



## **2. Ordering and Provisioning of Leased Circuits**

2.1 The following new clause 4.2 (k) is inserted into clause 4.2 after clause 4.2(j):

“4.2(k) confirmation if LAL with corresponding Leased Circuits or LAL without corresponding Leased Circuits are required at the Exchange Site.”

## **3. Exchange Site Classification**

The following new clauses 9A is inserted before clause 9:

### **9A Exchange Site Classification**

9A.1 The Service Requester must nominate in the Site Application if it requires LAL with corresponding Leased Circuits or LAL without corresponding Leased Circuits at the relevant Exchange Site.

9A.2 If the Service Requester:

(a) nominates in the Site Application that it requires LAL with corresponding Leased Circuits at the Exchange Site, the Service Requester may not order LAL without corresponding Leased Circuits in relation to that Exchange Site unless the Service Requester's cumulative order(s) exceeds 1,600 LAL with corresponding Leased Circuits. However, if the Service Requester's cumulative order(s) do exceed 1,600 LAL with corresponding Leased Circuits the Service Requester may also order LAL without corresponding Leased Circuits in respect of the number of LAL that exceed 1,600 LAL with corresponding Leased Circuits; or

if the Service Provider has provisioned an Exchange Site under this Agreement with LAL and corresponding Leased Circuits, the Service Requester may also order LAL without corresponding Leased Circuits in relation to that Exchange Site provided that a minimum of 1,600 LAL have already been provisioned with corresponding Leased Circuits at the relevant Exchange Site; or

(b) nominates in the Site Application that it requires LAL without corresponding Leased Circuits at the Exchange Site or if the Service Provider has provisioned an Exchange Site under this Agreement with LAL without corresponding Leased Circuits, the Service Requester may not order LAL with corresponding Leased Circuits in relation to that Exchange Site.

### 9A.3 If the Service Provider:

- (a) has provisioned an Exchange Site under this Agreement with corresponding Leased Circuits and the Service Requester requests that the Exchange Site be re-classified to an Exchange Site without corresponding Leased Circuits; or
- (b) has provisioned an Exchange Site under this Agreement without corresponding Leased Circuits and the Service Requester requests that the Exchange Site be re-classified to an Exchange Site with corresponding Leased Circuits,

the Service Requester must give the Service Provider a minimum written notice period of :

- i) for clause 9A.3(a) - 2 months; or
- ii) for clause 9A.3(b) - 1 month plus the Leased Circuit Provisioning Period as stated in Clause 3, Part C of Schedule 8

of a re-classification and the parties must follow the re-classification procedure to be agreed between the parties under clause 9A.4. The Service Requester must pay the Service Provider the Re-Classification Charge set out in Schedule 4 in relation to each re-classification request.

9A.4 The parties must, as soon as practicable after the date of this agreement, negotiate and use their respective best endeavours to agree a re-classification procedure that will establish operational procedures to re-classify an Exchange Site under clause 9A.3. If the parties are unable to agree such a procedure within one month of the date of this agreement the parties will refer any dispute to the TA for intervention.

## **4. Use Of Customer Access Services And Requester Equipment**

4.1 The following new clause 15.6 is inserted after clause 15.5:

"The Service Provider may not install any conditioning device which will have the effect of lowering the bandwidth of LAL to a level of below 50 kHz."

4.2 Paragraphs 2.1 and 2.2 of Schedule 1 are deleted and replaced by the following new paragraph:

The Agreed Use for a Basic Grade LAL and a Premium Grade LAL and the operation of the associated Requester Equipment will be the carriage of telecommunications services from 300 Hz to 50 kHz that are supplied under the Service Requester's Licence over its Network.

## **5. Schedule 4 - Charges Schedule**

The following Charges are inserted into Schedule 4 and where applicable replace the corresponding existing Charges in Schedule 4:

- 5.1 The LAL Service Connection Charge and LAL Service Periodic Charge for LAL without corresponding Leased Circuits are set out below:

Each LAL in Urban Area	LAL Service Connection Charge (one-off charge per LAL)	LAL Service Periodic Charge (per month per LAL)
Basic Grade LAL	HK\$475	HK\$42
Premium Grade LAL	HK\$875	HK\$42

- 5.2 The LAL Service Connection Charge and LAL Service Periodic Charge for LAL with corresponding Leased Circuits are set out below:

Each LAL in Urban Area	LAL Service Connection Charge (one-off charge per LAL)
Basic Grade LAL	HK\$475
Premium Grade LAL	HK\$875

- 5.3 The Basic Service Charges payable in relation to LAL with corresponding Leased Circuits are:

Service Option	Basic Service Charge (per month)	Service Periodic Charge (per LAL per month) Basic Grade LAL	Service Periodic Charge (per LAL per month) Premium Grade LAL
Base rates	HK\$7,769	HK\$93	HK\$93
Option A	HK\$20,012	HK\$65	HK\$65
Option B	HK\$42,275	HK\$55	HK\$55

The Relocation Charges payable for relocating LAL circuits within urban areas are set out below:

	Basic Grade LAL (one-off amount per LAL)	Premium Grade LAL (one-off amount per LAL)
Relocation within the same Customer Building	HK\$273	HK\$654
Relocation to other Customer Building	HK\$475	HK\$875

5.4 The re-classification charge payable in relation to a re-classification pursuant to clause 9A is the lesser of:

- (a) the amount equivalent to the costs incurred by \_\_\_\_\_ in relation to the re-classification; and
- (b) HK\$6,000 per re-classification per Exchange Site.

5.5 The Monthly Site Occupation Charge is:

- (a) HK\$250 per square meter for Exchange Sites in commercial districts; and
- (b) HK\$130 per square meter for Exchange Sites in other districts.

5.6 If new procedures are agreed as part of the industry code of practice for LAL that give rise to any adjustments in LAL provisioning costs, both parties shall review the LAL Connection Charges for Basic Grade LAL and Premium Grade LAL in the light of the newly agreed provisioning procedures.

## 6. General

- (a) If there is any inconsistency between the terms and conditions of this agreement and the terms and conditions of the CAA, the terms and conditions of this agreement will prevail to the extent of the inconsistency.
- (b) Other than to the extent expressly varied or amended by virtue of this agreement, the terms and conditions of the CAA and the Amendment No. 1 will continue in full force and effect between the \_\_\_\_\_ and \_\_\_\_\_.

Signed for and on behalf of

Signed for and on behalf of

Date: \_\_\_\_\_

Date: \_\_\_\_\_