



For Market Data Vendor Licence and End-User Licence

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Comment: Person who responsible for technical issues such as installation arrangement. PCCW will contact the Technical Contact directly for all SDNet line related issues.

Connection Information (I): Please check boxes and provide information where necessary

Connection Information (II):

Comment: "NEW" – Installation of new line

1. Securities and Derivatives Network "SDNet" is a network allowing the Licensee to connect to the Exchange or HKEx-IS. "Telecommunication Lines" shall mean the communication links, including the telecommunication services and associated routers, requested by the Licensee under this form and used by the Licensee for receiving from HKEx-IS Datafeed under the Market Data Vendor Licence Agreement ("the MD Agreement") and/or the End-User Licence Agreement ("the EU Agreement") executed with HKEx-IS and specified under "Line Number &Applicator" above ("Specified Line Use").
2. The Licensee agrees to pay to HKEx-IS an annual line service fee for the Telecommunication Lines at the rates set forth below ("Annual Line Service Fee"), which fee shall form part of the License Fees payable by the Licensee under the MD and/or EU Agreement. The first Annual Line Service Fee shall be payable upon any time prior to the connection of the Telecommunication Lines to SDNet (the "SDNet Connection Date") and shall be pro rated on a monthly fee basis according to the number of calendar months remaining in the calendar year and the number of days remaining in the calendar month within which the SDNet Connection Date falls. The Annual Line Service Fee for each subsequent calendar year shall be payable annually in advance on the first business day of each calendar year. Any Annual Line Service Fee paid in advance will be refundable on the same pro-rata basis as mentioned above upon disconnection of the Telecommunication Lines, provided that no refund shall be made if such disconnection results from the termination for cause by HKEx-IS or without cause by the Licensee of the relevant Datafeed under the MD and/or EU Agreement or if no corresponding refund is made by PCGW to HKEx-IS and provided that a minimum Telecommunication Lines subscription period of 3 months shall apply.
3. All Fees/ License Fees payable to HKEx-IS under the MD and/or EU Agreement shall be exclusive of, and the Licensee shall be responsible for, all costs, disbursements and expenses that may be incurred or payable by the Licensee and all applicable sales, withholding and other taxes, levies, duties or other charges of whatever nature that may be imposed by any jurisdiction (i.e. the amount of Fees/License Fees stated by HKEx-IS to be payable by the Licensee is the amount to be received by HKEx-IS after payment of any withholding taxes and other deductions).
4. The Licensee shall not change the Specified Line Use except with the prior written consent of HKEx-IS.
5. The Telecommunication Lines shall be automatically disconnected at any time when the applicable Datafeed(s) terminate for whatever reason. Notwithstanding any provisions of the MD and/or EU Agreement, HKEx-IS further reserves the right to disconnect the Telecommunication Lines at any time in the event that the Annual Line Service Fee is overdue or the Specified Line Use is changed without HKEx-IS' consent, and HKEx-IS shall be entitled to vary the Annual Line Service Fee, its billing frequency, billing time and other payment terms at any time by giving the Licensee one month's notice in advance and the Licensee shall not be entitled to terminate the relevant Datafeed under the MD and/or EU Agreement, as the case may be, by reason of any such variation.
6. HKEx-IS shall not be responsible for any problems with or any malfunctions, interruptions or unavailability of any Telecommunication Lines.
7. The Licensee may relocate, reconfigure or upgrade/downgrade the Telecommunication Lines with the prior consent of HKEx-IS provided that the Licensee shall pay HKEx-IS (or such other person as it may direct) all costs and expenses in connection therewith, including a one-time line service fee ("One-time Line Service Fee") and other overtime service charges, if applicable, at such rate as may from time to time be specified by HKEx-IS. The prevailing rates of the Annual Line Service Fee and the One-time Line Service Fee are set forth below.

8. If new Telecommunication Lines are required, HKEx-IS will define a new connection point if necessary. The Licensee shall allow sufficient time for such relocation, reconfiguration or upgrade/downgrade. HKEx-IS will use reasonable endeavours to meet the Licensee's estimated dates in connection therewith, but shall not be liable for any failure to meet them or for any failure to provide continuity of Telecommunication Lines.

9. The Licensee shall be responsible for obtaining all necessary approval for the connection of the Telecommunication Lines, including but not limited to that from its building management office, at its own costs.

10. Unless otherwise defined in this form, all terms and expressions used in this form shall have the meanings ascribed to them under the MD and/or EU Agreement, as the case may be. In the event of inconsistencies between the terms of this form and those of the MD and/or EU Agreement, the terms of this form shall prevail. Save as supplemented or modified by the terms of this form, the MD and/or EU Agreement, as the case may be, shall remain in full force and effect in all respects and shall be read and construed and be enforceable as if the terms of this form were inserted therein.

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