

Terms and Conditions for CPE Proactive Monitoring Service (“CPMS Service”):

1. Definitions:

“Customer Premises Equipment” or “CPE” means the equipment located at the Customer’s site (regardless of whether such equipment is owned by the Customer or HGC) and to be monitored by CPMS service.

“HGC Connectivity Services” means HGC Data Service, DIA Premium Service, DIA Standard Service and BBS Service.

“SNMP” refers to Simple Network Management Protocol, a standard protocol for collecting and organizing information about the managed device on IP networks. SNMP is widely used in network management for network monitoring.

“ICMP” refers to Internet Control Message Protocol, a network layer protocol used by network devices to diagnose network communication issues.
2. Compatibility with the CPMS Service
CUSTOMER agrees to the followings for use of the CPMS Service:
 - (a) Subscribe for HGC Connectivity Service for a Fixed Contract Period;
 - (b) Subscribe for CPMS Services for a Fixed Contract Period;
 - (c) Provide HGC with requisite information to enable HGC to provide the CPMS Service;
 - (d) Ensure the applications, equipment, hardware, software and networks meet the CPMS Service’s minimum system requirements as determined by HGC from time to time;
 - (e) Ensure the CPE is properly configured in order to allow the SNMP and/or ICMP protocol exchange between the CPE and CPMS platform;
 - (f) If CUSTOMER subscribe CPE configuration backup service, CUSTOMER should grant the necessary access right for HGC to access the CPE for CPE configuration backup.
3. Responsibility of Customer
CUSTOMER shall be obliged to:
 - (a) Provide accurate and complete particulars/information to HGC and such particulars/information will be set out in the order/supplement form issued by HGC;
 - (b) Ensure the CPE is properly configured in order to allow the SNMP and/or ICMP protocol exchange between the CPE and CPMS platform;
 - (c) If CUSTOMER subscribe CPE configuration backup service, CUSTOMER should grant the necessary access right for HGC to access the CPE for CPE configuration backup;
 - (d) If CUSTOMER fails to provide the particulars stated in above (b) and (c) and cause HGC fails to provide the service, HGC shall not be liable to CUSTOMER or any third parties for any cost, expense, loss, damage or compensation.
4. Provision of CPMS Service is conditional upon subscription of the HGC Connectivity Services. Unless otherwise specified, the terms and conditions of HGC Connectivity Services which by their nature or otherwise should be applicable to the CPMS Service shall also apply upon subscription of the CPMS Service.
5. HGC makes no warranties, express or implied, as to the Service and shall not be liable to the Customer or any third parties for any failures, malfunctions or non-performance of the same or otherwise in the Customer relation to the use of the same. HGC specifically disclaims all implied warranties, including implied warranties of merchantability, fitness for purpose, title or non-infringement of third party rights.
6. In any event HGC shall not be under any liability whatsoever (whether in tort or contract or otherwise) to the Customer or to any third party for any cost, expense, loss, damage or compensation arising out of or in connection with any third party cyber-attacks, hacks, denial of service attacks, worms, trojan horses, virus, malware or other similar codes or devices
7. Under no circumstances shall HGC, its employees, agents or sub-contractors be liable for any losses or damages to the Customer arising from directly or indirectly out of the use of the Service and the service provided, any suspension, damage or malfunction of the Service for whatever reason.

8. Termination of the HGC Connectivity Service will automatically lead to termination of the CPMS Service as well as any value-added service subscribed for. However, the CPMS Service could be terminated on its own by giving one month's prior written notice to HGC.
9. Expiration date of the Fixed Contract Periods of both HGC Connectivity Service and CPMS Service will be aligned irrespective of whether both services are applied on the same date unless otherwise agreed between HGC and Customer.
10. Notwithstanding other provisions stated herein, the aggregate liability of HGC and any other suppliers / licensors engaged by HGC to the Customer under this offer shall be limited to (a) the total amount of service fee which HGC received from Customer during the six months' period preceding the event or circumstances giving rise to such liability; or (b) the monthly services fees multiplied by the number of months remaining of the Fixed Contract Period counting from the event or circumstances giving rise to such liability, whichever is lower.