

Antenna Policy

This Antenna Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Antenna by the Customer, as further described in the Order (“Antenna”). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

1. Description of Products

For the purpose of connecting Customer’s Licensed Space to the device described in the Order, and subject to the provisions herein, Gaohong hereby grants to Customer a license to use the area specified by Gaohong (“Licensed Area”) to install and maintain the Antenna. The Licensed Area may include the roof, wall or antenna pad, tower or mast.

2. Customer Responsibilities

Customer will: (i) provide a Customer Requirements Document (“CRD”) acceptable to Gaohong; (ii) unless completed by Gaohong (e.g., mini- GPPS), provide, install and orient the Antenna, including providing all cables, cable connectors, approved lightning arrestor devices and any required weatherproof enclosures and signal conditioning equipment, except as otherwise agreed; (iii) order Cross-Connects between the Antenna and the Licensed Space or the designated cage inside the Data Center as specified by Gaohong; (iv) not permit its Antenna to interfere with any other equipment owned or operated by any other party, nor will Customer physically interfere with other Gaohong customers or their equipment; (v) comply with all applicable laws and regulations related to Antenna operation as applicable ; and (vi) not operate its Antenna as an essential part of any public telecommunications network.

Customer and its Authorized Persons will have the right to access the Licensed Area for the purpose of installing and maintaining the Antenna: (i) under the supervision of a Data Center staff billed at Smart Hands rates; (ii) upon twenty-four (24) hour prior notice to the Gaohong Service Desk; (iii) at reasonable times during normal business hours; and (iv) subject to the Data Center’s safety and accident prevention rules and policies, including any applicable local certifications and Gaohong Data Center Policies.

3. Miscellaneous

Unless otherwise agreed in writing, Customer acknowledges that Gaohong will not undertake any development of the Licensed Area until Gaohong receives all required landlord or governmental approvals and Gaohong agrees to use its reasonable efforts to obtain these approvals at the Customer’s expense. Gaohong may terminate an Order at any time if its right to use or access the Licensed Area is terminated or prohibited by the landlord or any governmental agency. Customer agrees to release and hold harmless Gaohong from all liability related to any such termination or of its inability to exercise this right.

If special preparation of the Licensed Area is required, such as installation of an Antenna pad, then all preparation work performed by Gaohong will be specified above as an Installation Charge. If Customer requests assistance for any other activity, it will be performed at Smart Hands rates or as otherwise agreed and the only obligation of Gaohong would be to carry out the express instructions of Customer as accepted by Gaohong.

Notwithstanding anything to the contrary, Gaohong gives no warranty, expressed or implied, in relation to the Licensed Area, including that there will be no interference between the Customer’s Antenna or any other equipment. Customer agrees to indemnify, defend and hold harmless the Gaohong Parties from and against any and all liability, costs, damage, loss or expenses (including reasonable attorneys’ fees and expenses), for third party claims for personal injury, loss of life or damage to tangible property arising out of Customer’s breach of this Policy and the Order, or arising from or relating to Customer’s installation, maintenance, servicing or repair of the Antenna, including but not limited to costs to repair resulting damage to the Licensed Area.