

**FOURTH AMENDMENT AGREEMENT TO  
LOCAL INTERCONNECTION AGREEMENT**

This Fourth Amendment Agreement ("**Fourth Amendment Agreement**") is made on  
7<sup>th</sup> Jan 2008 ("Effective Date")

**BETWEEN**

**AND**

(Each a "**Party**" and collectively the "**Parties**")

**RECITALS**

- A. The Parties entered into the Local Interconnection Agreement on 16 July 2001 for the provision of Interconnect Links between the Interconnect Gateway Exchanges and the Delivery Services and other Services.
- B. The Parties entered into an Amendment Agreement to the LIA on 1 December 2003 to amend Part I of Schedule 1 to the LIA.
- C. The Parties entered into a Second Amendment Agreement to the LIA on 18 August 2005 to amend certain provisions of the LIA.
- D. The Parties entered into a Third Amendment Agreement to the LIA on 21 June 2006 to amend certain provisions of the LIA ("**Third Amendment Agreement**").
- E. This Fourth Amendment Agreement sets out the terms and conditions upon which  
have agreed to amend the LIA to increase the  
number of Interconnect Links from existing 1,263 to 1,306 to cater for the Transit  
Delivery services from the Network of the to the Network of  
transiting the Network of



(C) inserting a new clause 4.12 to the Third Amendment Agreement:

“4.12 shall complete the Installation within weeks from the Effective Date, failing which the minimum capacity of the Interconnect Links referred to in clause 4.2 will fall back to the minimum capacity previously agreed by the Parties. For greater clarity, the minimum capacity of Interconnect Links will not be one thousand three hundred and six (1,306) but will be one thousand two hundred and sixty-three (1,263) in the event of failure to complete the Installation pursuant to this clause.”

**4. GENERAL**

- 4.1 Unless otherwise expressly amended by this Fourth Amendment Agreement, the terms and conditions of the LIA will continue in full force and effect between and
- 4.2 Except pursuant to clause 23 of the LIA, and shall not terminate the LIA and this Fourth Amendment Agreement during the Term.
- 4.3 If any provision of this Fourth Amendment Agreement is in breach of any Applicable Law or is held to be invalid or unenforceable for any reason by a court or government authority, then such provisions will be deemed to be removed from this Fourth Amendment Agreement and the remainder of this Fourth Amendment Agreement shall continue in full force and effect. The Parties must negotiate in good faith such amendments to this Fourth Amendment Agreement that are necessary or appropriate to ensure consistency between this Fourth Amendment Agreement and the Applicable Law.
- 4.4 Except as provided in this Fourth Amendment Agreement, all the terms and conditions of the LIA shall remain in full force and effect and binding on the Parties. In case of any inconsistency between this Fourth Amendment Agreement and the LIA, this Fourth Amendment Agreement shall prevail to the extent of such inconsistency.
- 4.5 This Fourth Amendment Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region (“Hong Kong”).

4.6 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

**EXECUTED** as an Agreement by the parties on the date first above written.

**SIGNED**  
for and on behalf of

**SIGNED**  
for and on behalf of