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[REDACTED]

AND

[REDACTED]

**AGREEMENT FOR THE
LEASING OF FIBRE BLOCKWIRING**

[REDACTED]

[REDACTED]

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TABLE OF CONTENTS

<u>Clause Number</u>	<u>Page No.</u>
1. DEFINITIONS AND INTERPRETATION	1
2. SCOPE OF AGREEMENT	4
3. BLOCKWIRING ORDERING PROCEDURES	4
4. CONTRACT	6
5. ARRANGEMENTS FOR BIP	8
6. [INTENTIONALLY DELETED]	8
7. CUSTOMER FIBRE MANAGER	8
8. USE OF BLOCKWIRING	8
9. FAULT REPORTING AND MAINTENANCE	9
10. NO INFRINGEMENT AND GRANT	11
11. CHARGES AND PAYMENT	11
12. TERM REVIEW AND TERMINATION	12
13. FORCE MAJEURE	14
14. CONFIDENTIALITY	14
15. INDEMNITY AND LIMITATION OF LIABILITY	15
16. DISPUTE RESOLUTION (OTHER THAN BILLING DISPUTE)	17
17. NOTICES	17
18. GENERAL	18

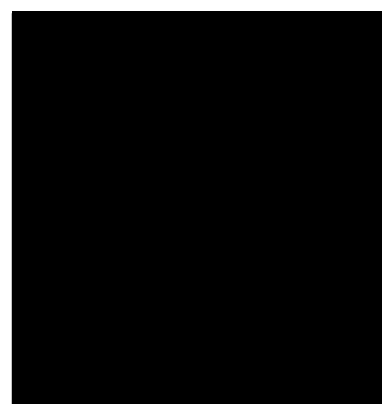
Schedules

Schedule 1: Provisioning and Maintenance of BIP

Schedule 2: Specifications, Ordering, Provisioning and Maintenance of Blockwiring

Schedule 3: Charges and Billing

Attachment A: Blockwiring O&M Manual



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THIS AGREEMENT is made _____

BETWEEN: _____

AND: _____

WHEREAS

- A. _____ wish to provision to each other their respective Blockwiring in accordance with the procedures and terms and conditions set out in this Agreement.
- B. The Parties hereby agree that this Agreement sets out the terms and conditions on which each Party will provision transmission capacity over Blockwiring to the other Party.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. The following terms used in this Agreement will have the following meaning, unless a contrary intention is specified:

"Associated Company" in relation to a Party means:

- (a) a "subsidiary" of that Party, a "holding company" of that Party and a "subsidiary" of the same "holding company" as those terms are defined in the Companies Ordinance (Cap 32) of Hong Kong; and
- (b) any corporate partnership in which one or more companies referred to in paragraph (a) together hold a controlling interest.

"Available Date" means the day when the Providing Operator informs the Requesting Operator that the Blockwiring specified in an accepted Order is available to the Requesting Operator in accordance with this Agreement and that the Blockwiring can be operated in accordance with the specifications set out in Schedule 2.

"BIP" means a physical interfacing device (and associated cabling) in accordance with the specifications set out in Schedule 1 or such other physical interfacing device which may be agreed by the Parties from time to time and installed as close as practically possible to the Providing Operator's main distribution frame (usually located on the ground floor or in the basement of the relevant Blockwiring Building) for connecting the Requesting Operator's Network to the Blockwiring to be provisioned in accordance with this Agreement.

"BIP Application" means a written application by the Requesting Operator to the Providing Operator in relation to the provisioning of a BIP which contains information relating to a BIP as specified in Schedule 1 or such other information as may be agreed by the Parties from time to time.

"BIP Charges" means the charges payable for the provisioning of BIP under this Agreement as set out in Schedule 3.

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"BIP Specifications" means the specifications for a BIP as set out in Schedule 1.

"Blockwiring" means transmission capacity over any two cores of fibre blockwiring circuit owned by the Providing Operator and/or its Associated Company and already installed and in place within a Blockwiring Building which consists of a combination of Vertical Blockwiring and Horizontal Blockwiring.

"Blockwiring Building" means any building in which there is Blockwiring and in respect of which the Parties have made arrangements for the provision of BIP in accordance with this Agreement.

"Blockwiring Charges" means the charges payable under this Agreement as set out in Schedule 3.

"Blockwiring One-off Charges" means that part of the Blockwiring Charges which are payable one-off on the Available Date of the Blockwiring, as stated in clause 1 of Schedule 3.

"Blockwiring Recurrent Charges" means that part of the Blockwiring Charges which is recurrent in nature and payable each month during the term of the relevant Contract, as stated in clause 2 of Schedule 3.

"Blockwiring O&M Manual" means the operations and maintenance manual, a draft of which is set out in Attachment A and as updated from time to time in accordance with the procedures set out therein.

"Business Day" means Monday to Friday from 9:00 am to 5:00 pm (except public holiday).

"Confidential Information" means all information, know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in tangible or intangible form) relating to or developed in connection with or in support of the business of the Parties, and any matter of a confidential nature concerned with or arising out of this Agreement, which is disclosed to or learnt by a Party under or in connection with this Agreement, but does not include:

- (a) information which is or becomes generally available in the public domain (other than through any breach of this Agreement); or
- (b) information rightfully received by a Party from a third person who is under no obligation of confidentiality to the other Party and who has not obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the other Party; or
- (c) information which was known by the receiving Party before disclosure by the disclosing Party; or
- (d) information which has been developed by the receiving Party independently without reference to the information disclosed by the disclosing Party.

"Contract" means each individual agreement for the provisioning of transmission capacity over Blockwiring as is established when an Order is accepted by the Providing Operator in accordance with this Agreement.

"Customer" in relation to Blockwiring, means the person to whom a Party supplies telecommunication service over the Blockwiring.

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"Customer Fibre Manager" means the apparatus located inside the Customer's premises within a Blockwiring Building which the Providing Operator uses to terminate the Horizontal Blockwiring for the provisioning of telecommunication services to the Customer.

"Force Majeure" means anything outside the reasonable control of the Party affected including acts of God, epidemic, industrial disputes or any kind, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion or meteor, governmental restraint, expropriation or prohibition, any action or event that infringes property rights, inability or delay in granting or obtaining governmental approvals, consents, permits, licences or authorities including but not limited to from Government Agencies, or termination or withdrawal of such approvals, consents, permits or licences.

"FTNS Licence" means the Fixed Telecommunication Network Services licence granted to each Party pursuant to the Ordinance.

"Government Agency" means any government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law (including but not limited to the Telecommunications Authority).

"Hong Kong" means Hong Kong Special Administrative Region as defined in the Interpretation and General Clauses Ordinance (Cap.1).

"Horizontal Blockwiring" means that section of a two cores of fibre blockwiring circuit within a Blockwiring Building connecting between a Fibre Manager and a Customer Fibre Manager which the Providing Operator agrees to install for leasing to the Requesting Operator.

"Fibre Manager" means the apparatus located on a floor of a Blockwiring Building which the Providing Operator uses to terminate the Vertical Blockwiring on that floor.

"Loss" means loss, cost, damage, expense and charge.

"Network" In relation to a Party means the network, as defined in Schedule 2 of that Party's FTNS Licence, established or maintained or used by that Party pursuant to its FTNS licence.

"Order" means a written order from the Requesting Operator to the Providing Operator which contains information specified in Part B section 3 of Schedule 2 for the provision of leased transmission capacity over a Blockwiring in accordance with this Agreement.

"Ordinance" means the Telecommunications Ordinance (Cap. 106), as the same may be amended or replaced from time to time.

"Party" means [REDACTED] or [REDACTED] and "Parties" means both of them.

"Providing Operator" means the Party who provisions transmission capacity over Blockwiring to the Requesting Operator under this Agreement.

"Requesting Operator" means the Party who requests the Providing Operator to provision transmission capacity over a Blockwiring in accordance with this Agreement.

"Standard Provisioning Period" means the standard target provisioning period that is specified in Schedule 2 for the provisioning of Blockwiring after an Order has been accepted by the Providing Operator or is deemed to have been accepted by the Providing Operator.

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"**Tax**" means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding tax (together with any related interest, penalty, fine and expense in connecting with any of them) levied or imposed by any Government Agency, other than those imposed on overall income.

"**Telecommunications Authority**" or "**TA**" has the meaning given to the term "Authority" in the Ordinance.

"**Vertical Blockwiring**" means that section of two cores of fibre blockwiring circuit already in place within a Blockwiring Building connecting the BIP and a Fibre Manager.

1.2. In this Agreement unless the context otherwise requires:

- (a) the singular includes the plural and vice versa.
- (b) a reference to a document includes any amendment, replacement or novation of that document;
- (c) if a period of time is specified and commences or ends on dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (d) a reference to any Party includes its successors and permitted assigns, and a reference to Party or person includes bodies incorporate and unincorporate;
- (e) a reference to "include" or cognate expressions does not limit what else may be included;
- (f) a reference to this Agreement includes all the schedules and attachments, and their contents will have the same force and effect as if expressly set out in the body of this Agreement,
- (g) a reference to dollars or \$ is to Hong Kong dollars; and
- (h) a reference to a charge means that charge as varied from time to time in accordance with this Agreement.

2. SCOPE OF AGREEMENT

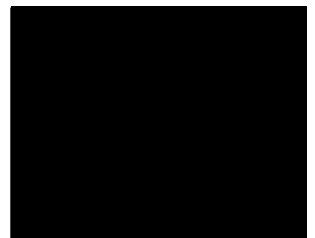
2.1. This Agreement sets out the terms and conditions on which:

- (a) each Party as a Requesting Operator may request the Providing Operator to provision Blockwiring under this Agreement; and
- (b) the Providing Operator will provision Blockwiring in accordance with the terms of this Agreement.

2.2. The Parties will use their respective reasonable endeavours to finalise the Blockwiring O&M Manual within a reasonable period of time after the signing of this Agreement. When the Blockwiring O&M Manual is concluded, it shall be deemed to be part of this Agreement.

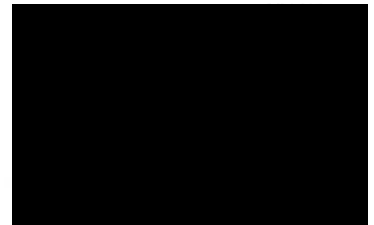
3. BLOCKWIRING ORDERING PROCEDURES

1



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- 3.1. From time to time, the Requesting Operator may place an Order with the Providing Operator in accordance with Schedule 2.
- 3.2. The Providing Operator may reject an Order:
- (a) in accordance with clause 5 of Schedule 2; or
 - (b) if the Blockwiring requested in the Order is not available on the date of receipt of the Order.
- 3.3. For the purpose of clause 3.2(b) of this Agreement and the requirements set out in Schedule 2 and subject to clauses 3.5 and, 3.6, Blockwiring will be regarded as being available if all the conditions set out in the following paragraphs are satisfied:
- (a) there is suitable fibre wiring in place for Blockwiring in the proposed Blockwiring Building which complies with the relevant specifications set out in Schedule 2; and
 - (b) where there is suitable Vertical Blockwiring in place and the Providing Operator agrees to install that Horizontal Blockwiring for leasing it to the Requesting Operator under the terms and conditions of this Agreement or other mutually agreed terms and conditions; and
 - (c) the Blockwiring is not on the date of receipt of the Order:
 - (i) being used by any person (including the Providing Operator); or
 - (ii) reasonably required to be used by the Providing Operator during the period of [REDACTED] after the proposed Available Date on the basis of the Providing Operator's current business plans at the date of receipt of the applicable Order; or
 - (iii) the subject of a written order received by the Providing Operator from a third Party (including a telecommunication service provider) who wishes to use that Blockwiring or a service provided by the Providing Operator using that Blockwiring and that order is received on or before the date of the Order; or
 - (vi) the subject of a bona fide order placed with the Providing Operator on or before the date of receipt of the Order by a person (other than a telecommunication service provider) who wishes to use the Blockwiring or a service provided by the Providing Operator using the Blockwiring.
- 3.4. Acceptance of an Order in any building will be conditional on suitable arrangements being made for the provision of BIP in that building in accordance with clause 5.
- 3.5. Subject to clause 3.3(b), provisioning of Vertical Blockwiring is limited to existing fibre wiring that is in situ on the date of receipt of the Order and which complies with the relevant specifications set out in Schedule 2. The Providing Operator is under no obligation to install any new Vertical Blockwiring as a result of this Agreement unless it expressly agrees to do so. If there is an uncertainty as to whether an in situ Vertical Blockwiring exists in a building, the parties shall, within [REDACTED] upon request by either party, carry out a site inspection in the building to ascertain and confirm whether an in situ Vertical Blockwiring exists in that building.



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- 3.6. If the Requesting Operator requires to use any Blockwiring that is used by any third Party (including telecommunication service provider) to serve a customer who wishes to become a Customer, the Requesting Operator must agree further arrangements with that third Party and the Providing Operator.
- 3.7. The Parties agree to negotiate in good faith as to the provisioning of inter TBE room wiring connecting the main TBE room of a housing estate to other TBE rooms within the same housing estate.

4. CONTRACT

- 4.1. If the Providing Operator informs the Requesting Operator that its Order has been accepted under Schedule 2, a Contract will be deemed to have been established between the Providing Operator and the Requesting Operator in respect of the specified Blockwiring. Clauses 4 to 18 (inclusive) of this Agreement which are applicable to Blockwiring are deemed to be incorporated in each Contract as its terms and conditions. The Providing Operator will provide the Blockwiring provisioned under that Contract and in accordance with the terms and conditions of that Contract.
- 4.2. Intentionally deleted.
- 4.3. A Contract may be terminated by the Requesting Operator by giving [REDACTED] prior written notice to the Providing Operator.
- 4.4. The Providing Operator may terminate a Contract if:
 - (a) notice of demolition of the Blockwiring Building has been issued, or
 - (b) the Providing Operator no longer retains ownership or the use of the subject Blockwiring by force of law or exercise of a legal right (excluding an assignment referred to in clause 4.6),

and in any of the above circumstances the Providing Operator will give the Requesting Operator [REDACTED] written notice for termination (except to the extent that: (i) the Providing Operator is given less notice of demolition of a Blockwiring Building from the building management office ("BMO") of that building in which case the notice period under this clause will not apply and the Providing Operator's responsibility in this respect will be to notify the Requesting Operator as soon as practicable after receiving notice from the BMO of the Blockwiring Building of its demolition); or (ii) the Providing Operator has been first made aware of the cessation of ownership or use by force of law less than [REDACTED] prior to the actual cessation of ownership or use, in which event the Providing Operator's responsibility will be to notify the Requesting Operator as soon as practicable after being made aware of such event.

- 4.5. The Providing Operator may terminate a Contract by giving [REDACTED] written notice to the Requesting Operator if the Providing Operator or a third Party conducts technology upgrade to the subject Blockwiring. The Parties agree that they will negotiate in good faith for suitable arrangements to continue provisioning of service by the Requesting Operator to the Customers who would be affected by such termination.
- 4.6. The Providing Operator may terminate a Contract by giving [REDACTED] written notice to the Requesting Operator if the Providing Operator assigns ownership of the subject Blockwiring. In the event of a proposed assignment of ownership by the Providing Operator of the relevant Blockwiring to an Associated Company, the Providing Operator will use its best endeavours

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to procure the assignee to continue provisioning of the affected Blockwiring based on the same terms and conditions of the Contract.

- 4.7. The Providing Operator may terminate a Contract by giving [REDACTED] written notice to the Requesting Operator if the Providing Operator decommissions blockwiring generally in a particular geographical area where the Blockwiring Building is located, and the Parties will negotiate for an orderly termination plan for all affected Contracts as may be reasonably practicable under the circumstances.
- 4.8. The Providing Operator may terminate a Contract by giving [REDACTED] written notice to the Requesting Operator at any time during the term of a Contract if the Providing Operator requires to use the Blockwiring the subject of that Contract, and if as at the date of that notice or after the date of receipt of that notice:
- (a) the Requesting Operator or one of its Associated Companies owns or has access to blockwiring or other transmission capacity in that building that is reasonably substitutable for the Blockwiring and is not being used by it to supply a telecommunications service to a Customer in the Blockwiring Building; or
 - (b) the Requesting Operator has a right to be provided with reasonably comparative rights of use from a third person in respect of blockwiring or other transmission capacity that is reasonably substitutable for that Blockwiring and has not been lawfully refused comparative rights of use in respect of that reasonably substitutable blockwiring or other transmission capacity; or
 - (c) the Customer of the Requesting Operator in that Blockwiring Building has terminated all telecommunications services provided over that Blockwiring by the Requesting Operator; or
 - (d) the Requesting Operator does not have a Customer in that Blockwiring Building for telecommunications services provided over that Blockwiring (but this paragraph (d) does not apply during the initial period of [REDACTED] after the Available Date of that Blockwiring);

then that Blockwiring will no longer be available for use by the Requesting Operator under this Agreement, the Requesting Operator must notify the Providing Operator within [REDACTED] of the existence of any or all of the circumstances in paragraphs (a), (b), (c) and (d) and disconnect that Blockwiring from its Network as soon as is reasonably possible, provided that:

- (e) if there is any bona fide dispute in relation to whether paragraph (a), (b), (c) or (d) applies or in relation to the relevant technical implementation, the Parties will resolve that dispute in accordance with the dispute resolution procedures incorporated in this Agreement.
- 4.9. Where Blockwiring is available under this Agreement, the normal target lead-time for making the Blockwiring available to the Requesting Operator under this Agreement is the Standard Provisioning Period in accordance with Schedule 2. If the Providing Operator offers a shorter standard provisioning period to other customers for blockwiring in similar circumstances compared with the Standard Provisioning Period (except in respect of price, provided any such difference in price is taken into account in the following negotiations), the Providing Operator will negotiate in good faith with the Requesting Operator to consider revisions to the Standard Provisioning Period.

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- 4.10. The Parties will provision Blockwiring under this Agreement in accordance with Schedule 2 and the Blockwiring O&M Manual.

5. ARRANGEMENTS FOR BIP

- 5.1. The Requesting Operator may, from time to time, send a BIP Application to the Providing Operator in accordance with Schedule 1 to elect for the provision of a BIP in which the Providing Operator provides the BIP in the identified building in accordance with clause 5.1 of Schedule 1 to allow for the provision of Blockwiring to the Requesting Operator requesting use of Blockwiring in that building.
- 5.2. If the Requesting Operator request the Providing Operator to provision the BIP, the Requesting Operator must pay the BIP Charges and the Providing Operator will provide the BIP in accordance with this Agreement (including Schedule 1) and will maintain the BIP in accordance with this Agreement and the Blockwiring O&M Manual for the term of this Agreement, such that the BIP capacity for which the Requesting Operator has paid BIP Charges will be used by the Providing Operator only for provisioning Blockwiring to the Requesting Operator in accordance with this Agreement.
- 5.3. The Provider Operator shall procure that the BIP provided by it complies with the BIP Specifications. The Providing Operator may vary the BIP Specifications in accordance with Schedule 1 and notify the Requesting Operator in writing, provided that such variations of the BIP Specifications shall not be applied retrospectively. BIP provisioned after the variation date must comply with the new specifications, but BIPs that have already been installed will not be affected by the variation.
- 5.4. The Requesting Operator will be responsible for providing facilities for its equipment, distribution frame, external cables, tie cables, and fibre patchcords to connect its Network to the BIP and the BIP will serve as a demarcation point between the Providing Operator's Blockwiring and the remainder of the Requesting Operator's Network.

6. [INTENTIONALLY DELETED]

7. CUSTOMER FIBRE MANAGER

- 7.1. If the Requesting Operator places an Order for Blockwiring and that Order is accepted in accordance with this Agreement then:
- (a) the Providing Operator will be responsible for maintaining the Blockwiring up to and inclusive of the Customer Fibre Manager for the term of the Contract;
 - (b) the Providing Operator is not responsible for relocating the Customer Fibre Manager or providing any wiring beyond the Customer Fibre Manager at the Customer's premises; and
 - (c) the Requesting Operator may install extension wiring extending from the Customer Fibre Manager installed by the Providing Operator and must reinstate the Customer Fibre Manager to the condition it was provisioned on the Available Date as soon as the relevant Contract is terminated unless otherwise agreed by the Providing Operator at the time of termination.

8. USE OF BLOCKWIRING

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- 8.1. The Requesting Operator must not use any Blockwiring provisioned to it under this Agreement or allow any other person to use that Blockwiring in such a way that may:
- (a) cause interference to the telecommunications services supplied by the Providing Operator or any third Party to the relevant Blockwiring Building, or
 - (b) threaten the safety or well-being of any person or property in the relevant Blockwiring Building, or
 - (c) cause operational inconvenience to users of other wiring in the relevant Blockwiring Building,

and the Parties shall investigate that interference or threat in the manner set out in the Blockwiring O&M Manual but without prejudice to the Providing Operator's rights under this clause.

- 8.2. If the Requesting Operator fails to remedy a breach of clause 8.1 (b) immediately upon receiving oral or written notice of such breach from the Providing Operator, the Providing Operator may immediately suspend the use of that Blockwiring. The Providing Operator may terminate the Contract of that Blockwiring if the Requesting Operator does not within [REDACTED] rectify the breach to the reasonable satisfaction of the Providing Operator.
- 8.3. If the Requesting Operator fails to remedy a breach of clause 8.1 (a) or 8.1 (c) within [REDACTED] of receiving oral or written notice of such breach from the Providing Operator, the Providing Operator may suspend service of that Blockwiring and/or install a device to limit use of that Blockwiring. The Providing Operator may terminate the Contract of that Blockwiring if the Requesting Operator does not within a further [REDACTED] rectify the breach to the reasonable satisfaction of the Providing Operator.
- 8.4. The Providing Operator will discontinue suspension of the use of the Blockwiring if the Requesting Operator proves to the Providing Operator's reasonable satisfaction before termination of the relevant Contract becomes effective, that the breach has been remedied and that resumption of use of the Blockwiring by the Requesting Operator will not result in a breach of clause 8.1 (a), 8.1 (b) or 8.1(c).

9. FAULT REPORTING AND MAINTENANCE

- 9.1. The Requesting Operator acknowledges that the Providing Operator is under no obligation to receive fault reports from Customers or other persons or to conduct any fault detection and rectification except as expressly required by this Agreement to maintain Blockwiring in accordance with the specifications set out in Schedule 2 and the Blockwiring O&M Manual following notification of a fault by the Requesting Operator and, accordingly, the Requesting Operator must:
- (a) receive fault reports in respect of Blockwiring made by any of its Customers or any other person;
 - (b) ascertain that the fault reported by the Customer is not the result of any equipment or facility other than the Blockwiring;
 - (c) having properly determined that the fault appears to have occurred in the Blockwiring provide a fault report to the Providing Operator describing the fault symptoms and the checking already conducted by the Requesting Operator; and

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- (d) otherwise comply with fault notification procedures that the Parties may agree from time to time.
- 9.2. Upon receiving the necessary information from the Requesting Operator in relation to a faulty Blockwiring, the Providing Operator will use its reasonable efforts to restore service of the faulty Blockwiring within the target restoration period specified in Schedule 2. If the Providing Operator offers a shorter standard target restoration period to its other customers in similar circumstances from time to time compared to the target restoration period specified in Schedule 2 (except in respect of price, provided any such difference in price is taken into account in the following negotiations), the Providing Operator will negotiate in good faith with the Requesting Operator to consider revisions to the target restoration period specified in Schedule 2.
- 9.3. The Providing Operator may choose to replace any Blockwiring that is subject to a Contract, either for operational or other reasons. The Providing Operator must use its reasonable endeavours to minimise any service interruption to Customers of the Requesting Operator because of such replacement and must:
- (a) in the case of replacement of all of the blockwiring in a Blockwiring Building for preventative maintenance purposes - give the Requesting Operator at least [REDACTED] prior notice of the replacement; or
 - (b) in the case of other replacements - give the Requesting Operator substantially the same period of notice which the Providing Operator would give its customers in similar circumstances notice of such replacement,
- except where such notice is not practical due to emergency.
- 9.4. If the Requesting Operator notifies the Providing Operator of a number of faults in a Blockwiring over a reasonably short period of time but that Blockwiring still operates in accordance with the specifications set out in Schedule 2, the Parties will negotiate in good faith (including any increase in the Blockwiring Charges) in relation to any other technical or commercial alternatives in response to the fault. If the Parties cannot resolve alternatives in a mutually acceptable manner in the good faith negotiations (which may include replacing a Blockwiring that does not comply with specifications set out in Schedule 2), the Providing Operator may cease to maintain that Blockwiring in accordance with this clause or may terminate the Contract for that Blockwiring by giving [REDACTED] notice to the Requesting Operator, unless the Parties agree on the amount of additional maintenance fees for that Blockwiring in respect of attending to any fault not due to a failure of the Blockwiring to operate in accordance with the specifications set out in Schedule 2.
- 9.5. The Requesting Operator must not access, handle, or conduct any work on the Fiber Manager or the Blockwiring, except with the express consent and in the presence of the Providing Operator's authorised representative. While performing maintenance work, the Requesting Operator must not interfere with the wiring circuits and other facilities of the Providing Operator except:
- (a) the demarcation point at the BIP;
 - (b) the end of the horizontal blockwiring provided by the Requesting Operator; and
 - (c) the Customer Fibre Manager but subject to and in accordance with clause 7.

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- 9.6. The Providing Operator may only enter the premises of the Requesting Operator's Customer to perform maintenance work if accompanied by a representative of the Requesting Operator. The Providing Operator and the Requesting Operator will agree on a time for the joint visit.
- 9.7. The Requesting Operator must:
- (a) use its reasonable efforts to provide the Providing Operator with safe and reasonable access to the relevant Customer's premises as may be reasonably required to enable the Providing Operator to perform its obligations under this Agreement;
 - (b) obtain the permission of any third person required to give effect to paragraph (a); and
 - (c) not authorise or allow any person other than a person reasonably identified as an authorised representative of the Providing Operator to maintain, modify, repair or interfere with the Blockwiring, the Fibre Manager and the Providing Operator's BIP.
- 9.8. The Requesting Operator acknowledges and agrees that where the Providing Operator's obligations under this Agreement are contingent on it obtaining safe and reasonable access to a Customer's premise then the Providing Operator is relieved of its obligations under this Agreement which are to the extent that such obligations are in any way affected by the Requesting Operator's delay in arranging and carrying out a joint visit under clause 9.6 of this Agreement or pursuant to Schedule 2 or the Requesting Operator is unable to ensure access by the Providing Operator under conditions described in clause 9.7 (a).

10. NO INFRINGEMENT AND GRANT

- 10.1. The Requesting Operator acknowledges that the Providing Operator gives no warranties or representations in relation to the Blockwiring other than as set out in this Agreement and other than warranting that the Blockwiring will comply with the specifications set out in Schedule 2 so long as and to the extent it is not being applied to a use which is outside those specifications.
- 10.2. Nothing in this Agreement is to be construed as vesting in the Requesting Operator:
- (a) any right, title or property interest in any Blockwiring; and
 - (b) any right of use in respect of the Blockwiring the grant or enjoyment of which would contravene any law, or breach any licence, permit or approval issued by any Government Agency, or infringe any right of or breach any arrangement with a third person (including the building owner or a third party with property interest).
- 10.3. The Providing Operator or its nominee retains all title to the BIP, the Blockwiring, the Fibre Manager and the Customer Fibre Manager if they are provided by the Providing Operator.

11. CHARGES AND PAYMENT

- 11.1. The Requesting Operator must pay in relation to each Blockwiring the Blockwiring Charges in accordance with this clause and Schedule 3 as follows:
- (a) if the Requesting Operator has requested the Providing Operator to provide the BIP, the BIP Charge which will become payable upon completion of the installation of a BIP provided by the Providing Operator under clause 5.1 of Schedule 1, and if the Providing Operator has already installed a BIP in a building the BIP Charge will be

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payable when the Requesting Operator places the first Order in respect of that building;

- (b) the Blockwiring One-off Charges which will become payable on the actual Available Date of the specified Blockwiring;
- (c) the Blockwiring Recurrent Charges are payable each month in advance. The first payment of such charge in respect of a Blockwiring shall be payable in advance on the actual Available Date and calculated from the actual Available Date for that Blockwiring until the last day of that month; and
- (d) other charges identified as payable by the Requesting Operator in Schedules 1, 2 and 3.

11.2. Intentionally deleted

11.3. The Parties must comply with the billing and settlement procedures set out in Schedule 3.

11.4. If any retrofit work or relocation of a Blockwiring is required, the Parties will negotiate to decide who will conduct such work and the terms and conditions for performing that work.

11.5. All Blockwiring Charges are subject to review and adjustment as mutually agreed by the Parties on or before [REDACTED]. Upon reasonable request by either Party to review any Blockwiring Charges, the Parties shall engage in good faith negotiation on the Blockwiring Charges. If the Parties fail to reach agreement within a reasonable time, either Party may request determination from the Telecommunications Authority.

12. TERM REVIEW AND TERMINATION

12.1. This Agreement shall be deemed to have commenced on [REDACTED] and will continue until terminated in accordance with this clause 12.

12.2. This Agreement shall be for an initial term of [REDACTED] and, thereafter, shall be renewed automatically on same terms and conditions for successive term(s) of [REDACTED] ([REDACTED] each. A Party may terminate this Agreement at any time during the initial or any renewed term by giving [REDACTED] prior written notice to the other Party.

12.3. Either Party will be entitled to terminate this Agreement at any time with immediate effect by giving the other Party notice in writing if:

- (a) the other Party is in material breach of this Agreement (other than payment of charges) and that breach is not remedied within [REDACTED] after receiving written notice to do so, and this paragraph (a) shall be without prejudice to the Providing Operator's right of termination in accordance with clause 8.2 or 8.3; or
- (b) an order is made or an effective resolution is passed for the winding up or dissolution without winding up (otherwise than for the purposes of reconstruction or amalgamation) of the other Party and the order or resolution remains in effect for a continuous period of [REDACTED] or
- (c) a receiver, receiver and manager, provisional liquidator, liquidator, official manager or like official is appointed over the whole or a substantial part of the other Party's undertaking and property and the appointment remains in effect for a continuous period of [REDACTED] or

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- (d) a holder of an encumbrance takes possession of the whole or any substantial part of the other Party's undertaking and property; or
- (e) a Force Majeure event, substantially and adversely affecting the ability of a Party to perform its obligations under this Agreement, continues for a period of [REDACTED] or more; or
- (f) the Telecommunications Authority revokes that Party's FTNS Licence.

12.4. The Providing Operator will be entitled to terminate any Contract at any time with immediate effect in any of the following circumstances:

- (a) without limiting the Providing Operator's right of termination under clause 8, if the Requesting Operator breaches a material provision of that Contract (other than payment of charges under this Agreement) and that breach is not remedied within [REDACTED] after receiving written notice to do so; or
- (b) if the Requesting Operator breaches a payment provision of that Contract and that breach is not remedied within [REDACTED] after receiving written notice to do so in which case payment of the relevant sum and any overdue interest will remedy the breach.

12.5. Either Party may terminate a Contract at any time with immediate effect:

- (a) if a Force Majeure event, substantially and adversely affecting the ability of the other Party to perform its obligations under the Contract, continues for a period of [REDACTED] or more;
- (b) if any of the events identified in clause 12.3 (b), (c), (d), or (f) occurs; or
- (c) if arrangements have been made between the Providing Operator, the Requesting Operator and a third party telecommunication service provider for the release of the subject Blockwiring for use by that third party to serve any person who wishes to become a customer of that third party.

12.6. If a notice of termination of this Agreement (as opposed to an individual Contract) is issued in accordance with clause 12, the Providing Operator is not obliged to accept any new Orders from the Requesting Operator nor is the Providing Operator obliged to fulfill any existing Orders from the Requesting Operator which have not been accepted pursuant to the provisions of Schedule 2.

12.7. If a terminating event for this Agreement also constitutes a terminating event for any Contract then that Contract may be terminated in accordance with its own terms and the notice for termination of this Agreement will be deemed to be notice for termination of each Contract affected by the same event. This Agreement shall continue to apply to any Contract existing at the time of termination of this Agreement until the expiry or termination of that Contract. Upon giving notice to terminate this Agreement, the Providing Operator may give notice to terminate a Contract with effect on the date which is the earlier of (a) the expiration of the [REDACTED] written notice of termination, or (b) termination date of this Agreement.

12.8. On termination of any Contract, the Requesting Operator must immediately pay to the Providing Operator all Blockwiring Charges (whether or not due) which have accrued up to the date of termination and unpaid under that Contract.

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- 12.9. Termination of this Agreement or any Contract will not extinguish or otherwise affect any rights of any Party against the other which:
- (a) have accrued before the date of termination of this Agreement or that Contract; or
 - (b) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement or that Contract which arose before the date of termination of this Agreement or that Contract.

13. FORCE MAJEURE

- 13.1. If in relation to a Blockwiring, a Party is unable to perform an obligation under a Contract or this Agreement (other than an obligation to pay charges under this Agreement) by reason of a Force Majeure event, that obligation is suspended to the extent that it is affected by, during the continuance of, the Force Majeure event, if that Party:
- (a) gives the other Party prompt notice of the Force Majeure event setting out the details of the Force Majeure event and an estimate of the extent and duration of its inability to perform; and
 - (b) uses all possible diligence to remove that Force Majeure event as quickly as possible.
- 13.2. If the Force Majeure event continues for a period of [REDACTED] after a notice given under this clause, the Parties must meet to discuss in good faith a mutually satisfactory resolution to the problem.
- 13.3. The requirement that a Force Majeure event be removed with all possible diligence does not require the settlement of strikes, lockouts or other labour disputes or claims or demands by any government or building owner on terms contrary to the wishes of the Party affected.
- 13.4. A Party may not rely on an act or omission of an Associated Company as an event of Force Majeure except where that act or omission is beyond the reasonable control of that Associated Company.

14. CONFIDENTIALITY

- 14.1. During the term of this Agreement, the Parties may become privy to each other's Confidential Information. Each Party agrees that it shall maintain in confidence Confidential Information disclosed by the other Party and that such information shall not be disclosed to any third parties unless such information:
- (a) must be disclosed to an independent common carrier or regulatory body as a necessary incident or furnishing public data communications switching service; or
 - (b) as may be necessary or required by law by any governmental agency or court order or the law.
- 14.2. Each Party shall take all reasonable steps to ensure that its employees, agents or any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information. Each Party shall remain liable for any breach by its employees, agents or sub-contractors of this confidentiality undertaking.

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14.3. Neither Party shall without the other Party's prior written consent make any news release or public announcement concerning the subject matter of this Agreement.

15. INDEMNITY AND LIMITATION OF LIABILITY

15.1. Each Party acknowledges that this clause:

- (a) provides for certain exclusions and limitations by each Party of liability to the other Party for the Party's Loss;
- (b) does not exclude or limit the application of any provision of any law where to do so would:
 - (i) contravene that law; or
 - (ii) cause any part of this clause to be void; and
- (c) does not exclude or limit a Party's right to seek or obtain any remedy that may be available at law or in equity when damages are not an adequate remedy, including but not limited to an injunction or specific performance.

15.2. Notwithstanding clauses 15.4 and 15.5 or any other provisions of this Agreement, each Party excludes all liability to the other Party (whether under contract, tort, statute or otherwise) for any:

- (a) consequential or indirect Loss (including loss of revenue or profits) of the other Party;
- (b) liability of the other Party to any third party for any:
 - (i) consequential or indirect Loss (including loss of revenue or profits) of that third party (other than consequential or indirect Loss of a natural person for personal injury or death under a claim by a natural person, referred to in clauses 15.4(a) and 15.5(a));
 - (ii) direct Loss of that third party other than direct Loss of a type referred to in clause 15.4 and clause 15.5; and
- (c) liability of the other Party to a government agency under or in relation to the other Party's FTNS licence (including under any performance bond relating to that Party's FTNS licence);

suffered or incurred by the other Party during or after the term of this Agreement arising under or in any way out of or in connection with this Agreement and / or any Contract, the performance of this Agreement and / or any Contract, or the termination of this Agreement and / or any Contract.

15.3. Other than Loss of a type referred to in clause 15.4, the liability of one Party to the other in contract, tort or otherwise (including any liability for negligence) arising by reason of or in connection with this Agreement and all contracts is limited to [REDACTED] for any one incident or series of events arising from a single incident or common cause and in no case will a Party be liable for aggregate amount of in excess of [REDACTED] for all liability arising by reason of or in connection with this Agreement and all Contracts.

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15.4. Subject to clause 15.2, nothing in this Agreement and / or any Contract under this Agreement in any way excludes or restricts a Party's ("Indemnifying Party") liability to the other Party ("Innocent Party") for:

(a) Loss of the Innocent Party arising from any claim against the Innocent Party by any natural person for any injury to or death of

(i) any of the Indemnifying Party's personnel;

(ii) any of the Innocent Party's personnel; and

(iii) any other person;

caused by the negligence of the Indemnifying Party or its employees, agents or contractors arising out of or in connection with this Agreement and / or any Contract under this Agreement;

(b) direct Loss arising from damage to or Loss of any equipment, facility or other tangible property of the Innocent Party or any other person caused by the negligence of the Indemnifying Party or its employees, agents or contractors arising out of or in connection with this Agreement and / or any Contract under this Agreement, and

(c) direct Loss arising from an intentional breach of this Agreement and / or any Contract under this Agreement by the Indemnifying Party or its employees, agents or contractors or any fraud.

15.5. Subject to clause 15.2 each Party ("Indemnifying Party") indemnifies the other Party ("Innocent Party") against all:

(a) Loss of the Innocent Party arising from any claim against the Innocent Party in relation to any injury or death of

(i) any of the Indemnifying Party's personnel; and

(ii) any of the Innocent Party's personnel; and

(iii) any other person;

caused by the negligence of the Indemnifying Party or its employees, agents or contractors arising out of or in connection with this Agreement and / or any Contract under this Agreement;

(b) direct Loss arising from damage to or Loss of any equipment, facility or other tangible property of the Innocent Party or any other person caused by the negligence of the Indemnifying Party or its employees, agents or contractors arising out of or in connection with this Agreement and / or any Contract under this Agreement; and

(c) direct Loss arising from an intentional breach of this Agreement and / or any Contract under this Agreement by the Indemnifying Party or its employees, agents or contractors or any fraud.

15.6. The limitations of liability under this clause do not apply to any liability to pay charges under this Agreement and / or any Contract under this Agreement.

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- 15.7. The exclusions and limitations of liability under this clause apply in aggregate for all Contracts and not as separate limitations or exclusions of liability under separate Contracts. The limitation of liability clauses are to be applied such that a Party's limitation of liability under this Agreement and / or any Contract under this Agreement are not exceeded as a result of any separate liability for the same event under any other arrangement between the Parties.
- 15.8. This clause 15 survives termination of this Agreement.

16. DISPUTE RESOLUTION (OTHER THAN BILLING DISPUTE)

Working Group

- 16.1. A Party may give written notice to the other Party setting out any dispute that Party has in relation to the subject matter of this Agreement. On receipt of that notice each Party will appoint representatives to a working group. The Parties shall procure that their representatives should meet within [REDACTED] to use their best efforts to resolve the dispute.

Technical Matters

- 16.2. The Parties will refer disputes of a technical nature to a technical working committee established under the Blockwiring O&M Manual. The Parties will procure that their representatives on the technical working committee should meet within [REDACTED] to use their best efforts to resolve the dispute in the manner set out in the Blockwiring O&M Manual. For avoidance of doubt, any dispute related to service levels or specifications will constitute a subject matter for dispute under this clause 16.2.

Senior Management

- 16.3. If the working group or the technical working committee is not able to resolve the dispute within [REDACTED] of that dispute being referred to it, the Parties will refer the dispute to the senior management of both Parties for resolution, who will seek to resolve the dispute within a further period of [REDACTED]

Without Prejudice

- 16.4. After complying with the procedures of dispute resolution set out under this clause 16, a Party may approach the TA or exercise any legal right that may be available to it. The dispute resolution as set out under this clause 16 is without prejudice to the right of a Party to seek the intervention of the TA or a court.

17. NOTICES

- 17.1. A notice, consent, request or any other communication under this Agreement ("communications") must be in writing and must be left at the address of the addressee, or sent by prepaid post (airmail if posted to or from a place outside Hong Kong) to the address of the addressee or sent by facsimile to the facsimile number of the addressee specified below or any other address or facsimile number the addressee requests.

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[REDACTED]

Attention: [REDACTED]

Address: [REDACTED]

Facsimile: [REDACTED]

[REDACTED]

Attention: [REDACTED]

Office held: [REDACTED]

Address: [REDACTED]

Facsimile: [REDACTED]

Copy to: [REDACTED]

Facsimile: [REDACTED]

- 17.2. A notice, consent, request or any other communication is deemed to be received:
- (a) if by hand delivery, when it is delivered;
 - (b) if a letter, three days after posting (seven, if posted to or from a place outside Hong Kong); and
 - (c) if a facsimile, at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient.

17.3. If a Party intends that communications on operational issues be sent to another addressee and facsimile number within its company, it may notify the other Party of the same by issuing a notice in the manner stated above in clause 17.1.

17.4. Communications received by a Party outside of normal working hours on any Business Day will be regarded as being received on the immediately following Business Day.

18. GENERAL

Acknowledgment

18.1. The Parties acknowledge that the existence of this Agreement or the inclusion of any specific right or obligation in this Agreement is entirely without prejudice to whether the grant of that right or the acceptance of that obligation falls within or outside the terms of section 36A of the Ordinance or any obligation under its FTNS Licence.

[REDACTED]

[REDACTED]

[REDACTED]

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Cumulative rights

- 18.2. The rights, powers and remedies of a Party under this Agreement are cumulative with the rights, powers or remedies provided by law independently of this Agreement.

Exercise of rights

- 18.3. A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy.

Waiver and variation

- 18.4. A provision or a right under this Agreement may not be waived except in writing signed by the Party granting the waiver, or varied except in writing signed by the Parties.
- 18.5. Failure or delay of any Party at any time to take action against the other Party as provided in this Agreement will not affect such first-mentioned Party's right to require full performance of this Agreement at any time thereafter. Waiver by any Party of a breach of any provision of this Agreement will not constitute a waiver of any subsequent breach nor in any way affect any right, power or remedy of that Party under this Agreement.

Approvals and consents

- 18.6. A Party may give or withhold its approval or consent conditionally or unconditionally in its discretion unless this Agreement states otherwise.

Further assurances

- 18.7. Each Party must, at its own expense, do everything reasonably necessary to give full effect to this Agreement. Each Party must bear its own costs in negotiating, preparing and signing of this Agreement.

Entire agreement

- 18.8. This Agreement contains the entire agreement and understanding between the Parties relating to Blockwiring, and supersedes and cancels in all respects all previous letters of intent, agreements or arrangements between the Parties on this subject matter.

No partnership

- 18.9. The relationship between the Parties under this Agreement does not constitute a partnership.

Severability

- 18.10. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality, validity and enforceability of the other provisions of this Agreement. The illegal or invalid provisions will be treated as being deleted from this Agreement and no longer incorporated, but all other provisions of this Agreement will continue to be binding on the Parties.

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Taxes

- 18.11. The Requesting Operator must pay all Taxes payable in relation to this Agreement and the transactions evidenced by this Agreement.

Assignment

- 18.12. Neither Party may assign its rights, powers or remedies under this Agreement without the prior written consent of the other Party.

Governing Law and Jurisdiction

- 18.13. This Agreement is governed by the laws of Hong Kong.
- 18.14. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

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SCHEDULE 1

PROVISIONING AND MAINTENANCE OF BIP

Terms define in this Agreement apply in this Schedule.

Part A - Specifications

1. BIP Specifications

- 1.1 The typical fibre BIP has to provide a minimum capacity of 12 cores and should be wall mounted. FC/SC connectors should be used to correspond to the FC/PC Ceramic Sleeves Coupling inside the BIP. Splice loss of single mode optical fibre should not exceed 0.3 dB loss.
- 1.2 The Providing Operator may from time to time inform the Requesting Operator by written notice of any change to the specifications set out in clause 1.1 of Schedule 1, and BIP that are installed after the date of such notice shall comply with latest specification.
2. A BIP that is provided by the Providing Operator must comply with the BIP Specifications and will have a capacity that is capable of provisioning at least cores of fibre blockwiring to the Requesting Operator.

The Providing Operator shall allow subsequent expansion in step of the initial capacity upon receiving written request from the Requesting Operator. The Requesting Operator shall negotiate with the Providing Operator for any quantity of BIP in steps which may exceed the initial quantity for the subsequent expansion provided that the Requesting Operator commits to utilize at least % of the total acquired BIP capacity within the next months. In a bottleneck situation where new BIP cannot be provided, the Providing Operator may dismantle the "over-estimated" BIP of a Requesting Operator at the expense of the latter, including the costs for the provisioning and subsequent recovery works.

3. [Intentionally Deleted]
4. Each time when the Providing Operator provisions Blockwiring requested in an Order, it will connect a pair of fibre patchcord from BIP to the Providing Operator's fibre MDF.

Part B - Application Procedures

5. BIP Application

- 5.1 Each BIP Application must be in writing and must state whether the Requesting Operator requests that the Providing Operator provides the BIP in which case the BIP Application must contain information specified in clause 5.2 of this Schedule and must state whether it is for new installation or expansion of installed capacity.
- 5.2 Each BIP Application under clause 5.1 of this Schedule must contain the following information:
 - (a) name of building;
 - (b) desired quantity of circuit pairs to be terminated to the BIP with initial and ultimate capacity (standard quantity is cores);

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- (c) proposed date for which the BIP is to be ready for the Requested Operator to pre-wire its own tie cable to the BIP;
- (d) contact person and telephone number of the Requesting Operator; and
- (e) a BIP code identifying the installed BIP.

6. Response to Application

6.1 The provisioning lead time of BIP is the same as the provisioning lead time for Blockwiring, as set out in Part C of Schedule 2. The Providing Operator may reject:

- (a) a BIP Application under clause 5.1 of this Schedule, if it is impractical for the Providing Operator to accept the application due to constraints in respect of the Providing Operator in situ main distribution frame located in the MDF room of that building.
- (b) a BIP Application under clause 5.1 of this Schedule, if the proposed location of the BIP to be provided by the Requesting Operator is not suitable or is currently being used for another purpose, or the BIP Application does not contain information required by this Agreement and/or this Schedule.

If the Providing Operator rejects a BIP Application it will provide written reasons for that rejection, and for reason specified in clause 6.1 (a) of this Schedule, the Providing Operator will suggest an alternative arrangement to the Requesting Operator.

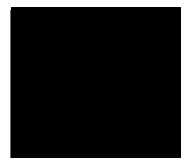
6.2 If the Providing Operator accepts a BIP Application for the Providing Operator to provide the BIP, the Providing Operator will inform the Requesting Operator of the number and details of termination points available to the Requesting Operator for that BIP if specified capacity of BIP is allocated to the Requesting Operator in advance, the location of the BIP and the targeted date when the BIP will be available for the Requesting Operator to run its own tie cable.

7. Provisioning Lead Time of BIP

7.1 The provisioning lead time of BIP is the same as the provisioning lead time for Blockwiring, as set out in Part C of Schedule 2.

7.2 The Parties acknowledge that the above provisioning lead time does not apply if:

- (a) the Providing Operator receives a large number of requests to provision BIP within a short time frame, in which case the Requesting Operator will be treated in a non-discriminatory manner;
- (b) permission of building management is required for installing the BIP and that permission is not obtained or is delayed;
- (c) the Blockwiring Building is on an outlying island, a restricted area or a hill top; or
- (d) Customer premises is not readily accessible.



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7.3 If the BIP cannot be provided within the standard provisioning lead time, the Providing Operator will inform the Requesting Operator as soon as practical when the Providing Operator becomes aware of it and will propose an alternative available date.

8. BIP Expansion

8.1 The Requesting Operator will keep track of the usage rate of the installed BIP. When the Requesting Operator reasonably foresees that the spare BIP capacity cannot meet the forecasted growth in the coming month, it will make a new BIP Application to the Providing Operator for additional BIP under clause 5.1 of this Schedule.

8.2 The Parties agree that BIP charges as stated in Schedule B will apply and be payable by the Requesting Operator to the Providing Operator if the Requesting Operator requests that the Providing Operator provides the BIP.

9. BIP Replacement

9.1 This Schedule does not cover the situation of replacing a BIP which has already been installed and provisioned by the Providing Operator other than for normal wear-and tear of the BIP. The Parties will negotiate in good faith in relation to such replacement.

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SCHEDULE 2

**SPECIFICATIONS, ORDERING, PROVISIONING AND
MAINTENANCE OF BLOCKWIRING**

Terms defined in the Blockwiring Agreement apply in the Schedule unless the context requires otherwise.

Part A - Specifications

1. Blockwiring

1.1 The specifications for the Blockwiring are:

- (a) Standard indoor single-mode fibre cable;
- (b) Attenuation: no more than 2 dB for the whole length;
- (c) FC/PC connector on both ends with less than 40 dB refraction; and
- (d) conform to ITU-T G.652 recommendation.

[Intentionally Deleted]

Part B - Ordering Procedures for Blockwiring

3. Order

3.1 From time to time, the Requesting Operator may apply in writing for the provisioning of Blockwiring in a Blockwiring Building by the Providing Operator. The request for a Blockwiring circuit will constitute an individual Order, but the Requesting Operator may include several Orders in the same Order Form if all these Orders are in respect of the same Customer, the same premises and the same Blockwiring Building and have the same proposed Available Dates.

3.2 Each Order in respect of a Blockwiring circuit should include:

- (a) the name of the Blockwiring Building;
- (b) the floor for which a Blockwiring is required,
- (c) a BIP code identifying the BIP for fibre patching work;
- (d) the terminating point at the BIP;
- (e) the proposed Available Dates and cut-over times of the Blockwiring; and
- (h) contact person of the Requesting Operator.

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4. Response of Order

4.1 The Providing Operator must respond in writing within [REDACTED] of receiving an order form. The Providing Operator will use its reasonable efforts to attend site visit with the Requesting Operator to establish the location of fibre box at customer premises in order to meet the provisioning lead time:

- (a) to accept that Order and, the Providing Operator will specify the terminating point at the BIP for provisioning the Blockwiring requested under that accepted Order; or
- (b) to notify the Requesting Operator that the Providing Operator's acceptance of the Order requires the resolution of a Review Event as set out in clause 4.2 below in which case clause 4.3 will apply; or
- (c) to reject that Order because the requested Blockwiring is not available as set out in clause 3.2 of the Agreement.

4.2 The Providing Operator will notify the Requesting Operator if any of the following matters affect an Order ("**Review Event**"):

- (a) the Order does not contain all the required information;
- (b) the period between the date of the Order is accepted and the proposed Available Date is less than the Standard Provisioning Period;
- (c) arrangement for BIP in the relevant Blockwiring Building have not been made in accordance with this Agreement;
- (d) capacity of the existing BIP has to be expanded to provision the Blockwiring requested in the Order;
- (e) the Providing Operator has received requests for a large number of blockwiring to be provisioned within a short period of time;
- (f) if the Order Form contains several Orders and circumstances will require more than one site visit for provisioning Blockwiring under those Orders;
- (g) significant additional site works at customer premises are required such that a longer lead time will be required; or
- (h) other circumstance which makes it difficult and/or impractical for the Providing Operator to provision the requested Blockwiring in accordance with the terms and conditions of this Agreement.

4.3 If the Providing Operator withholds acceptance of an Order due to a Review Event, it will send a Review Event notice to the Requesting Operator indicating the reasons for the unavailability and the proposed solutions. If the Requesting Operator accepts the proposed solutions, it needs to amend the Order Form accordingly and re-submit an Order Form to the Providing Operator within [REDACTED]. Otherwise the Order is deemed to be cancelled by the Requesting Operator.

4.4 If the Providing Operator requires further information and does not receive the requested information within [REDACTED], the Requesting Operator is deemed to have cancelled the relevant Order. After the Providing Operator receives the requested information, the [REDACTED]

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Providing Operator shall inform the Requesting Operator within [REDACTED] whether the Order is accepted in accordance with clause 4.1 of this Schedule.

- 4.5 Acceptance of Order must be in writing and must specify the planned Available Date for each circuit ("Planned Available Date"). The Planned Available Date shall be the date calculated by adding the Standard Provisioning Period to the date of acceptance, but shall not be earlier than the proposed Available Date stated in the Order.
- 4.6 If the Requesting Operator requires Blockwiring to be provisioned earlier than the date they would otherwise be provisioned under clause 4.5 of this Schedule it will notify the Providing Operator that it requests earlier provisioning of the Blockwiring in which case:
- (a) the Providing Operator will notify the Requesting Operator of any overtime charges for provisioning the Blockwiring by that earlier date to be calculated according to the Providing Operator's prevailing man-hour rates as described in the Schedule 3; and
 - (b) the Blockwiring will be provisioned in accordance with the timetable agreed by the Parties.

The Providing Operator will endeavour to provision Blockwiring without incurring overtime charge, but if this will require commitment of resources by the Providing Operator other than in accordance with its usual provisioning practices, the Providing Operator will inform the Requesting Operator of the additional charges for the Providing Operator to meet the requirements. Any charges for labour incurred by the Providing Operator under these circumstances will be calculated in accordance with the Providing Operator's prevailing man-hour rates as described in Schedule 3.

- 4.7 Normal Working Hours are from 9:00 am to 5:00 pm for Monday to Friday and from 9:00 am to 1:00 pm for Saturday (except public holiday).
- 4.8 Order must be received by the Providing Operator and acceptance of Order must be received by the Requesting Operator during Normal Working Hours.
- 4.9 Order or acceptance of Order received after Normal Working Hours will be regarded as received on the immediately following Business Day by the receiving Party.

5. Rejection of Order

- 5.1 The Providing Operator may reject an Order if:
- (a) the Requesting Operator is in material breach of this Agreement; or
 - (b) in the event that any of the Review Events apply and the Parties are not able to resolve that Review Event having negotiated in good faith in an effort to do so.

6. Variations or Cancellation

- 6.1 If the Requesting Operator wishes to vary or cancel, in whole or in part, an Order which has been accepted by the Providing Operator, it must:
- (a) notify the Providing Operator of that variation or cancellation in writing; and
 - (b) pay the Providing Operator the applicable variation or cancellation charge set out below:

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Time of Notification of Change	Variation/Cancellation Charge (% of Blockwiring One-off Charges)
Before the date of acceptance of the order	█
Between the date of acceptance and █ before the agreed Planned Available Date	█
Within █ before the agreed Planned Available Date	█

For the purpose of calculating the variation or cancellation charge, the amount of Blockwiring One-off Charges that will be included are the site-visit charge and the installation charge specified in Schedule 3.

- 6.2 Order variation is limited to variation of Planned Available Date only. If the Requesting Operator varies the Planned Available Date, the Parties will negotiate in good faith to agree on a new Available Date. The Requesting Operator can request to bring forward or delay the Planned Available Date. The Providing Operator will inform the Requesting Operator of any over-time work which is necessary for the Providing Operator to agree to the newly proposed Available Date and the charges for such over-time work which will be payable by the Requesting Operator. For this purpose, the over-time work will be charged at the Providing Operator's prevailing man-hour rates as described in Schedule 3. If the newly proposed Available Date is later than the Planned Available Date and is within █, the Providing Operator shall not charge more than the normal charge for the provision of the Blockwiring. If the Parties cannot agree on a new Available Date which is no later than █ after the original Planned Available Date, the Order is deemed to be cancelled and the Requesting Operator must pay cancellation charge.
- 6.3 An Order for a specified Blockwiring circuit is deemed to be cancelled if the Requesting Operator informs the Providing Operator that:
- (a) the Requesting Operator cancels the Order for that circuit, or
 - (b) the Requesting Operator varies a matter specified in clause 3.2 (a) or (c) of this Schedule, or
 - (c) the Requesting Operator requests variation of other matter, and that variation will require substantial change to the provisioning work already performed by the Providing Operator, including arrangement or location of BIP.

Part C - Standard Provisioning Period

7. Standard Provisioning Period

- 7.1 The Providing Operator will use its reasonable efforts to provision the Blockwiring requested in an Order within █ for fibre Blockwiring in Blockwiring Buildings for both commercial and residential use from the date of receipt of that Order.
- 7.2 The Providing Operator will use its reasonable endeavours to provision Blockwiring in accordance with this Agreement, but the Parties acknowledge that the following factors may affect the ability of the Providing Operator to meet the above provisioning targets, and if any

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of these circumstances arises the Providing Operator will provide the Requesting Operator with an estimate of the provisioning period for that case:

- (a) a pre-provisioning site visit is required;
- (b) line removal and line upgrade is required;
- (c) provisioning of a large number of Blockwiring is required within a short time frame;
- (d) work by the Requesting Operator or Customer is required;
- (e) the Blockwiring Building is not readily accessible, or is located in outlying island, restricted areas or hill tops;
- (f) installation, expansion or replacement of BIP for the relevant Blockwiring Building is not yet completed; or
- (g) the Providing Operator has received a large number of requests from the Requesting Operator or other Parties for Blockwiring to be provisioned within a short time period.

7.3 If the event specified in clause 7.2 (g) of this Schedule occurs, the Providing Operator will treat all the Parties in a non-discriminatory manner and negotiate with the Requesting Operator in good faith for a plan to meet the Order.

7.4 If at any time after acceptance of an Order:

- (a) during its site visit to fulfill that Order, the Providing Operator discovers that no suitable wiring is available, or
- (b) the Providing Operator has reason to believe that it will not be reasonably practical in all relevant circumstances to provision the Blockwiring circuit by the Planned Available Date,

the Providing Operator will inform the Requesting Operator immediately and negotiate in good faith for an alternative solution or Available Date.

8. Notice of Available Date

When the Providing Operator completes the provisioning of a requested Blockwiring, it will issue a completion notice to inform the Requesting Operator of the Available Date of that Blockwiring.

Part D - Maintenance

9. Target Restoration Time

9.1 If the Providing Operator receives a fault notification given by the Requesting Operator in accordance with the Agreement, the Providing Operator will respond to such notification within ■ minutes, ■ hours a day and ■ days a week. The Providing Operator will use its reasonable endeavours to restore service of the faulty Blockwiring within ■ after receipt of fault notification with a confidence level of ■. However, for fault cases which can be handled by spare fibre core swapping and there is no need to lay new fibre cable, the maximum fault restoration time will not exceed ■ after fault notification. The target ■

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availability of the Blockwiring is [REDACTED]. The said target can be revised from time to time by mutual written agreement between the Parties.

9.2 The Parties acknowledge that the following factors may affect the ability of the Providing Operator to meet the above maintenance targets:

- (a) inability or delay in accessing installation site and other relevant sites (such as private premises, access approval from the Building Management Office, the Customer's premises is inaccessible or the need to coordinate an appointment where work on the Horizontal Blockwiring and/or the Customer Fibre Manager is required) which are beyond the reasonable control of the Providing Operator;
- (b) power failure at the relevant Blockwiring Building;
- (c) additional time awaiting approval from the Requesting Operator, management of the relevant Blockwiring Building, and/or the Customer;
- (d) a force majeure event*;
- (e) major cable fault;
- (f) the Blockwiring Building is not readily accessible, or is located in outlying island, restricted areas or hill tops;
- (g) replacement / removal of wiring is required;
- (h) non-availability of any materials or services from third parties (provided such unavailability is beyond the reasonable control of the Providing Operator);
- (i) failure or fault of third party's local or international customer access circuits;
- (j) failure or fault of applications, equipment or facilities located on site or premises which are not supplied by the Providing Operator;
- (k) fault, act or omission of the Requesting Operator;
- (l) BIP, fibre cable damage caused by negligence or default of third parties;
- (m) the connections are modified or altered in any form and deviate from the original configuration;
- (n) where the Blockwiring (or any part thereof) is modified or altered in any way.

* Includes without limit to weather constraints that is severe thunderstorm, black rain storm or typhoon warnings of number 8 or above which may affect staff safety on carrying out repair duties.

10. Maintenance Responsibilities

10.1 The Providing Operator will be responsible for the maintenance of those facilities it provides in respect of a specified Blockwiring including:

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- (a) the Providing Operator's BIP, or alternatively the fibre patch cords or tie cable for connecting the Requesting Operator's BIP to the Providing Operator's fibre MDF, as may be applicable;
 - (b) the Blockwiring which is provisioned by the Providing Operator; and
 - (c) Customer Fibre Manager provided by the Providing Operator.
- 10.3 While performing maintenance work, the Requesting Operator must not interfere with the wiring circuits and other facilities of the Providing Operator, except:
- (a) the demarcation point at the BIP;
 - (b) the wire connector end of the horizontal blockwiring provided by the Requesting Operator;
 - (c) the Customer Fibre Manager provided that the work is subject to and in accordance with the terms and conditions of this Agreement.

11. Fault Handling and Reporting

- 11.1 Each Blockwiring will be given a circuit identity in the notice of Available Date given by the Providing Operator in accordance with this Schedule, and this identity is used for reference in all communications between the Parties.
- 11.2 The Parties will operate a fault reporting point to deal with faults or service problems relating to Blockwiring. The Requesting Operator will receive and handle fault reports from its Customer and will perform the necessary fault investigation. If the faults are identified as located in the Providing Operator's Blockwiring section, the Requesting Operator should report them to the Providing Operator together with the necessary information and identification.
- 11.3 If the maintenance work to be performed by the Providing Operator involves replacement of any circuit or any planned outage, the Providing Operator must use its reasonable endeavours to minimise any service interruption to Customers of the Requesting Operator because of such replacement and must:
- (a) in the case of replacement of all of the Blockwiring in a building for preventative maintenance purposes - the Providing Operator will give at least [REDACTED] days prior notice to the Requesting Operator; or
 - (b) in the case of the other replacements - give the Requesting Operator notice where the Providing Operator would give its Customers in similar circumstances notice of such replacement,

except where such notice is not practical due to emergency.

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SCHEDULE 3

CHARGES AND BILLING

Charges

1. One-off installation charges:

- (a) (i) Site Visit: HK\$ 223 per visit at the same building; and
- (ii) In respect of Orders that are contained in one Order Form issued in accordance with Schedule 2 of this Agreement and which are in respect of provisioning Blockwiring to the same building with the same available Date/time, the Providing Operator may be able to complete several Orders during the same site visit. In these circumstances where no separate visit is required for provisioning each Order, the site visit charge specified in clause 1(a) of this Schedule is payable for only the actual visits made.

(b) Installation:

- (i) combined vertical and horizontal Blockwiring section including: HK\$ 7,500 per 2 cores
 - a. supply and install 20m path cords
 - b. provision of pigtails, fibre splicing, testing and commissioning for end-to-end (vertical plus horizontal) connectivity of 2 core fibres
 - c. joint site visit for fibre acceptance
- (ii) set-up charge at customer premises, including: HK\$ 14,000 per 2 cores
 - a. metal conduit at common area at common area (max. 50m)
 - b. fibre cable run and termination (max. 80m)
 - c. 12 port fibre patch panel or wall mounted fibre box and accessories at customer premises
 - d. normal site survey visits

This charge does not apply if there is available capacity in already installed fibre box and accessories at customer premises and there is in-situ horizontal fibre cores to the location in concern. For length of metal conduit and/or fibre cable run longer than the maximum length, the charge will be quoted on a case by case basis.

2. Recurrent monthly charges:

Item	Fibre Blockwiring
Combined vertical plus horizontal Blockwiring section	HK\$ 250 per 2 cores

The above charges are payable monthly in advance.

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- (b) the amount in dispute;
- (c) reasons for dispute; and
- (d) supporting documentation as appropriate.

10. Notification of dispute must be delivered by hand or by post or by facsimile and must reach Providing Operator within [REDACTED] from the date of receipt of the invoice by Requesting Operator. Any dispute raised after [REDACTED] from the date of receipt of the invoice by Requesting Operator will not be considered a dispute item and the invoice must be settled in full by the invoice due date.

11. Dispute Investigation

- (a) In respect of any dispute, the Parties will investigate any discrepancy that may have occurred in relation to the disputed items. Alternatively, the Parties will arrange for joint investigation when there is discrepancy between the records maintained by the Parties. Such joint investigation is expected to or should be completed within [REDACTED] from the dispute notification date.
- (b) A dispute is not valid if there is no error found in respect of the invoice in dispute within [REDACTED] from the dispute notification date. If the dispute is not valid, the Requesting Operator must pay overdue interest on the disputed amount commencing from the original invoice due date.

12. Non-settlement of Dispute

The Parties must use their reasonable efforts to promptly resolve any dispute notified under this section. If the Parties are unable to resolve any dispute in relation to the accounting process which affects the amount in dispute within [REDACTED] after notification of the dispute, the Parties will refer the dispute to the senior management of the Parties for resolution by any means they deem suitable which may include referring the matter to a certified public accountant, who will act as an expert.

13. Resolution

- (a) Following the dispute investigation, the Requesting Operator must pay the amount resolved to be payable by it ("resolution amount") and overdue interest on the resolution amount to be calculated from the original invoice due date to the actual payment date.
- (b) Any resolution (including principal and interest) must be settled within [REDACTED] of the dispute resolution date.

14. If the Providing Operator does not receive the outstanding principal and interest within [REDACTED] from the dispute resolution day, it may include overdue interest in respect of these amounts in the next invoice issued to the Requesting Operator.

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Attachment A

Blockwiring O&M Manual

To be discussed and agreed jointly by both parties.

