customer of any Security Requirement does not:
- (a) relieve the Customer from any of its obligation to pay the Charges to the Supplier; or
 - (b) affect any right of the Supplier to suspend or terminate the A2P SMS Services or these Service Terms, whether in whole or in part, in accordance with this Agreement.

13. **CREDIT LIMIT**

- 13.1 Further to the provision of the MSA or in the absence of the MSA, the General Terms and Conditions, the Customer's usage of the A2P SMS Services will be subject to a credit limit of US\$10,000, whether billed or unbilled by the Supplier (the "**Credit Limit**"). If, in any calendar month, the total amount of Charges incurred by the Customer reaches the Credit Limit, the Supplier shall immediately notify the Customer in writing, and the Supplier shall no longer be obliged to supply the A2P SMS Services to the Customer under the terms of

this Agreement, up and until when the Supplier has issued an invoice for such Charges to the Customer and the Customer has settled such invoice accordingly.

13.2 Once the invoice issued pursuant to Clause 13.1 above is properly settled by the Customer and payment is received by the Supplier, the Supplier may resume providing the A2P SMS Services to the Customer.

13.3 the Supplier shall be entitled to adjust the amount of the Credit Limit without prior written notice to the Customer in the event that the Supplier has reasonable grounds to believe that the Customer's financial position has materially deteriorated such that the Supplier believes that Customer may not be able to fulfil its obligations to pay any Charges when due.

14. **SERVICE LEVEL AVAILABILITY**

14.1 The Supplier shall use all commercially reasonable endeavours to maintain service availability of the A2P SMS Services ("**Service Availability**") at 99.5% per month. Such availability corresponds to a maximum of 216 minutes of unavailability of the A2P SMS Services on a monthly basis.

14.2 Service Availability is measured and calculated monthly for the A2P SMS Services as a percentage based on the following formula:

(A – B) / A = Service Availability, where:

A = the total number of minutes in the relevant month;

B = the total number of minutes of duration of Unavailability of that month, which shall exclude the periods of Scheduled Maintenance and Emergency Maintenance.

14.3 The Supplier shall give a prior written notice of no less than three (3) Business Days to the Customer in relation to any Scheduled Maintenance.

14.4 **Outage Response and Resolution Time Targets**

In the event of an unplanned outage (including Emergency Maintenance), the Supplier shall use its best endeavours to meet the following time targets for communication with the Customer and resolution of such outage, depending on the severity of such outage.

Outage Severity Level	Definition	Target Outage Response Time	Target Outage Resolution Time
One	Service is fully stopped due to system outage	1 hour	8 hours (*)
Two	Service is seriously degraded but can continue its operation via a work-around or incremental resource for a short period of time before business stops.	4 hour	48 hours (*)
Three	Service is lost by small number of users, affecting significant business functionality. Problems or incidents where a work-around exists or can be developed with a small amount of incremental resources.	8 hour	168 hours (*)

(*) Exclude non-Business Day period.

- 14.5 The Supplier will provide network operation support to the Customer and all escalation contacts in network operation support should be made available in 24 hours a day and 7 days a week.

14.6 **Contact**

The Supplier:

Level	Contact	Title	Location	Phone number and/or Email
Tier 1	VNOC	CTG Voice NOC	Hong Kong	+852 3728 9658 voice@chinatelecomglobal.com
Tier 2	Lucy Liu	VNOC Level 2	Hong Kong	+852 63720857 liulx@chinatelecomglobal.com
Tier 3	Keman Zhuo	VNOC Manager	Hong Kong	+852 63773976 kemanzhuo@chinatelecomglobal.com

15. **SERVICE SUSPENSION**

- 15.1 Further to provisions of the MSA or in the absence of the MSA, the General Terms and Conditions, the Supplier may, without liability at any time and with immediate effect, suspend part or all of the operation of the A2P SMS Services where, in the Supplier's reasonable opinion:
- (a) any change in any Applicable Laws;
 - (b) the Customer is using the A2P SMS Services in a way which is fraudulent, unlawful or unauthorized;
 - (c) the Supplier suspects or has reason to suspect fraudulent, unlawful or unauthorized use of the A2P SMS Services by the Customer; or
 - (d) the Customer is using the A2P SMS Services in a way which damages or is likely to cause damage to the Supplier, the A2P SMS Services or to other Participating Operators.