

THIS SERVICE AGREEMENT is made on the day of 2013.

BETWEEN:

- (1) **[OPERATOR] Limited**, a company incorporated in Hong Kong and having its registered office at **[INSERT REGISTERED OFFICE ADDRESS IN HONG KONG]** (“**Operator**”); and
- (2) **TraxComm Limited**, a company incorporated in Hong Kong and having its registered office at 12th Floor, MTR Tower, Telford Plaza, No. 33 Wai Yip Street, Kowloon Bay, Kowloon, Hong Kong (“**Company**” or “**TraxComm**”).

(Operator and Company are collectively referred to as the “**Parties**” or individually referred to as the “**Party**”)

WHEREAS:

- (A) Operator and Company’s affiliated company MTR Corporation Limited (“**MTRCL**”) have agreed to enter into the KTT Wi-Fi Provider Licence Agreement for the provision of internet connection service on KTT, at the through train platform areas and at the Departure Hall of MTR Hung Hom Station (collectively named as “**Wi-Fi service**”). It is a term of the KTT Wi-Fi Provider Licence Agreement for the Parties to enter into this Agreement to engage the Company for the provision of the Works.
- (B) This Agreement is intended to specify the detailed contractual terms and conditions for the provision by the Company of the Works.
- (C) The Operator is willing to engage the Company for the provision of the Works and the Company is willing to carry out such Works upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the Schedules and the Appendices hereto, unless the context otherwise requires, the following expressions have the following meanings:

“**Agreement**” means this Service Agreement and the Schedules, all agreed specifications, plans, drawings and other documents which are prepared pursuant to this Service Agreement and/or any amendments to this Service Agreement which are in writing and executed by both Parties;

“**Cable Facilities**” means all cables (including but not limited to fibre, copper, coaxial, UTP, STP, etc.) cable conduits, cable ducts, cable trays, cable hanger, cable trunking,

cable ladder, cable joint, cable splitter, cable mount, cable connector, power points, power lines, power switches and other ancillary equipment to be used in relation to the provision of KTT WiFi Service

“Confidential Information” means any and all written, oral or other tangible or intangible form of information, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data computer programs, disks, diskettes, tapes, algorithms, software programs, marketing plans or techniques, customer names, technical, financial or business information and trade secrets whether or not labeled as “Confidential”. The provisions of this Agreement are Confidential Information of the Parties;

“Date of Completion” means the date of completion of the Works as specified in the Project Plan;

“Delivery Date” means the relevant date(s) of delivery as specified in the Project Plan;

“Documentation” means including without limitation the documents, diagrams, conceptual network schematics to be provided by the Company to the Operator as described in Schedule 2;

“Equipment” means the hardware equipment such as network components, switches and cables as described in the section(s) of Schedule 2 to be supplied by the Company to the Operator under this Agreement;

“Force Majeure Event” means anything outside the reasonable control of the Party including acts of God, industrial dispute or any kind of war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion or meteor, government restraint, expropriation or prohibition, any action or event that infringes property rights, inability or delay in granting or obtaining government approvals, consents, permits, licenses or authorities, or termination or withdrawal of such approvals, consents, permits or licenses;

“Goods” means the Equipment and Documentation (or any part or combination thereof where the context requires) that are to be supplied by Company as set out in Schedule 2;

“HK\$” means the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Install” means to lay, place, erect, fit, connect, mount, install, affix, run, establish, insert, set up, construct, power up, and provide the materials, Equipment, labour, testing and anything else necessary to enable the System to be installed Ready for Service (as defined below), and “Installation” shall be construed accordingly;

“Intellectual Property Rights” means any patent right, design right, copyright, database right, trademark or trade name (whether or not registered), and any pending applications relating to the foregoing, web site address, trade secrets, know-how, and all other intellectual property rights which may exist in any part of the world;

“KTT Wi-Fi Licence Agreement” means the KTT Wi-Fi Provider Licence Agreement entered or to be entered into between the Operator and MTRCL on or about the date hereof for the provision of Wi-Fi services to consumers and users in the Sites, as such agreement may be amended from time to time; and

“Maintenance Support Services” means the field replacement and maintenance support services as described in section(s) of Schedule 2;

“MTR” means the railway system including the railway premises and all the civil works, electrical and mechanical works, infrastructure system, plant, machinery, equipment fixtures, chattels moveables and immoveables forming part of the overall system for the operation and maintenance of the mass transit railway;

“Project Plan” means the time schedule under which the Works are to be provided by the Company as set out in Schedule 1;

“Price” means the total contract sum for the Works provided by the Company to the Operator under this Agreement as set out in Clause 5;

“Ready for Service” has the meaning as set out in Clause 3.1(h);

“Site” means the KTT, through train platform areas and the Departure Hall of MTR Hung Hom Station (as such capitalised terms are defined in the KTT Wi-Fi Provider Licence Agreement) and such other areas as specified in Schedule 2 that the Goods are to be delivered and the Systems are to be installed;

“Services” means the Installation services, System Integration Services, Maintenance Support Services and other services to be provided by the Company to the Operator under this Agreement;

“System Integration Services” means the integration services as described in the section(s) of Schedule 2 to be carried out by the Company;

“Technical Schedule” means the specifications of the System and Works as set out in Schedule 2; and

“Works” or **“System”** means the scope of works (including the Equipment and Services) to be supplied, performed and/or provided by the Company in accordance with Clause 3 and the Technical Schedule.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) the word person includes a body corporate, a firm, an unincorporated association or an authority;
- (c) the headings of the Clauses or paragraphs contained herein are for convenience only and shall not define, limit, describe or constitute the contents of such Clauses and paragraphs;
- (d) words importing a gender include any other gender;
- (e) a reference to a Party includes its successors and permitted assigns;
- (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference; and
- (h) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.

1.3 If there is any inconsistency between Clauses 1 to 23 of this Agreement and a Schedule or between any Schedules, the inconsistency will be resolved in the following order of preference:

- (a) Clauses 1 to 23 of this Agreement; and
- (b) the Schedules.

2. TERM

The term of this Agreement shall commence from the date of this Agreement and continue to take effect until the date of expiration of the KTT WiFi Provider License Agreement unless terminated earlier by mutual written agreement of the Parties, provided that the Company shall have the discretionary option to extend this Agreement through to the then applicable Term of and as defined in the KTT Wi-Fi Provider Licence Agreement.

3. WORKS

3.1 The Operator grants the Company the exclusive right to perform the Works during the term of this Agreement. The Operator shall provide all necessary

assistance to the Company, including but not limited to conducting on-site inspection and provide an acceptance certificate upon delivery. The entire scope of Works to be provided by the Company under this Agreement shall be to use reasonable commercial efforts to:

- (a) supply the Operator with the Equipment by the Delivery Dates set out in the Project Plan;
- (b) provide the Documentation to the Operator;
- (c) deliver and Install the Equipment and the System (including any necessary modules or components for the System) to the Sites;
- (d) provide System Integration Services, Installation and configuration services to the System at the Sites leading up to the date of Ready for Service;
- (e) perform acceptance tests on the System in accordance with such protocol as the Parties may agree in writing;
- (f) provide Maintenance Support Services during the term of this Agreement;
- (g) attend to Installation and testing of the System at the Sites based on the Technical Schedule with the view that the System can be ready for commercial live operation of the Wi-Fi services to users on the date as agreed by the Parties (“**date of Ready for Service**” or “**Ready for Service**”); and
- (h) cooperate with the Operator to obtain government or regulatory consents necessary for the Works to be provided by the Company under this Agreement.

3.2 Notwithstanding the above and other provisions in and Schedules to this Agreement, the Company shall not be in any way responsible for any matters, breach or event attributable to any Equipment, Goods and Works that are not selected, supplied and/or installed by the Company, as that shall rest with the Operator.

4. PRICE

The Price quoted in this Agreement are stated in Hong Kong Dollars. The Operator agrees to pay and to be solely liable for any and all taxes and other assessments in the nature of taxes assessed and assessable, including but not limited to, income, profit, withholding tax (if any), stamp duty, workers compensation insurance, mandatory provident funds or any other employment related or similar taxes or charges incurred as a result of the performance of the Works and to be responsible for all statutory obligations,

reporting and timely notifications relating to such matter, provided that Company shall be responsible for its own profits tax.

5. PAYMENT

5.1 In consideration for the provision of Works by the Company, the Operator shall pay the Company the Price in accordance with this Clause 5.

5.2 The Operator shall pay the Company a (HK\$) network mobilization fee in the following manner:

- (a) HK\$[], being first installment of the network mobilization fee, shall be paid upon the Parties signing this Agreement; and
- (b) HK\$[], being the last and final installment of the network mobilization fee, shall be paid on the Date of Completion.

5.3 In addition to Clause 5.2, the Operator shall pay a service fee for the System during the term of this Agreement to the Company in the following manner:

- (a) HK\$[] shall be paid on the Date of Completion; and
- (b) HK\$ [] on each anniversary of the Date of Completion during the term of this Agreement.

5.4 The prices referred to in this Clause 5 shall be promptly deposited by the Operator in such bank account as nominated by the Company from time to time.

6. PROJECT PLAN

6.1 The Company shall use reasonable commercial efforts towards completing each stage of the Works by the Delivery Dates and in accordance with the Project Plan.

6.2 The Project Plan shall not be amended or modified except with the prior written consent of the Operator and the Company.

7. PROGRESS REPORTS

7.1 A progress report in the form of summary of meetings held between the Parties shall be submitted every two weeks by the Operator and endorsed by the Company (“**Progress Report**”). The Parties agree that the following topics should be covered in each of those meetings wherever practical: progress of development or production, scheduled dates for delivery of the Works, any anticipated delivery delays and all other relevant information in such form as the Operator may reasonably require. Each Progress Report shall include a statement indicating whether the Date of Completion is expected to be achieved or giving a detailed explanation should there be any possibility of delay.

7.2 If the Company at any time reasonably believes that important milestones in the Project Plan will or are likely to be delayed, the Company shall promptly notify the Operator of the expected period of delay and the cause of delay.

8. WORK CONTROL

8.1 Each Party shall appoint a project manager who shall:

- (a) have sufficient delegated authority to make day-to-day decisions and shall have reasonable control of and authority over its personnel; and
- (b) be contactable during normal working hours for the furtherance of this Agreement and the KTT Wi-Fi Licence Agreement.

8.2 Each Party shall notify the other Party of the name of its project manager and any subsequent personnel change.

9. TITLE AND RISKS

Unless otherwise agreed by the Parties, title to the Equipment and Goods supplied by the Company and the equipment and goods supplied by the Operator shall at all times remain with the Company and the Operator respectively.

For avoidance of doubt, the Cable Facilities shall not form part of the equipment and goods supplied by the Operator after installation. The ownership of the Cable Facilities shall be vested in the Company.

During the term of this Agreement, the Operator shall not remove any Equipment from the Sites without first obtaining the prior written consent of the Company's project manager. Such notice shall include the details of Equipment to be removed and the reason for its removal.

10. OPERATOR SUPPORT

The Operator shall be responsible for all equipment, goods and services it provides together with all costs and liabilities attributable thereto, and the Operator shall promptly provide, without limitation, the following to the Company: (a) access to the Sites; (b) supply and delivery of the Operator's equipment necessary for the performance of the Company's duties and obligations under this Agreement; (c) accept delivery of the Goods and the Works from the Company; (d) all electric power, lighting, air conditioning needed by the Company to perform the duties and obligations under this Agreement; and (e) other relevant requirements under this Agreement (including without limitation, design and technical set-up of the System).

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights used or created in connection with the entry into and implementation of this Agreement shall automatically vest in the Company upon first use or creation.
- 11.2 Subject to Clause 11.1, each Party acknowledges and agrees that the other Party does not and have not under this Agreement granted it any right or license in or to the other Party's Intellectual Property Rights, and no license or other rights shall be created by implication or estoppel. In particular, but without limiting the generality of the foregoing, no right or license in or to source code for any software of the other Party is granted hereunder (if any).
- 11.3 Each Party agrees not to use the other Party's trade marks, logos or trade names without the prior written consent of the other Party.

12. CONFIDENTIALITY

- 12.1 Each Party agrees to keep and procure to be kept secret all the Confidential Information obtained from the other Party pursuant to this Agreement or prior to it.
- 12.2 Subject to other provisions of this Clause, neither Party shall at any time divulge, disclose nor otherwise furnish to any third party any information relating to the affairs or business of the other Party.
- 12.3 Each Party shall only reveal the Confidential Information to its officers, employees, legal advisors, agents or contractors to whom disclosure is necessary for each of them to perform his duties for the purpose of this Agreement. Each Party shall impose the above obligation of confidentiality on their respective officers, employees, legal advisors, agents and contractors.
- 12.4 The foregoing obligations shall not apply, however, to any part of the Confidential Information which:
- (a) was already known to the recipient Party prior to receipt thereof;
 - (b) was already in the public domain or becomes so through no fault of the recipient Party;
 - (c) was acquired by the recipient Party from a third party having the right to convey the Confidential Information to the recipient Party without any obligation of confidentiality not to disclose the same;
 - (d) is independently developed by the recipient Party without access to the information of the other;
 - (e) is approved for release by prior written authorization by the owner of the Confidential Information; or

- (f) is required by law, any regulatory requirements, or the business rules of any stock exchange to be disclosed, provided that the Party required to disclose that Confidential Information shall (i) immediately notify the disclosing Party, where time permits and without contravention of any law, in writing of the particulars of the required disclosure, and (ii) provide the disclosing Party with all necessary assistance reasonably required by the disclosing Party (at the disclosing Party's own costs and expenses) to enable the disclosing Party to take any reasonable steps available to it to prevent that disclosure or to ensure that it occurs subject to a reasonable obligation of confidence.
- 12.5 Subject to the provisions in Clause 12.4, these obligations of confidentiality shall survive for a period of five (5) years after the expiration or termination of this Agreement.
- 12.6 Each Party further agrees, upon expiration or termination for whatever cause of this Agreement, forthwith to return to the other Party all documents and any materials (in whatever form) containing any of the Confidential Information and/or the business of the other Party.
- 13. TERMINATION**
- 13.1 Either Party may terminate this Agreement if MTRCL issues the Operator and the Company with a written notice requiring termination of this Agreement for MTR station operation needs or station improvement schemes, by giving at least six (6) months prior notice in writing to the other Party without any compensation thereof.
- 13.2 Without prejudice to any rights and remedies either Party may have under this Agreement, each Party shall have the right to terminate this Agreement with immediate effect by serving the other Party notice in writing if:-
- (a) the other Party commits any breach of any material term of this Agreement and (in the case of a breach capable of being remedied) that breach is not remedied within sixty (60) days after written notice to do so has been served on that Party; or
 - (b) the other Party shall have a receiver or a administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administrative order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or analogous event in the jurisdiction in which the relevant Party is incorporated.

13.3 The expiration or termination of this Agreement (howsoever caused) shall not prejudice or affect any accrued rights or liabilities nor shall it prejudice or affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiration or termination.

14. LIMITATION OF LIABILITY

Neither Party shall be liable for any indirect, consequential, collateral, special, incidental or punitive loss or damage suffered or incurred by the other Party in connection with this Agreement whether during or after the term of this Agreement. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profit, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment (including software), claims of third parties, and all associated and incidental costs and expenses. Nothing in this Agreement shall in any way exclude or restrict a Party's liability for death or personal injury resulting from the negligence of that Party. Neither Party is liable to the other in contract, tort or otherwise in respect of claims brought by any third party. Notwithstanding any other provisions of this Agreement, each Party's maximum aggregate liability under or in relation to this Agreement, the performance of this Agreement or any activity contemplated by this Agreement whether for breach of contract, tort or otherwise (including negligence) or under any statute or otherwise, shall be limited to an amount not exceeding the total contract value of this Agreement.

15. FORCE MAJEURE

Notwithstanding any other provision of this Agreement, a Party shall not be deemed to have breached an obligation under this Agreement (except an obligation to pay money) and will not be liable to the other Party for a delay or failure to perform an obligation under this Agreement (except an obligation to pay money) resulting from a Force Majeure Event, solely for the duration of such Force Majeure Event. The Party affected by the Force Majeure Event will be granted a reasonable extension of time to perform its duties and obligations under this Agreement, if: (a) it notifies the other Party as soon as reasonably practicable of the event or circumstance and of the period for which it expects performance of its duties and obligations to be delayed or prevented; and (b) it takes all reasonable steps to limit the effects of the Force Majeure Event.

16. ASSIGNMENT AND SUBCONTRACTING

Neither Party may assign its rights, duties and obligations under this Agreement without the prior written consent of the other Party, provided that the Company may subcontract at its own discretion provided that such sub-contracting shall not relieve the obligations of the Company owed to the Operator hereunder.

17. ENTIRE UNDERSTANDING AND AMENDMENT

- 17.1 This Agreement supersedes all previous agreements (whether written or oral) made between the Operator and the Company with regards to the subject matter hereof which shall from the date of this Agreement cease to have any force and effect and shall not be binding on the Parties.
- 17.2 This Agreement embodies the entire understanding between the Parties in relation to the subject matter hereof and there are no promises, terms, conditions or obligations, oral or written, expressed or implied, other than those contained herein.
- 17.3 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the authorized representatives of the Parties.

18. RAILWAY PARAMOUNT

- 18.1 The Operator acknowledges and agrees that the efficient and expeditious operation of the KTT and MTR service are paramount considerations in the performance of, and in giving effect to, any provision of this Agreement notwithstanding any clause or provision of this Agreement to the contrary.
- 18.2 Company and/or MTRCL shall have the absolute right to do all such acts and things as it may in its absolute discretion consider necessary and expedient for the purpose of inspecting, maintaining and repairing any part of KTT or to ensure smooth operation of KTT including, without limitation, the suspension of operation of KTT and the closure of any KTT station. Company and/or MTRCL shall not be liable (whether in contract, tort or under any statute or otherwise) to the Operator under any circumstances for any direct, indirect or consequential loss, damage or liability incurred or sustained by the Operator in relation to or arising out of any such acts including without limitation any loss of revenue or profits.
- 18.3 Company and the Operator agrees that MTRCL shall have the right to make additions, improvements, installations or repairs to any part or portion of the Premises (as such term is defined in the KTT Wi-Fi Licence Agreement) as the same may be desired by MTRCL from time to time at its own costs and expenses, and such activities may cause obstructions of and interference with the use of the Premises and the Services and MTRCL may interrupt or suspend the supply of electricity or other services when necessary for additions, improvements, installations or repair purpose. Company and the Operator shall not make any claims to either Party and/or the MTRCL for compensation or otherwise in relation to or as a result of the exercise of this right by MTRCL.
- 18.4 The Operator acknowledges that the MTR Hung Hom Station may be closed for such period as MTRCL may in its absolute discretion determine and the Operator or its contractors, workmen, employees, agents or invitees shall carry out no works nor any other activities whatsoever in or upon the Premises during such period of closure except with the prior written consent of MTRCL.
- 18.5 The Operator accepts the train services of KTT and the Premises without

limitation to MTR Hung Hom Station on an “as is” basis and shall not be entitled to any claim for compensation or deduction whatsoever or discrepancies hereto in respect of the train services of KTT and/or the Premises that may be altered, ceased or closed from time to time without prior notice to the Operator.

- 18.6 Without prejudice to Clause 13, Company expressly reserves the right to terminate this Agreement if required for MTRCL’s train operation needs or service improvement schemes, by giving at least six (6) months advance notice in writing to the Operator without any compensation thereof and the Operator shall have no claim whatsoever against Company and/or MTRCL.

19. NOTICES

Any notice required to be given under this Agreement shall be sufficiently given if delivered personally, sent by telex, facsimile, telegram or registered post to the principal or registered office of the party to be served. Any such notice shall be deemed to have been received and given at the time on the same day, if the notice is delivered by hand, by telegram or post 7 days after dispatch, and on the same day as its successful transmission if it is sent by facsimile or telex, in each case to the address of the applicable Party as follows. Each Party may change its address or facsimile number for this purpose by giving written notice to the other Party in compliance with this Clause

If to the Operator:

Address: [INSERT ADDRESS]
For the attention of: [INSERT NAME AND TITLE]
Fax Number: [INSERT FAX NUMBER]

If to the Company:

Address: 12th Floor, MTR Headquarters Building, Telford Plaza,
No. 33 Wai Yip Street, Kowloon Bay, Hong Kong
For the attention of: Mr. Peter Lok
Head of Strategic Development & Engineering
Fax Number: 2993 7781

20. SOLICITATION OF EMPLOYEES

Without the written consent of the Company, the Operator shall not prior to the expiration of a twelve (12) months period from the expiration or sooner termination of this Agreement either directly or indirectly knowingly induce or entice to leave his or her post, any employee of the Company who was involved with the Works or Services contained in this Agreement either as principal, agent, employee, independent contractor or any other form of engagement or employment.

21. RESOLUTION OF DISPUTES

- 21.1 The Parties shall make every effort to amicably resolve, by direct informal negotiation.
- 21.2 If the Parties are unable to amicably resolve any disagreement or dispute within thirty (30) days from the date when such disagreement or dispute arose, either Party may require the dispute to be referred to senior management of each of the Parties for resolution. In the event that such senior management are unable to resolve the same, either Party may refer the matter in dispute to arbitration at the Hong Kong International Arbitration Centre (“HKIAC”) in accordance with the Domestic Arbitration Rules.
- 21.3 Arbitration shall be conducted before a single arbitrator to be appointed by the HKIAC. The language to be used in the arbitral proceedings shall be English. The arbitrator’s decision shall be final and binding on the Parties and his fees for so acting shall be borne by the Parties in equal shares.
- 21.4 Subject to the other provisions of this Agreement, the Parties must continue to comply with their respective obligations under this Agreement during the continuance of a disagreement or dispute, any alternative dispute resolution process undertaken in accordance with this Clause or any permitted court proceedings.
- 21.5 Notwithstanding the provisions of this Clause, either Party shall have the right to seek preliminary and permanent injunctive relief in any court of competent jurisdiction, in order to prevent or enjoin any misappropriation, misuse, unauthorized disclosure or infringement of any of either Party’s Intellectual Property Rights and/or Confidential Information.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

23. THIRD PARTY RIGHTS

Except insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement (such as MTRCL in Clause 18), a person who is not a Party to this Agreement has no right to rely upon or enforce a term of this Agreement.

IN WITNESS HEREOF the authorized representatives of each of the Parties have executed and entered into this Service Agreement on the day and year first above written.

SIGNED by)
for and on behalf of)
[NAME OF THE OPERATOR])
)
in the presence of)

SIGNED by)
for and on behalf of)
TraxComm Limited)
)
in the presence of)

SAMPLE

Schedule 1 (Project Plan)

Schedule 1A – Tentative Project Plan for Provision of Station Wi-Fi Network

Task ID	Task Description	Duration (week)	Year 2013													
			Week No.													
1	Service Agreement Closure															
2	Site Survey															
3	Design															
4	Delivery															
5	Installation															
6	Testing & Commissioning															
7	System Integration															
8	System Acceptance Test															
9	Ready for Service															
10	As-Built Documentation															
11	Date of Completion															

Schedule 1B – Tentative Project Plan for Provision of In-Train Wi-Fi Network

Task ID	Task Description	Duration (week)	Year 2013														
			Week No.														
1	Service Agreement Closure																
2	Site Survey																
3	Design																
4	Delivery																
5	Installation																
5.1	Train No																
5.2	Train No																
5.3	Train No.																
5.4	Train No.																
5.5	Train No.																
5.6	Train No.																
5.7	Train No.																
5.8	Train No.																
5.9	Train No.																
5.10	Train No.																
5.11	Train No.																
5.12	Train No.																
6	Testing & Commissioning																
7	System Integration																
8	System Acceptance Test																
9	Ready for Service																
10	As-Built Documentation																
11	Date of Completion																

- N.B. :
- a. This tentative program is subject to further refinement after closure of Agreement.
 - b. The working window in grey colour is allocated for installation of all the E&M facilities as well as PWLAN Equipment. Operator shall make her best endeavour to deliver the Equipment to cope with the planned installation program.

Schedule 2 TECHNICAL SCHEDULE

Provision of Wi-Fi Service for KTT Through Train, Departure Hall and Platform Areas in Hung Hom Station

1 Preamble

- 1.1 This Technical Schedule provides the technical information of the physical network to be constructed for the provision of Wi-Fi coverage to serve the KTT through train, the Departure Hall as well as the through train platform areas in Hung Hum station. Demarcation of responsibilities between TraxComm and the selected Operator for the provision of various network components is also defined.

2 Network Coverage Requirement

- 2.1 The Wi-Fi Network to be constructed shall provide at least 80% coverage in the following areas and defined as Sites :
- the Departure Hall of approximately 1,458 square meter in size
 - the VIP room inside the Departure Hall of approximately 42 square meter in size
 - the Through Train platform area
 - within the passenger cabin of the KTT Through Train
- 2.2 Wi-Fi coverage for escalators in the Departure Hall leading to the platform will not be purposely provisioned due to safety consideration.

3 Network Configuration

3.1 Indoor Wi-Fi coverage :

3.1.1 Appendix B depicts the conceptual network configuration of the indoor Wi-Fi network which is configured in a star topology. The selected Operator who is the Wi-Fi service provider will be responsible for the overall performance of the Wi-Fi network in terms of coverage, security, throughput and latency performance, etc. TraxComm will provide the E&M infrastructure in general and also acts as the appointed Contractor to install all the network components.

3.1.2 Demarcation of responsibilities between TraxComm and the selected Operator with respect to the supply (which implies ownership in general), installation, and maintenance responsibilities of respective network components for the indoor Wi-Fi network is detailed in Appendix C.

3.2 In-train Wi-Fi coverage :

3.2.1 Appendix D depicts two typical configuration of KTT Though Train. The fleet size ranges from 7 to 9 passenger cars depending on the traffic needs configured with one or two Premium Coaches. Under

normal operation, the train fleet is made up of two Premium Coaches located in the middle of the fleet and where the 3G routers will be installed. The conceptual design of the in-train Wi-Fi network incorporates redundant 3G routers when two Premium Coaches are deployed for train services. When one of Premium Coaches is out of service for maintenance reason, the in-train Wi-Fi service will be supported by the 3G router(s) installed inside only one Premium Coach.

3.2.2 Appendix E depicts the conceptual network schematic of the physical in-train Wi-Fi network which is subject to changes and to the approval by the MTR Corporation.

3.2.3 Demarcation of responsibilities between TraxComm and the selected Operator with respect to the supply (which implies ownership in general), installation, and maintenance responsibilities of respective network components for the in-train Wi-Fi network is detailed in Appendix F.

4 Demarcation of Roles and Responsibilities between TraxComm and the selected Operator

4.1 General demarcation of roles and responsibilities for indoor as well as in-train Wi-Fi network service provision :

4.1.1 Appendix C provides details of the demarcation of design, supply (ownership), installation and scope of maintenance service for respective network components with reference to the conceptual network schematic provided in Appendix B for indoor Wi-Fi network service provision.

4.1.2 Appendix F provides details of the demarcation of design, supply (ownership), installation and scope of maintenance service for respective network components with reference to the conceptual network schematic provided in Appendix E for in-train Wi-Fi network service provision.

4.2 Scope of provision and responsibilities of TraxComm :

4.2.1 TraxComm will take up the role as Project Manager for all site implementation activities.

4.2.2 TraxComm will supply, design, own, construct, test and commission the cable infrastructure that serves the Wi-Fi network.

4.2.3 TraxComm will be responsible for the installation of other Wi-Fi network equipment/components supplied by the selected Operator.

4.2.4 TraxComm will be responsible for the provision of ac and/or dc power supply to energize the network switches which are housed inside the

Equipment Cabinet where applicable. The Equipment Cabinet is designed, supplied and maintained by the selected Operator which is subject to the approval by the MTR Corporation.

- 4.2.5 TraxComm will be responsible for the maintenance of the cable infrastructure that serves the Wi-Fi network.
 - 4.2.6 TraxComm shall provide Maintenance Support Service which includes field replacement of defective components such as network switches and Access Points will be carried out by TraxComm is tabled in Appendix C and F. Maintenance spare and other logistic management and will be further discussed with selected Operator after contract award.
 - 4.2.7 TraxComm shall not bear the responsibilities for the repair of the Wi-Fi network equipment supplied and owned by the selected Operator.
 - 4.2.8 TraxComm shall provide System Integration Service and will jointly integrate the network components with the selected Operator so as to enable Wi-Fi service rollout in the designated areas as planned and approved.
- 4.3 Scope of provision and responsibilities of the selected Operator :
- 4.3.1 The selected Operator shall be responsible for the overall system design of the Wi-Fi network concerning system performance and shall conduct her own system commissioning tests.
 - 4.3.2 The selected Operator shall follow the design approval process stipulated by the MTR Corporation.
 - 4.3.3 The selected Operator shall be responsible for the design submissions of all the network components supplied by the Operator which will be installed inside MTR premises. Such design submissions are subject to the approval by the MTR Corporation with focuses on the installation practicality as well as safety aspect.
 - 4.3.4 The selected Operator shall also submit sub-program to TraxComm with respect to equipment delivery and system integration and commissioning activities, etc for overall program management.
 - 4.3.5 The selected Operator shall supply all network equipment including, but not limited to, network switches and routers, Access Points, and associated installation hardware such as Equipment Cabinets, mounting brackets and housing for Access Points, etc.
 - 4.3.6 The selected Operator shall free issue all the network components and installation hardware to TraxComm for installation.

- 4.3.7 The selected Operator shall be responsible for system-wide fault isolation and repair of all the network components owned by the Operator.
- 4.3.8 The selected Operator shall supply the RF jumper cables connecting the antenna, if applicable, and free issue to TraxComm for installation. For the ease of maintenance management, the ownership of the RF cables shall be transferred to TraxComm.
- 4.3.9 The selected Operator may have direct interface with the subcontractors appointed by TraxComm during the course of project implementation as well as maintenance activities.
- 4.3.10 The selected Operator shall carry out joint site survey with the subcontractors appointed by TraxComm to propose the suitable location to install required network equipment subject to the approval by MTR Corporation.
- 4.3.11 The selected Operator shall be responsible for purchase of her own insurance package to protect her interest against damage or loss of network equipment issued to TraxComm for installation.

APPENDIX A – ABBREVIATION AND ACRONYMS

SAMPLE

APPENDIX B – INDOOR Wi-Fi NETWORK SCHEMATIC

SAMPLE

APPENDIX C – DEMARCATION OF DESIGN, SUPPLY, INSTALLATION & MAINTENANCE OF INDOOR Wi-Fi NETWORK

Item	Description	Application	Designed by	Supplied by	Installed by	Maintenance Scope of TRX
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14a						
14b						

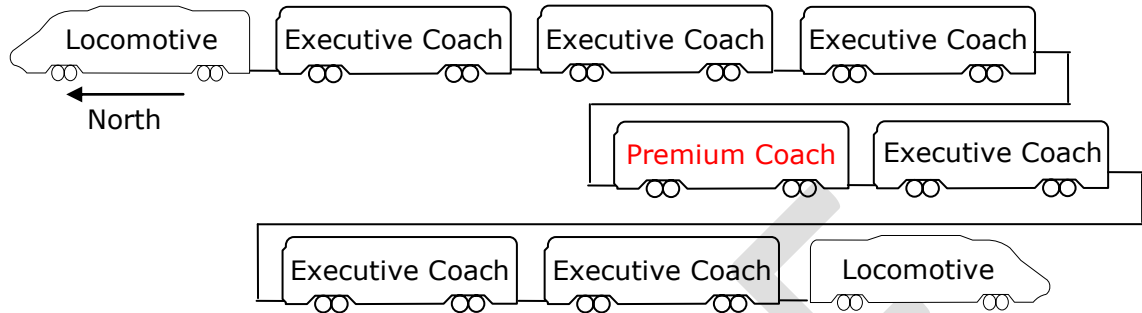
Item	Description	Application	Designed by	Supplied by	Installed by	Maintenance Scope of TRX
15						
16						
17						
18						
19						
20						
21						
22						
23						

N/A – Not applicable
R – Field replacement
F – Fault isolation

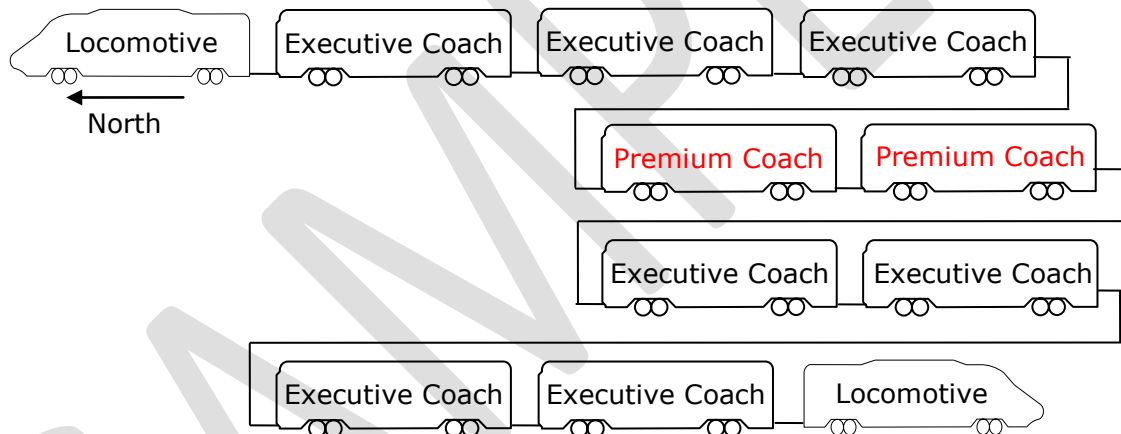
* - For ease of maintenance management, ownership of all RF cables supplied by the selected Operator shall be transferred to TraxComm.

APPENDIX D – CONFIGURAION OF KTT THROUGH TRAIN

1. 7-car Configuration with 3-1-3 Combination



2. 9-car Configuration with 3-2-4 Combination



APPENDIX E – SCHEMATIC DIAGRAM OF FACILITIES INSIDE COACH

1. Premium Coach

2. Executive Coach

SAMPLE

APPENDIX F – DEMARCATION OF DESIGN, SUPPLY, INSTALLATION & MAINTENANCE OF IN-TRAIN Wi-Fi NETWORK

Item	Legend	Description	Designed by	Supplied by	Installed by	Maintenance Scope of TraxComm
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						

N/A – Not applicable; R – Field replacement; F – Fault isolation

* - For ease of maintenance management, ownership of all RF cables supplied by the selected Operator shall be transferred to TraxComm.