

THIS AMENDING AGREEMENT TO THE CUSTOMER ACCESS AGREEMENT is made on:

BETWEEN:

AND:

## BACKGROUND

- A. On \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ signed the Customer Access Agreement (the "Agreement").
- C. \_\_\_\_\_ and \_\_\_\_\_ agreed on the Commencement Date to amend the Agreement in accordance with the terms and conditions of this agreement (the "Amending Agreement").

## THE PARTIES AGREE:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Amending Agreement, a term which is defined in the Agreement but which is not defined in this Amending Agreement has the same meaning as in the Agreement. Any term which is not defined in this Amending Agreement but which is defined in the TNA Agreement has the same meaning as in the TNA Agreement.
- 1.2 In this Amending Agreement:
- "Commencement Date"** means \_\_\_\_\_
- "TNA Agreement"** means the Transmission Network Establishment Agreement entered into between the parties dated \_\_\_\_\_ as supplemented by the Supplement to the Transmission Network Establishment Agreement dated \_\_\_\_\_ and any other supplementary agreement to the Transmission Network Establishment Agreement entered into by the parties in writing from time to time.
- 1.3 In this Amending Agreement, headings and boldings are for convenience only and do not affect the interpretation of this agreement and, unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include any gender;

- (c) a reference to a party, clause, schedule, exhibit or annexure is a reference to a party or clause of, or a schedule, exhibit or annexure to, this agreement; and
- (d) a reference to this agreement includes any schedule, exhibit or annexure to this agreement.

## 2. AMENDMENTS

2.1 The parties agree that, effective from the Commencement Date the Agreement is amended in the following manner:

- (a) The definition of Leased Circuit is replaced with the following definition:

““Leased Circuit” means the dedicated E1 or T1 transmission capacity as described in the specifications in Schedule 8 to be provided by the Service Provider to the Service Requester under this Agreement from the relevant Switch Site Equipment to the point represented by the end of the Tie Cable which is connected to the Requester Equipment at the relevant Exchange Site.”;

- (b) The definition of TNA Agreement is replaced with the following definition:

““TNA Agreement” means the Transmission Network Establishment Agreement entered into between the Parties dated \_\_\_\_\_ as supplemented by the Supplement to the Transmission Network Establishment Agreement dated \_\_\_\_\_ and any other supplementary agreement to the Transmission Network Establishment Agreement entered into by the Parties in writing from time to time.”;

- (c) The following new clause 1.4 is added to the Agreement:

“1.4 Any term which is not defined in this Agreement but which is defined in the TNA Agreement has the same meaning as in the TNA Agreement.”;

- (d) Clause 9.1 of the Agreement is replaced by the following:

““The Service Requester is responsible for ordering and must order Leased Circuits that may be E1 or T1 as chosen by the Service Requester in respect of an Exchange Site in accordance with the Leased Circuit O&P Procedures and in the following manner :

- a) 2 Leased Circuits on acceptance of the Accepted Site Application in respect of that Exchange Site, and
- b) 1 additional Leased Circuit at any time if the number of LALs in respect of that Exchange Site reaches the capacity threshold described in Schedule 8.”;

(e) Clause 9.4(b) of the Agreement is replaced by the following:

“(b) which are within 2 kilometres of the relevant exchange.”;

(f) The following is inserted into Part A of Schedule 8 of the Agreement:

“T1 transmission capacity over the Leased Circuit will apply the following specification:-

Bit Rate: 1.544 Mb/s + or - 50 ppm  
Electrical Characteristics: Comply with CCITT (Blue book) G.703 (Section 2) and G.824  
Line Code: AMI or B8ZS - to NWT's request  
Framing: G.704 Sections 2.1 and 3.1 and SF, - at NWT's request  
Bit Error Ratio at Interface: <1 in 10<sup>6</sup>”

(g) Paragraph 1 of Part B of Schedule 8 to the Agreement is replaced with the following:

“Each E1 Leased Circuit can support 30 channels and each T1 Leased Circuit can support 24 channels, and each channel can be used in association with 7 LALs. For the purpose of provisioning Customer Access Service at an Exchange Site, the capacity is calculated as follows :

(number of E1 Leased Circuits which are Ready For Use) x 7 x 30, or  
(number of T1 Leased Circuits which are Ready For Use) x 7 x 24.”;

(h) The table in paragraph 2 of Part B of Schedule 8 to the Agreement is replaced with the following:

No. of Leased Circuit provisioned	Capacity Threshold	The additional Leased Circuit to be ordered
<b>E1</b>		
Initial 2	300	3 rd
3	510	4 th
4	720	5 th
5	930	6 th
6	1,140	7 th
7	1,380	8 th
8	1,590	9 th
9	1,800	10 th
10 or more	note 1	

T1			
Initial	2	216	3 rd
	3	384	4 th
	4	552	5 th
	5	720	6 th
	6	888	7 th
	7	1,086	8 th
	8	1,254	9 th
	9	1,422	10 th
	10 or more	note 2	

“Notes

1. Capacity Threshold = (no. of E1 Leased Circuits which are RFU) x 7 x 30 - 90
2. Capacity Threshold = (no. of T1 Leased Circuits which are RFU) x 7 x 24 - 90”;

- (i) Paragraphs 1(a) and (b) of Part E of Schedule 8 of the Agreement are replaced by the following:

“(a) The end of one Leased Circuit terminating at the \_\_\_\_\_ Switch Site will be counted as one E1 or one T1 end towards the relevant Minimum Required Capacity; and

(b) The end of one Leased Circuit terminating at the Exchange Site will be counted as one E1 or T1 end towards the relevant Minimum Required Capacity.”

**3. GENERAL**

- 3.1 Each reference in the Agreement to “this Agreement” includes the Agreement as amended or supplemented from time to time.
- 3.2 The terms and conditions of the Agreement are confirmed to the extent that they are not amended by this Amending Agreement.
- 3.3 This Amending Agreement is governed by the laws of Hong Kong and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

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SIGNED as an agreement:

SIGNED for and on behalf of

.....  
Witness Signature

.....  
Name (please print) Name (please print)

SIGNED for and on behalf of

.....  
Witness Signature

.....  
Name (please print) Name (please print)