

AMENDMENT TO BLOCKWIRING AGREEMENT

THIS AGREEMENT is made on _____,

BETWEEN

AND

(each a "Party" and collectively the "Parties")

WHEREAS:

- A. The Parties have entered into a Blockwiring Agreement dated ("Blockwiring Agreement"); and
- B. The Parties agree to vary and supplement certain rights and obligations under the Blockwiring Agreement regarding the leasing of Vertical Blockwiring together with Horizontal Blockwiring without Number Porting in accordance with the terms and conditions herein.

In consideration of the promises and undertakings made by the parties herein, IT IS HEREBY AGREED by the Parties as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following capitalized terms have the meanings given to them in this clause unless the context otherwise requires:

"Agreement" means these terms and conditions together with any schedules and attachments annexed hereto.

- 1.2 Unless the context otherwise requires, a term defined or construed in the Blockwiring Agreement and used in this Agreement but not defined or construed herein, shall have the same meaning and construction in this Agreement as it has in the Blockwiring Agreement.

2. TERM AND TERMINATION

2.1 This Agreement commences on the date first written above and shall continue and terminate in accordance with the Blockwiring Agreement.

3. ORDERING AND PROVISIONING: JOINT SITE VISIT

3.1 **(Supplement to clause 2.3)** After the receipt by the Owner of an Order for Vertical Blockwiring combined with Horizontal Blockwiring without Number Porting and for the purposes of determining availability of Blockwiring pursuant to **clause 2.3**, the Owner and Requesting Operator shall carry out a joint site visit to verify the availability of usable Vertical Blockwiring and Horizontal Blockwiring (“**Site Visit**”). This condition is without prejudice, and additional, to the conditions for availability set out in clauses 2.3(a) to (c).

3.2 Subject to clause 2.2 of the Blockwiring Agreement, if, in the reasonable opinion of the Owner, both Vertical Blockwiring and Horizontal Blockwiring as requested in the Order are available pursuant to the Blockwiring Agreement as amended by clause 3.1 above, the said Blockwiring shall be provisioned to the Requesting Operator in accordance with the Blockwiring Agreement.

3.3 **(Supplement to clauses 2.2 and Schedule 2)** Without prejudice and in addition to the Owner’s rights under the Blockwiring Agreement (including clause 2.2 and Schedule 2 (para 4)), if in the reasonable opinion of the Owner, no usable Horizontal Blockwiring is available to fulfil the Order, the Requesting Operator shall:

(a) cancel the Order (in the case where being the Requesting Operator); or

(b) amend the Order to Vertical Blockwiring only without affecting the proposed Available Dates (in the case where being the Requesting Operator).

3.4 An Order that has been amended in accordance with clause 3.3 (b) of this Agreement shall be dealt with as an accepted Order in accordance with the terms and conditions of the Blockwiring Agreement.

3.5 The term “Number Porting” has the meaning given in “Procedures for Handling Number Porting by Database Solution (HKTA 2102)”.

4. CHARGES

- 4.1 In accordance with clause 3.1 of this Agreement, the Requesting Operator shall pay the Owner a charge for the Site Visit in respect of additional works carried out by the Owner in addition to all charges applicable for normal order provisioning (“Additional Site Visit Charge”).
- 4.2 The Additional Site Visit Charge:
- (a) is HK\$95.80 per Order for each Vertical Blockwiring combined with Horizontal Blockwiring without Number Porting or per Order amended pursuant to clause 3.3 of this Agreement;
 - (b) shall be payable by the Requesting Operator even if the Site Visit cannot be completed due to the absence of the Requesting Operator or tenants;
 - (c) shall be payable by the Requesting Operator despite the availability of Vertical Blockwiring and Horizontal Blockwiring;
 - (d) shall constitute a “Blockwiring One-Off Charge” for the purposes of clause 9 of the . Blockwiring Agreement;
 - (e) shall be payable as a Blockwiring One-Off Charge” in accordance with clause 9 and Schedule 3 of the Blockwiring Agreement.

5. VARIATION TO BLOCKWIRING AGREEMENT

- 5.1 This Agreement is supplemental to, varies and forms part of the terms and conditions of the Blockwiring Agreement.
- 5.2 Subject to the terms and conditions herein, the terms and conditions of the Blockwiring Agreement continue in full force and effect.
- 5.3 This Agreement does not prejudice the rights and liabilities of the parties which have accrued under the Blockwiring Agreement prior to the date of this Agreement.
- 5.4 Without prejudice to clauses 5.1 and for the avoidance of doubt:
- (a) the liability of each Party howsoever arising by reason of, or in connection with, this Agreement shall be determined in accordance with clause 15 (limitation of liability and Indemnity) of the Blockwiring Agreement as if clause 15 was set out herein (mutatis mutandis), provided that a party’s collective liability in aggregate under this Agreement and the Blockwiring

Agreement shall not be greater than its maximum liability under the Blockwiring Agreement; and

- (b) the termination rights of each party set out in clause 10 (Term Review and Termination) under the Blockwiring Agreement are deemed to be repeated herein (mutatis mutandis); and
- (c) this Agreement automatically terminates without further notice upon the termination of the Blockwiring Agreement for any reason.

Executed as an AGREEMENT.

SIGNED

as authorised representative for

SIGNED

as authorised representative for

Title:

Date:

Title:

Date: