

**SPECIFIC TERMS AND CONDITIONS OF SALE  
FOR CHINA DIA SERVICE**

**特别销售条款和条件  
适用于中国境内互联网专线上网业务**

**1. Contract with SELLER**  
与卖方的合同

- 1) Together with the Master Services Agreement (the "Agreement"), these Specific Terms and Conditions of Sale for China DIA and any additional attachments, if any, which will be deemed an integral part hereof for all purposes, when attached to or referenced in an Order Form (as defined in the Agreement) properly filled out and duly executed by BUYER and SELLER, will constitute an agreement entered between BUYER and SELLER for the provision of SELLER's China DIA Service (for purposes of this Annexure, the "China DIA Service" or the "Service").

如买方和卖方已达成并正式签署了任何《订单》，该《订单》（定义见协议）附上或引述了这些《适用于国内专线上网业务的特别销售条款和条件》及任何补充附件（如有），则无论为何种目的，这些文件均应当视为是《订单》之一部分，并与《主业务协议》（“协议”）共同构成买方和卖方之间就提供卖方的国内专线上网业务（在本附件中，将称之为“国内专线上网业务”或“业务”）而达成的协议。

**2. Service Overview**  
业务概述

- 1) The China DIA Service provides BUYER IP connectivity to Internet terminated at Circuit Location Addresses, as specified in the Order Form.  
专线上网业务将向买方提供IP接入至互联网，该业务的安装地址如《订单》所示。
- 2) The China DIA Service has 2 different type of service, including Static IP and BGP (International Transit, Domestic or Non-Transit) The option can be specified in the Order Form.  
国内专线上网业务提供两种路由选择，包括静态IP路由接入方式和BGP路由接入方式（国际穿透，国内穿透或非穿透），可在《订单》内填上。
- 3) In order to ensure the use of the service, SELLER reserves the right to block, discard traffic or alter the routing of the traffic to any IP address suspected of being subject to service attack.  
为确保业务使用，卖方有权在服务遭可疑攻击时对任何IP地址进行截停、放弃流量或改变流量路由。

**3. Definitions**  
定义

- 1) "CMCC" means China Mobile Communications Group Co., Ltd., a company incorporated in China and having its registered address at 28 Jinrong Avenue, Xicheng District, Beijing, 100032.  
“CMCC”是指中国移动通信集团有限公司，是一家在中国组建的公司，其注册地址位于北京市西城区金融大街28号，邮编100032。
- 2) "BGP International Transit" means service include International and China routes.  
“BGP国际穿透”是指路由包括国际和中国的路由。
- 3) "BGP China Transit" means service include China route only.  
“BGP国内穿透”是指路由包括中国的路由。
- 4) "BGP Non-Transit" means service include China Mobile domestic route only.  
“BGP非穿透”是指路由只包括中国移动的国内路由。
- 5) "DIA" means Dedicated Internet Access.  
“DIA”是指互联网专线接入。

- 6) "Standard China DIA" means Dedicated Internet Access service in mainland China.  
"Standard China DIA" (标准互联网专线) 表示接入点位于中国大陆的互联网专线服务。
- 7) "Enhanced China DIA" means Dedicated Internet Access service with international traffic optimization service provided by SELLER. The service includes CPE provided by SELLER. The DIA service included in Enhanced China DIA shall follow the relevant Standard China DIA service level.  
"Enhanced China DIA" (增强互联网专线) 表示由卖方提供的带有国际方向流量优化/加速功能的互联网专线服务。此服务包含由卖方提供的CPE设备。增强互联网专线中包含的互联网专线接入服务应遵循对应的标准互联网专线的业务水平标准。
- 8) "Premium China DIA" means premium Dedicated Internet Access service in mainland China provided by SELLER.  
"Premium China DIA" (国际快线) 表示接入点位于中国大陆的精品互联网专线服务。
- 9) "ICMP" means Internet Control Message Protocol.  
"ICMP"是指因特网控制报文协议。
- 10) "Initial Term" means the term specified in the Order Form.  
"初始有效期"是指《订单》中规定的有效期。
- 11) "MPOE" means minimum point of entry.  
"MPOE"是指最小入口点。
- 12) "Off-Net" means Service *not* provided on the connection to network owned (or operated and controlled) by SELLER / CMCC.  
"网外"是指在两个站点之间并未通过卖方/CMCC拥有 (或运营和控制) 的网络连接而提供的服务。
- 13) "On-Net" means Service provided on the connection to network owned (or operated and controlled) by operator that are served directly by operator owned (or operated and controlled) fiber and operator owned equipment. It does not include network partially owned (or operated and controlled) by operator such as cross border interconnection network, interconnection network with China Mobile, China Telecom, China Unicom or any other independent ISP, ICP or peering company.  
"网内"是指在两个站点之间通过卖方拥有 (或运营和控制) 的网络连接而提供的服务, 且由卖方拥有 (或运营和控制) 的光缆和卖方拥有的设备直接服务。不包括卖方部分拥有 (或运营和控制) 的网络, 例如跨境网络连接, 直接或间接与中国移动、中国电信、中国联通或任何其他独立因特网服务提供商、因特网内容提供商或对等互联的网络连接。
- 14) "POP" means point of presence.  
"POP"是指存在点。
- 15) "Protected" means any Service designated as such in the Order Form. Protected Services generally include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected".  
"受保护"是指《订单》中指定的任何业务。受保护业务通常包括保护计划表, 以便在光缆切断或设备故障时重新安排话务路线。非受保护业务是 "不受保护的"。
- 16) "Ready for Service Date" means the date on which the Parties agree to place China DIA into operation for the Service.  
"业务准备开通日"是指双方约定国内互联网专线业务投入业务运营的日期。
- 17) "Unavailability" means China DIA port downtime.  
"不可用"是指国内互联网专线端口停机。
- 18) "Force Majeure Event" means any acts of God or nature (including wild animals), war or war-like conditions, mob violence, acts or failures to act of any governmental authority, or any other events or circumstances beyond the reasonable control of the concerned Party.

“不可抗力事件”指自然灾害、天灾（包括野生动物）、战争、准战争状态、暴徒暴行、任何政府机构的作为或不作为、或是超出相关一方合理控制范围内的其他任何事件或情形。

#### 4. Term 有效期

- 1) An accepted Order Form between BUYER and SELLER for a Service will commence and remain in force until the end of the specified term for such Service unless terminated earlier. BUYER must specify an Initial Term for each Service in the Order Form which shall be at least one (1) year's period. If no Initial Term is specified, the Initial Term shall be at least one (1) year. The Initial Term will commence on the Service Commencement Date.

买卖双方接受的某一业务的《订单》应当自生效之日起生效，效力直至该业务规定的有效期结束，但提前终止除外。买方必须在《订单》上注明每一业务的初始有效期，且不得少于一（1）年。如果没有规定初始有效期，则初始有效期应当至少一（1）年。初始有效期将自业务开始日期起算。

- 2) Upon expiry of the Initial Term, the Service will be automatically renewed on a monthly basis unless and until terminated by either Party at any time during its renewed tenure by giving not less than one (1) month's prior written notice of termination to the other Party.

初始有效期期满时，业务将自动按月为单位展期，除非且直至任一方于展期期间内任何时间终止，但应向对方发出不少于一（1）个月的事先书面通知。

#### 5. Service Pricing 业务定价

- 1) Initial Charge: (i) China DIA installation charges; (ii) other non-recurring charges applicable to the Service.  
初始费用：（i）国内互联网专线安装费用；（ii）适用于电路的其他非重复性费用。

- 2) Monthly Service Charge: (i) flat monthly service charge, a fixed monthly amount charged by SELLER for the committed bandwidth specified in the Order Form ("China DIA Monthly Service Charge"), (ii) burstable service charge, a usage based charge which is calculated on monthly basis, the amount of burstable bandwidth is derived from the 95<sup>th</sup> percentile usage data recorded by SELLER. Such burstable bandwidth charge described above will be invoiced to BUYER in arrears and is in addition to the China DIA Monthly Service Charge; and (iii) other monthly service charges applicable to the Service, if any, which will be specified in the Order Form.

月租费：（i）每月固定月租费，是由卖方就《订单》中的承诺带宽而收取每月固定费用（“国内互联网专线业务月租费”）；和（ii）突发服务费，是按使用情况按月计收的费用，为根据卖方每月记录的超出使用数据第95个百分点的突发带宽的使用费。上文所述突发带宽使用费将在使用之后按月向买方计收，在国内互联网专线业务月租费之外收取；和（iii）适用于业务的其他月租费，如有，且应当在《订单》中注明。

- 3) Off-Net Service Charge: additional charges may apply to either the Off-Net component or in the case of MPOE extensions as specified in the Order Form.

网外业务费：适用于网外部分的额外费用，或是按照《订单》中指明的最小入口点延伸涉及的额外费用。

- 4) In addition to Monthly Service Charge, Initial Charge and Off-Net Service Charge, BUYER may incur additional non-recurring charges including: (i) any non-recurring charges imposed by local access providers in connection with Service reconfigurations or cancellations; (ii) Service upgrade or modification; (iii) Service cancellation or disconnection; and (iv) miscellaneous additional charges to the extent that SELLER's extra services to install, upgrade, modify or disconnect any aspect of the Service due to BUYER's delay or default.

除了月租费、初始费用和网外业务费以外，买方还可能发生额外的非重复性费用，包括：（i）由本地接入供应商收取的与业务再配置或取消相关的任何非重复性收费；（ii）业务升级或修改；（iii）业务取消或断开连接；和（iv）因买方延误或违约导致卖方提供额外业务进行安装、升级、修改或中断业务任何部分而收取的杂项附加

#### 6. Fault handling

## 故障处理

- 1) SELLER will be responsible for:  
卖方负责事项包括:
  - i. managing the service assurance;  
管理业务保障工作;
  - ii. receiving and handling fault reports from BUYER;  
接收和处理买方发出的故障报告;
  - iii. repairing the fault in the part of the network which is under SELLER's control; and  
修复处于卖方控制范围内部分网络的故障; 和
  - iv. updating the trouble ticket on fault progress.  
按照故障情况的进展更新故障单。
- 2) In the event of outage, SELLER shall thrive to maintain the situation update times as follows:  
在业务发生故障时, 卖方应尽力达到如下故障状况更新时间:

	Confirmation of fault reporting 确认故障报告	Status Update Interval 情况更新间隔
<b>High Priority</b> – Total loss of service that it is unusable by customer. <b>高优先级</b> – 完全业务中断, 客户无法使用服务。	< 30 minutes < 30分钟	8 hours 8小时
<b>Medium Priority</b> – Degraded Service or a problem with the service that does not impact functionality of the service. <b>中优先级</b> – 业务降级, 或者不影响服务功能的问题。	< 30 minutes < 30分钟	When investigation updates available 当调查情况有更新时
<b>Low Priority</b> – Non service affecting requests and all other queries not covered by priority 1-2 above. Performance checking, or scheduled maintenance falls into this category. <b>低优先级</b> – 不影响业务的客户请求, 及判定不适用于中、高优先级的询问。性能检查、定期维护均适用低优先级。	< 1 hour < 1小时	When investigation updates available 当调查情况有更新时

- 3) SELLER shall promptly handle reasonable complaints from BUYER. In the event of delay, BUYER shall be provided a notice in writing or via telephone of the reason for delay and when the issue will be resolved.  
卖方应立即处理买方提出的合理投诉。如出现延误, 卖方应向买方提供电话或书面通知说明延误原因及问题将获得解决的时间。

## 7. Service Availability 业务可用率

- 1) SELLER shall use all commercially reasonable endeavors to maintain the China DIA Service Level on Service Availability (“Service Availability”) as follows:  
卖方应尽一切商业上合理的措施, 保证中国境内互联网专线业务水平的业务可用率 (即 “业务可用率”) 达到如下标准:

Service Availability for China DIA

互联网专线服务可用率

	Average Service Availability per month 月平均业务可用率
Standard China DIA 标准互联网专线	99.00%
Enhanced China DIA (local loop) 增强互联网专线（本地接入）	99.00%
Enhanced China DIA (Traffic optimization, POP-to-POP availability) 增强互联网专线（国际加速，POP到POP可用率）	99.90%
Premium China DIA 国际快线	99.90%

- 2) The Service Availability Service Level does not cover cases where a replacement CPE is required to restore service due to hardware failure of CPE.  
此业务可用率标准不适用于由于CPE硬件故障，需要更换CPE的情况。

- 3) Service Availability is measured and calculated monthly for the Service as a percentage based on the following formula:

业务可用率将按月测量并计算，具体为按照下列公式计算得出的百分比数：

$(A - B) / A = \text{Service Availability}$ , where:

$(A - B) / A = \text{业务可用率}$ ，其中：

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

A = 相应月份的总分钟数；

B = the total number of minutes of the duration of Unavailability of that month.

B = 该月业务不可用期间的总分钟数。

## 8. Average Round Trip Delay

### 平均往返时延

- 1) SELLER shall use all commercially reasonable endeavors to maintain the average **Enhanced China DIA (traffic optimization)** Service Level on round trip delay per month (“Average Round Trip Delay”) as follows:

卖方应尽一切商业上合理的措施，保证**增强互联网专线（国际加速部分）**业务水平的每月平均往返时延（即“平均往返时延”）达到如下标准：

POP-to-POP POP到POP	Average Round Trip Delay 平均往返时延
Beijing - Hong Kong 北京 - 香港	≤60ms
Shanghai - Hong Kong 上海 - 香港	≤50ms
Guangzhou - Hong Kong 广州 - 香港	≤20ms

- 2) Average Round Trip Delay is measured between On-Net backbone equipment within SELLER’s IP network. The measurement is done by collecting average round-trip transmission time of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Round Trip Delay value is derived from averaging all the samples in a month.

平均往返时延在卖方的IP网络中网内骨干设备之间测量。测量时应收集指定成对骨干设备在五（5）分钟间隔内5个ICMP ping包（64字节）平均往返传输时间。每月平均往返时延值则通过该月所有采样数取平均值而定。

## 9. Average Packet Loss Rate

### 平均丢包率

- 1) SELLER shall use all commercially reasonable endeavors to maintain the average **Enhanced China DIA (traffic optimization) POP-to-POP Service Level** on packet loss ratio per month (“Average Packet Loss Rate”) at or lower than 1.0% per month.  
卖方应尽一切商业上合理的措施，保证**增强互联网专线（国际加速部分）**业务水平的每月平均POP到POP丢包率（即“平均丢包率”）达到或低于1.0%。
- 2) Average Packet Loss Rate is measured between On-Net backbone equipment within SELLER’s IP network. The measurement is done by collecting average packet loss rate of five ICMP ping packets (64 bytes) between a pair of designated backbone equipment in five (5)-minute intervals. The monthly Average Packet Loss Rate value is derived from averaging all the samples in a month.  
平均丢包率在卖方的IP网络中网内骨干设备之间测量。测量时应收集指定成对骨干设备在五（5）分钟间隔内5个ICMP的ping包（64个字节）平均丢包率。每月丢包率的值为该月所有采样数取平均值。

### 10. Overseas Access Packet Loss Rate 海外访问丢包率

- 1) SELLER shall use all commercially reasonable endeavors to maintain the **Premium China DIA Service Level** on overseas access packet loss ratio (“Overseas Access Packet Loss Rate”) at or lower than 1.0% per month.  
卖方应尽一切商业上合理的措施，保证**国际快线**业务水平的海外访问丢包率（即“海外访问丢包率”）达到或低于1.0%。
- 2) Overseas Access Packet Loss Rate is measured between BUYER’s network equipment and SELLER’s On-Net IP backbone equipment at Hong Kong POP within SELLER’s IP network. The measurement is done by collecting average packet loss rate of 1000 consecutive ICMP ping packets (64 bytes) between BUYER’s network equipment and SELLER’s designated backbone equipment at SELLER’s Hong Kong POP.  
海外访问丢包率是在买方网络设备及卖方的IP网络中位于香港POP点的网内骨干设备之间测量的。测量时应收集买方网络设备与卖方在香港POP点的指定骨干设备之间，连续1000个ICMP ping包（64个字节）的平均丢包率。

### 11. Mean Time to Restore (MTTR) 平均恢复时间

- 1) SELLER shall use all commercially reasonable endeavors to maintain the China DIA Service Level on Mean Time to Restore (MTTR) as follows:  
卖方应尽一切商业上合理的措施，保证中国境内互联网专线业务水平的每月网络故障平均修复时间（即“MTTR”）达到如下标准：

	MTTR
Standard China DIA 标准互联网专线	8 hours 8 小时
Enhanced China DIA (local loop) 增强互联网专线（本地接入）	8 hours 8 小时
Enhanced China DIA (Traffic optimization, POP-to-POP failures) 增强互联网专线（国际加速，POP 到 POP 故障）	4 hours 4 小时
Premium China DIA 国际快线	4 hours 4 小时

- 2) The MTTR Service Level does not cover cases where a replacement CPE is required to restore service due to hardware failure of CPE.  
此 MTTR 标准不适用于由于 CPE 硬件故障，需要更换 CPE 的情况。

- 3) MTTR is calculated by averaging Time-to-Restore (TTR) by number of Network Outage in a month.  
平均恢复时间为当月网络中断恢复时间的总值除以网络中断数量。

## 12. Service Credit Claim 业务赔付申索

- 1) If SELLER fails to meet the Service Availability for any relevant month, SELLER shall pay the service credit to BUYER. The amount of such service credit will be calculated by multiplying the Service Credit Percentage as listed in the table below by the respective Monthly Service Charge of the affected China DIA port.

如果在任何相关月份中，卖方未能达到业务可用率水平，则卖方应当向买方支付业务赔付金额。计算业务赔付的金额时，应当用下表所示的业务赔付百分比乘以专线上网业务月租费。

### Service credit for Standard China DIA service 标准互联网专线业务赔付标准

Monthly Availability-A 月可用率 - A	Duration of Unavailability (Monthly) - T 不可用时长 - T	Service Credit Percentage 赔付月租比例
$98.00\% \leq A < 99.00\%$	7 hrs 30 mins < T ≤ 15 hrs 7 小时 30 分钟 < T ≤ 15 小时	3%
$97.00\% \leq A < 98.00\%$	15 hrs < T ≤ 22 hrs 30 mins 15 小时 < T ≤ 22 小时 30 分钟	5%
$A < 97.00\%$	T > 22 hrs 30 mins T > 22 小时 30 分钟	10%

### Service credit for Enhanced China DIA (local loop) service 增强互联网专线（本地接入）业务赔付标准

Monthly Availability-A 月可用率 - A	Duration of Unavailability (Monthly) - T 不可用时长 - T	Service Credit Percentage 赔付月租比例
$98.00\% \leq A < 99.00\%$	7 hrs 30 mins < T ≤ 15 hrs 7 小时 30 分钟 < T ≤ 15 小时	3%
$97.00\% \leq A < 98.00\%$	15 hrs < T ≤ 22 hrs 30 mins 15 小时 < T ≤ 22 小时 30 分钟	5%
$A < 97.00\%$	T > 22 hrs 30 mins T > 22 小时 30 分钟	10%

### Service credit for Enhanced China DIA (Traffic optimization, POP-to-POP) service 增强互联网专线（国际加速，POP到POP）业务赔付标准

Monthly Availability - A 月可用率 - A	Duration of Unavailability (Monthly) - T 不可用时长 - T	Service Credit Percentage 赔付月租比例
$99.50\% \leq A < 99.90\%$	44 mins < T ≤ 4 hrs 44 分钟 < T ≤ 4 小时	3%
$98.00\% \leq A < 99.50\%$	4 hrs < T ≤ 15 hrs 4 小时 < T ≤ 15 小时	5%
$A < 98.00\%$	T > 15 hrs T > 15 小时	10%

### Service credit for Premium China DIA service 国际快线业务赔付标准

Monthly Availability - A 月可用率 - A	Duration of Unavailability (Monthly) - T 不可用时长 - T	Service Credit Percentage 赔付月租比例
$99.86\% \leq A < 99.90\%$	44 mins < T ≤ 1 hr 44 分钟 < T ≤ 1 小时	3%

99.50% ≤ A < 99.86%	1 hr < T ≤ 4 hrs 1 小时 < T ≤ 4 小时	5%
A < 99.50%	T > 4 hrs T > 4 小时	10%

- 2) If SELLER fails to meet the Average Round Trip Delay for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected China DIA port/circuit.  
如果在任一月份，卖方未能达到适用的平均往返时延标准，则卖方应当向买方支付业务赔付金额。该业务赔付总额为受影响互联网专线业务月租费的3%。
- 3) If SELLER fails to meet the Average Packet Loss Rate for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected China DIA port/circuit.  
如果在任一月份，卖方未能达到适用的平均丢包率标准，则卖方应当向买方支付业务赔付金额。该业务赔付总额为受影响互联网专线业务月租费的3%。
- 4) If SELLER fails to meet the Overseas Access Packet Loss Rate for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected China DIA port/circuit.  
如果在任一月份，卖方未能达到适用的海外访问丢包率标准，则卖方应当向买方支付业务赔付金额。该业务赔付总额为受影响业务月租费的3%。
- 5) If SELLER fails to meet the MTTR for any relevant month, SELLER shall pay the service credit(s) to BUYER. The amount of such service credit will be 3% of the respective Monthly Service Charge of the affected China DIA port.  
如在任何一个月份卖方未能达到平均恢复时间，则卖方应当支付业务赔付金额。该业务赔付总额为受影响专线上网业务端口月租费3%。
- 6) The service credit(s) payable by SELLER to BUYER shall collectively be referred to as “Service Credits”. 应当由卖方支付给买方的业务赔付金额统称为“业务赔付”。
- 7) The maximum Service Credits payable in aggregate for all Service Level Failure in respect of the Service under a particular Order Form in any calendar month is ten percent (10%) of the Monthly Service Charges of the affected service under that Order Form.  
在任何一个月，因未能达到业务水平而得出的总业务赔付总额不得超过受影响业务订单的月租费的10%。
- 8) BUYER shall notify SELLER in writing of any alleged failure to meet the Service Level promptly and not more than thirty (30) Days after the end of the month in which the alleged failure occurred.  
买方必须以书面形式及时通知卖方买方认为业务水平未达标，且不得迟于买方指控的未达标情形发生当月结束后的三十（30）天。
- 9) The Service Credit shall be paid not more than sixty (60) Days after the end of the month in which the alleged failure occurred.  
业务赔付必须在买方声称的未达标情形发生当月结束后六十（60）天内支付。
- 10) All relevant Service Credits do not apply to Burstable Bandwidth Service Charge.  
业务赔付不能应用于突发带宽服务费上。

### 13. Exclusions

#### 例外情形

- 1) BUYER shall not be entitled to any Service Credits in respect of failure to meet the Service Level where the failure is due to any of the events covered by the exclusions listed as follows:  
如因下文列出的任一项导致业务水平不达标，则买方无权享有业务赔付：
  - i. scheduled maintenance or any other interruptions or service changes agreed in advance in writing to the

other Party at least five (5) Days in advance of the scheduled maintenance (except for emergency situation that is or is reasonably likely to have an material impact on the Service, the Party will notify the other Party as soon as reasonably practicable of any emergency work);

已制定计划且双方同意的维修或其他任何中断或变更情形，并在计划维修之前向对方发出至少提前五（5）天的书面通知（但对业务有或有可能造成重大影响的紧急情形除外，此时一方应当视实际情况尽早向对方发出紧急作业的通知）；

- ii. failure or fault of application, equipment or facilities located on BUYER's premises supplied by SELLER unless it is caused or given rise by any act or omission by SELLER and failure or fault of the BUYER's applications, equipment or facilities wherever located.

由卖方提供的位于买方处所的应用、设备或设施的故障或过失导致的，除非该故障或过失由卖方的任何行为或不作为引起，以及位于任何地方属于买方的应用、设备或设施的故障或过失导致的；

- iii. acts or omissions of BUYER or its agents, subcontractors or employees or any user of the service authorized by BUYER;

买方或其代理、分包商或员工、或买方授权的任何业务用户的作为或不作为；

- iv. major cable fault caused by negligence or default of third parties;

因第三方的疏忽大意或不履行导致的重大电缆故障；

- v. any act or omission by BUYER, its employees, agents, or contractors over which BUYER exercises control including failure to comply with and observe SELLER's procedures or service guides or unavailability of relevant BUYER's personnel at times necessary for testing or connection of the Service; or

买方、或买方可行使控制权的买方员工、代理或分包商的任何作为或不作为，包括未能遵守卖方流程或业务指南的规定，或是相关买方人员未能在测试或业务连接需要时到场；或

- vi. any Force Majeure Events.

任何不可抗力事件。