

INNERDUCT POLICY

This Innerduct Product Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Innerduct product by Customer, as further described in the applicable Order, the Master Country Agreement or similar agreement which governs Customer’s purchase of Licensed Space or Services (hereafter collectively referred to as the “Agreement”). Any terms not defined herein will have the meaning given to them in the Agreement.

1. Definitions

- a. **“Documentation”** means Gaohong’s then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for Gaohong’s Innerduct product which are made available to Customer.
- b. **“End User”** means a direct Customer of Gaohong.
- c. **“Entry”** means, the point through which Customer may utilize a fiber entry point into the Data Center utilizing an Innerduct.
- d. **“Fiber”** means a Dark Fiber Pair.
- e. **“Intellectual Property Rights”** means any intellectual property in any jurisdiction throughout the world, including any: (i) trademarks, service marks, Internet domain names, logos, trade dress, trade names, and any other indicia of source, and all goodwill associated therewith and symbolized thereby; (ii) patents, patent applications and patent disclosures, and inventions and discoveries (whether patentable or not); (iii) processes, technologies, trade secrets, and know-how; (iv) copyrights and copyrightable works, moral rights, and mask works; (v) software and software systems (including data, source code, object code, databases and related items such as Documentation); and (vi) registrations and applications for any of the foregoing.

2. Description of Licensed Product

A standard **“Innerduct”** product consists of: (a) a license to enter and/or traverse a Gaohong Data Center; (b) a dedicated physical path made up of a flexible innerduct less than 1.25” (3.175 cm) diameter and 2’ (60.96 cm) turn radius normally housed inside a larger conduit which: (i) is within the constraints of existing duct works and access paths; (ii) may house one (1) fiber optic cable (not armored) less than or equal to four hundred and thirty-two (432) strands; and (iii) cannot be located within a multi-tenant building. Variations from the above specifications are considered non-standard Innerducts and subject to Gaohong consent, prior review, and may incur additional Fees.

Gaohong’s standard Innerduct product permits the use of an Entry to: (a) provide a “lit” telecommunications service to connect an End User from the Licensed Space within the Gaohong Data Center to a location outside the Gaohong Data Center, including a connection to that End User’s own equipment located outside the Gaohong Data Center; however, any such connection must be consistent with the Customer’s standard product and service offerings and comply with all Customer’s Responsibilities specified herein; and/or (b) provide a Fiber connection to connect an End User from the Licensed Space within the Gaohong Data Center to that End User’s own equipment located outside the Gaohong Data Center; provided, the End User is the sole customer of Customer for the entire connection.

3. Innerduct License Grant

For the purpose of connecting Customer’s Licensed Space to its telecommunications network, Gaohong hereby grants to Customer a limited, non-exclusive, non-transferrable, non-assignable, revocable license to use one (1) Innerduct from the point-of-entry outside of the Gaohong Data Center as assigned by Gaohong to the Licensed Space, including any cable management infrastructure (e.g., ladder rack, cable tray, etc.) (**“Cable Management Infrastructure”**) in the Gaohong Data Center to permit the Innerduct to run from the point-of-entry into the Gaohong Data Center to the Licensed Space.

The license granted hereunder will be solely limited to Customer’s internal purposes and will not be used in any way

to: (a) resell Gaohong's Services or products to any third-party; (b) make Gaohong's Services or products available to any third-party that does not maintain a physical presence in the Gaohong Data Center; or (c) allow a third-party that does not have a presence within the Gaohong Data Center to connect to any Customer within the Gaohong Data Center. For avoidance of doubt, this provision will not prohibit Customer from using the Innerduct for its internal purposes with respect to its own Licensed Space within the Gaohong Data Center.

If any Customer acts or omissions violate any provision set forth herein, set forth in the Order, or set forth in the Agreement, in addition to any other rights and remedies Gaohong may have under the Agreement, Gaohong may take any reasonable actions to address such violation, including but not limited to immediately suspending or, upon ten (10) days' prior written notice to Customer, terminating Customer's use of the Gaohong Services and products, including its Licensed Space.

4. Customer Responsibilities

As a condition to using the Innerduct product, Customer will notify Gaohong in writing of: (a) the number of fiber strands it intends to install in the Innerduct; and (b) the specific business purpose (e.g., peering, network peering, network aggregation, enable connectivity for colocation business) for which the Innerduct will be used. Additionally, the Parties will mutually agree on the precise termination location of the Innerduct outside of the Gaohong Data Center.

All access to the Innerduct and all work requiring supervision by Gaohong will be subject to Customer opening a Smart Hands request at the standard Gaohong rates. Customer is responsible for pulling telecommunication cable ("**Cable(s)**") through the Innerduct and through the Cable Management Infrastructure, as required, and terminating such Cable(s) in a Customer-provided demarcation panel located in the Licensed Space at its own expense and in accordance with the Gaohong Data Center Policies, including using Gaohong-approved labor and materials for the Cable pull under Gaohong's Smart Hands supervision and installing a conduit liner, if required. Customer will be solely responsible for maintaining, servicing, repairing and removing the Cable(s) and any dedicated conduit that connects the Licensed Space and the fiber entry room, which shall at all times be done under Gaohong's Smart Hands supervision. Gaohong will have no responsibility with respect to the Cable(s) or troubleshooting Customer's Equipment. To the extent Customer fails to appropriately de-install its Cable(s) and dedicated conduit upon departure from its Licensed Space within a Gaohong Data Center, Gaohong reserves the right to invoice Customer for all fees, costs and expenses Gaohong incurs in removing the Cable(s) and dedicated conduit, on Customer's behalf, in addition to assessing any early termination fees which may apply.

Notwithstanding anything to the contrary, in addition to Customer's indemnification obligations set forth within the Agreement, Customer shall also indemnify, hold harmless, and, at Gaohong's option, defend Gaohong Parties and Gaohong's other Customers from any and all liability, loss, damages, costs and expenses (including attorneys' fees and expenses) arising from or related to all third-party claims for personal injury, loss of life or damage to tangible property, arising out of Customer's breach of this Policy, the Agreement, Customer's use of the Innerduct and/or the Cable Management Infrastructure, or Customer's access to, maintenance, servicing and/or repair of a Cable(s).

5. No Right, Title or Interest Granted

As between the Parties, Gaohong owns all right, title and interest, including all Intellectual Property Rights, in and to Gaohong's Innerduct product and all Documentation, related knowledge or processes, and any derivative works thereof. No right, title or interest is granted to Customer in: (a) Gaohong's Innerduct product or any intellectual property related thereto provided by Gaohong or its licensors; or (b) any equipment provided to Customer as part of Gaohong's Innerduct product and used to provide Gaohong's Innerduct product.

