

GAOHONG INTERNET ACCESS SERVICE POLICY

This Gaohong Internet Access Service Policy (“Policy”) supplements and sets forth additional terms and conditions governing Gaohong Internet Access Service (“IAS Service”), as further described in the applicable Order and the Master Country Agreement or similar agreement which governs Customer’s purchase of Licensed Space or Services (collectively, “MCA” or “MSA”). Any terms not defined herein will have the meaning given to them in the Order or the MCA.

1. Description of Product

IAS Service is an internet access service provided by Gaohong through third party providers via Ethernet switching and routing equipment (“Switch”) installed at the Data Center and through any other required equipment or facilities at the Data Center that may be connected to the Switch. IAS Service is offered in a single-homed and a dual-homed configuration. A dual-homed configuration is where the Customer maintains a connection to each of the IAS Service platform Switches through two separate connection interfaces (“IAS Ports”) and utilizes the BGP standard dual-homing protocols as directed by Gaohong.

2. Gaohong Responsibilities

Gaohong will install a Cross Connect from the demarcation patch panel on the Switch to the Customer’s Licensed Space within the Data Center.

Upon Customer’s request, subject to Smart Hands charges and agreement by the Parties, Gaohong will (a) provide installation services, which may include consulting with Customer regarding network configuration, and the installation and provisioning of additional Cross Connects; and (b) assist with the installation of special connector or patch cables.

For the avoidance of doubt, IAS Service does not include the provision or maintenance of any Customer’s Equipment.

3. Customer Responsibilities

a) Customer must: (i) provide all necessary materials, equipment, or facility modifications required to use IAS Service, and be responsible for all Customer’s Equipment, and for the software, services and components not provided by Gaohong, including the selection, use compatibility, monitoring and troubleshooting thereof; (ii) comply with installation and maintenance specifications for delivery of IAS Service; (iii) comply with Gaohong’s Acceptable Use Policy as attached as Exhibit A to this Policy, as updated from time to time by Gaohong; (iv) provide the IAS Service configuration details for each IAS Service Order in order to enable Gaohong to process a Customer IAS Service Order; (v) allow Gaohong to permit duly authorized officers, employees, or agents of local or national law enforcement agencies to install equipment, make modifications to IAS Service or intercept any communication to the extent permitted by law, in which regard Gaohong will have no liability and will not provide prior notice to Customer; and (vi) indemnify and hold Gaohong and its Affiliates, owners, officers, directors, employees, staff and agents harmless from and against any and all liability, loss, damages, costs and expenses (including attorneys’ fees and costs) for third-party claims arising out or related to Customer’s failure to comply with this Policy or failure to use reasonable care in the use of IAS Service and the equipment provided to Customer as part of IAS Service.

b) Customer must not: (i) conduct any illegal activities through the Switch; (ii) conduct any activity that interferes with or impairs the equipment or connectivity of any other customer on the Switch; (iii) obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features; (iv) connect any equipment that is owned or controlled by a third party; or (v) sublicense or resell access to any port on the Switch to any third party or allow any third party to establish its own peering relationship on the Switch.

If Customer does not fulfill any of its responsibilities set forth in this Section 3 (Customer’s Responsibilities)

or any of Customer's acts or omissions violate any provision in the applicable IAS Service Order, Gaohong may take any reasonable action to correct any problem that such non- fulfillment and/ or violation may cause, including suspending or, upon ten (10) days' prior written notice to Customer, terminating Customer's use of IAS Service.

4. IP Addresses

Customer may request additional IP addresses, and Gaohong may, in its sole discretion, allocate IP addresses to Customer ("**Licensed IP Address**") to enable the Customer's Equipment to access IAS Service. Gaohong will charge MRC for the use of Licensed IP Addresses, as well as a NRC setup fee for each request.

The Licensed IP Addresses are obtained by Gaohong from the China Internet Network Information Center (CNNIC). Gaohong may, upon five (5) business days' prior notice to Customer where reasonably possible, change a Licensed IP Address if such change to the Licensed IP Address is prompted by CNNIC. If Gaohong is given less than five (5) business days' notice by CNNIC regarding a change to the Licensed IP Address, Gaohong will use commercially reasonable efforts to give notice to Customer given the circumstances.

Gaohong will seek to maintain sufficient supply of provider aggregated IPv4 and IPv6 IP space to fulfil Customer requests for multiple Licensed IP Addresses to use while using IAS Service.

Customer's right to use a Licensed IP Address terminates immediately upon termination of the respective Order or portion of the Order for IAS Service. Any Licensed IP Address must be returned to Gaohong upon termination of the Order for IAS Service. Licensed IP Addresses are non-portable and cannot be announced via other providers without connectivity to the Gaohong-aggregated announcement.

Licensed IP Addresses are allocated by Gaohong on the basis of the Customer's immediate utilisation rates. Gaohong reserves the right to invalidate the allocation of Licensed IP Addresses which are not utilised by the Customer within the first three (3) months of the respective allocation, and to reduce the Licensed IP Addresses allocated to a Customer if such allocation is, in the reasonable opinion of Gaohong, underutilised or ineffectively used by the Customer or the Customer's use is not in compliance with the rules and guidance of CNNIC; however, rates will not change in either instance. All allocations of Licensed IP Addresses by Gaohong are subject to audit and verification by any reasonable means deemed appropriate by Gaohong. If any allocation of Licensed IP Addresses is found to have been on false information, Gaohong may invalidate the allocation in its sole discretion.

Gaohong may, as a condition of providing IAS Service, require Customer to provide Gaohong with IP addresses from within a certain block agreed between the Parties ("**Customer Supplied IP Addresses**"). If Customer advertises IP addresses that are neither Licensed IP Addresses nor Customer Supplied IP Addresses, then Gaohong may route these IP addresses on Customer's behalf. If Gaohong receives written notice from the registered owner of these IP addresses to cease such routing, Gaohong will do so as soon as reasonably practicable. Gaohong reserves the right to refuse to route these IP addresses through IAS Service without written permission from the registered owner.

5. No Rights and Title

No right, title, and interest in (a) IAS Service and any intellectual property related thereto provided by Gaohong or its licensors; and (b) all equipment provided to Customer as part of IAS Service and used to provide IAS Service is granted hereunder.

6. Service Level Agreement

The purpose of this Service Level Agreement ("**SLA**") is to define the measurable performance levels for IAS Service and to specify remedies available to Customer if Gaohong fails to achieve these levels. The service credits listed in the tables below are the sole and exclusive remedy for any failure of the IAS Service.

A) Dual-Homed Availability:

"Unavailability" is defined as the duration of time in which dual-homed configurations for IAS Service platform cannot exchange IP packets between itself and the edge of the Gaohong network. The period of Unavailability starts when Gaohong receives Customer notification of the incident and ends when IAS Service becomes available again as confirmed by Gaohong.

Table 1: Dual-Homed Availability



Monthly Availability	Cumulative minutes of Unavailability per calendar month	MRC credit for each affected IAS Port
99.99% - 99.9%	4 minutes to <44 minutes	5%
99.9% - 99%	44 minutes to <7 hours	25%
99% - 98%	7 hours to <14 hours	50%
< 98%	≥14 hours	100%

B) Installation: Upon Gaohong acceptance of a signed order, Gaohong will install IAS Ports as follows:

Table 2: Installation

Number of IAS Ports provisioned	Provisioning interval	Credit for each affected IAS Port if provisioning interval missed
Up to one (1) IAS Port per day for a single-homed service and up to two (2) IAS Ports per day for a dual-homed service*	Ten (10) business days	100% NRC

**If a Switch is ordered in conjunction with Licensed Space, the provisioning interval will be in addition to the buildout of the Licensed Space.*

7. General

In a calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month's MRC (or of prorated amount if applicable) for each Switch that experienced the Unavailability. In order to be eligible for a credit Customer must report the Unavailability within five (5) days of the incident. Unless otherwise specified, Customer must request a credit within thirty (30) days from the start of the occurrence of the Unavailability by contacting the Gaohong Service Desk. All periods of Unavailability must be verified by Gaohong. Approved credits will be applied by Gaohong to the invoice for the month following the month in which the credit was approved. Notwithstanding anything to the contrary, Customer will not be entitled to a credit if the Unavailability is caused by any of the following: (a) circumstances beyond Gaohong's reasonable control; (b) acts or omissions of the Customer, its agents, contractors or third parties, including but not limited to failure to comply with and observe Gaohong procedures or service guides or unavailability of relevant personnel at times necessary for testing or connection; (c) any delay in the provisioning of, any fault in, or a service quality issue with any local leased circuits, local or public Internet traffic exchange points, (d) Customer's Equipment or other equipment or software that does not form part of IAS Service; or (e) any abuse, fraud or failure to comply with Gaohong's Acceptable Use Policy (as the case may be), on the part of Customer or its end-users. Customer will further not be entitled to a credit if the Unavailability occurs during a scheduled maintenance window.

Gaohong will use reasonable efforts to notify Customer at least fourteen (14) days prior to any regularly scheduled maintenance and as soon as practicable before any emergency maintenance. Gaohong will use commercially reasonable efforts to minimize disruption to Customer's Services when performing scheduled maintenance.

8. Third Party Provider Actions

Customer understands that Gaohong provides IAS Service through agreements with third party providers and that Gaohong's provision of IAS Service is subject and subordinated to such agreements. Customer agrees that to the extent that such third-party providers limit, modify or otherwise change the services provided to Gaohong, Gaohong may likewise limit, modify or otherwise change the IAS Service provided to Customer. Customer agrees to abide by such limitations, modifications and changes.

9. Billing

In addition to the MRC for use of IAS Service stated in an Order, any additional services requested by Customer not stated in the respective Order may incur an additional NRC, which will be invoiced to Customer in the following month's invoice.



ATTACHMENT A
ACCEPTABLE USE POLICY (“AUP”)

This AUP is intended to protect Customer and the Internet community from the inappropriate use of Gaohong’s computing/network services and the Internet.

1. Customer Responsibilities

a) Customer must:

- (i) ensure that Customer's Equipment is configured in a secure manner;
- (ii) upon discovery of a security breach affecting Customer, or upon Gaohong being notified about a security complaint affecting Customer, take immediate steps to rectify the compromised systems;
- (iii) that all its computers and network equipment, as well as Customer's Equipment that utilizes an Gaohong assigned network address, are, in the opinion of Gaohong, free from viruses, worms, trojan-horses, scanning codes and other malicious systems/software;
- (iv) immediately notify Gaohong of any unauthorised access or attempted breach of security and may report violations of this AUP by notifying by email at abuse@gaohongidc.cn; and
- (v) make all necessary rectification to Customer’s Equipment within fourteen (14) days from the date of Gaohong’s notice informing Customer of a violation of the AUP;

b) Customer, and its end users or any third party that uses its services (the “Sender”), must not:

- (i) use IAS Service to accept, transmit or distribute unsolicited bulk data (which includes, without limitation, e-mail, bulletin boards, newsgroups, software and files) or otherwise send, or facilitate the sending of, unsolicited commercial email and mail bombs to any person or system in a way that could be expected to adversely impact Gaohong's network or facilities, or may potentially encroach on a third party's intellectual property rights or any rights of publicity or privacy, unless the unsolicited data is sent to persons (a) with whom the Sender has a pre-existing business, professional or personal relationship, or (b) who have previously indicated their consent to receive data from the Sender from time to time, for example, by ticking a box to that effect on the Sender’s web site, provided that the Sender also provides an unsubscribe function on its web site (and makes this function known to recipients in the relevant data) which allows those recipients to be removed from that mailing list;
- (ii) attempt to connect to any third-party systems without prior permission of or arrangement with the third-party;
- (iii) use IAS Service in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities like Denial of Services attacks, or scanning or any form of probing/ automated network status polls/ information collection of a third party’s network/ system without prior permission, intentional or otherwise;
- (iv) through action or inaction, allow others to use its network for illegal or inappropriate activities;
- (v) use IAS Service to conduct any other activities, which in Gaohong’s discretion are considered detrimental to its customers and/or its own operations; or
- (vi) use IAS Service to: (a) send data, or cause data to be sent, to or through IAS Service that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing; (b) relay data from a third party’s mail server without permission or which employs similar techniques to hide or obscure the source of the data; or (c) violate or attempt to violate the security of IAS Service, including, without limitation, attempting to interfere with, disrupt or disable services to any user, host or network, including but not limited to via means of overloading, “flooding”, “mail bombing” or “crashing”.

c) Additional responsibilities:



- (i) When Gaohong processes the IAS Service, by default it will close ports 80, 8080 and 443 of the internet IP address. When a Customer establishes a website and applies to open ports 80, 8080 and 443, Customer must coordinate with Gaohong to proceed with the internet website filing and registration procedure in accordance with the regulations of the Ministry of Industry and Information Technology. Ports 80, 8080 and 443 may only be opened after the website filing number is obtained. Customer shall comply with the “connection only after filing and registration” requirement. Gaohong reserves the right to suspend or terminate the Service and shall not in any way be liable to Customer in the event a website is not filed and registered. Customer shall indemnify and hold Gaohong harmless against any loss and damage howsoever caused due to any of the above circumstances.
- (ii) Customer must not change the purpose of its use of the IP address, or transfer the IP address for use by any third party. In case of a violation, Gaohong has the right to disconnect the network access service.
- (iii) As requested by the Shanghai Municipal Public Security Bureau, Customer shall, within 30 days after the network is officially connected, cooperate with Gaohong to comply with the filing and registration procedure with the competent network security department of the Public Security Bureau.
- (iv) Customer must not use the IAS Service provided by Gaohong to operate any telecommunication business without a proper license or qualification. The IAS Service shall not be used in any way to provide any third party with the access to traffic (including but not limited to building optical fibers for transmission without permission, establishing VPN tunnels, etc.). Except for the normal core network interconnection and intercommunication, Customer must not interconnect with any other operators or interconnection entities to pass through/access traffic from/to the Service, including but not limited to any IP address access in violation of this Policy as discovered by Gaohong’s monitoring system.
- (v) Customer who operates non-commercial based internet information services must strictly abide by the Registration Administration Measures for Non-Commercial Internet Information Services, and must not access unregistered websites. Customers shall, in a timely manner, maintain and update user’s information for the registered websites and report the information of the website and any changes thereof to Gaohong. Customer acknowledges and undertakes that all filing and registration information provided by it are true and valid. Within five (5) business days after the change of any filing and registration information, Customer shall timely provide the updated information to Gaohong. In the event of a failure by Customer to update resulting in the inaccuracy of any filing and registration information, Gaohong reserves the right to take action against Customer including but not limited to suspension or termination of the Services.

Customer will indemnify and hold Gaohong and its Affiliates, owners, officers, directors, employees, staff and agents harmless from any claims relating to any action taken by Gaohong under this AUP including, without limitation, conduct of investigation, issuing of warnings, refusal to publish materials, removal of materials, suspension or termination of services, or other appropriate action.

2. Gaohong Rights

For events that critically impact on the operations of Gaohong’s network and/or other customers’ systems, Gaohong may, at its sole discretion, remove or disable Customer’s network connections, block network addresses, or suspend IAS Service to Customer with or without prior notice to Customer. IAS Service suspension under this paragraph will not prejudice any of Gaohong’s rights or remedies under the Agreement or otherwise.

3. General

Gaohong will not be obliged to intervene in the event that a host or network address which is assigned to Customer is being blocked or blacklisted by other internet service providers or policing bodies. Further, Gaohong will not be liable for any loss, expense, costs or damages of any nature suffered by Customer resulting in whole or in part from Gaohong’s exercise of its rights under this AUP.



Attachment I Letter of Undertaking on Gaohong Internet Access Service

Customer ("**Customer**") accessing the telecommunication public network via the Gaohong Internet Access Service ("**IAS Service**") provided by Datang Gaohong Information Technology Co., Ltd ("**Gaohong**") must carefully read and sign this Letter of Undertaking on Gaohong Internet Access Service ("**Undertaking Letter**") and undertake to comply with the terms and conditions of this Undertaking Letter.

1. Customer accessing the telecommunication public network via the IAS Service shall comply with the relevant state laws, regulations and administrative rules and regulations.
2. Customer undertakes to obtain all necessary legal qualifications and certifications for engaging in internet services, including but not limited to its business license, value-added telecommunication operation license, advertising operation license, tax registration certificate, filing certificate for non- commercial based Internet information service, and other certifications as requested by Gaohong, to legally enable and/or facilitate its use of the IAS Service provided by Gaohong. Before signing the Order, Customer shall provide Gaohong with the original copies of the aforementioned qualifications and certifications for review, and submit to Gaohong the photocopies thereof with its official company stamp being affixed for filing and registration, among which:
 - (1) For Customer who engages in special internet information services, such as electronic announcements, news, publishing, education, healthcare, medicine and medical devices, culture, radio, film and television programs, etc., its engagement of such internet information services must have been reviewed and approved by the relevant competent authorities, fulfilled the relevant approval or filing procedures and obtained the approval or filing documents from the relevant telecommunication authorities, in accordance with laws, administrative regulations and relevant national regulations.
 - (2) For Customer who engages in non-commercial based Internet information services, it must first log in to the filing management system of the Ministry of Industry and Information Technology to perform the internet filing procedures and timely fulfill the annual review procedures. Where local communications authorities require non- commercial based internet information services to comply with certain filing procedures, Customer shall also fulfill such filing procedures accordingly.
 - (3) For Customer who engages in commercial based internet information services, it must obtain the relevant value-added telecommunication operation license.
 - (4) For Customer who engages in commercial based internet information services, its business operation certificate number shall be indicated in a prominent position on the homepage of its website; for Customer who engages in non-commercial based internet information services, its filing number shall be expressly indicated in the center of the bottom part of its homepage at the time its website comes live, and a link of the website of the Ministry of Industry and Information Technology's filing management system shall be inserted under the filing number for the purpose of public inquiry and verification. Further, Customer shall place its filing electronic verification mark on the designated directory of its website in accordance with the requirement of the Ministry of Industry and Information Technology's filing management system.
 - (5) Customer undertakes that it has fulfilled all procedures and/or obtained the relevant qualifications and certifications as required by all other applicable laws, regulations and administrative rules and regulations.
3. Customer must not use the IAS Service to access the telecommunication public network for the purpose of engaging in any criminal activities, such as activities that will threaten national security or lead to a disclosure of any state secrets, or to view, copy and spread information which may threaten national or public security or involve obscenity or pornography, or to publish malicious or provocative information. If any such information is discovered, Gaohong will immediately report to the relevant government authorities, and Customer is solely responsible for all the consequences.
4. Customer must effectively establish a security and confidentiality protection system and implement technical assurance measures. Customer shall provide information of the internet usage and the related materials as



requested by Gaohong, and accept Gaohong's monitoring for network security and information security management. Customer is required to provide effective testing measures for its information services, including the testing account and password, and notify Gaohong in writing when there is any change in the account details.

5. When using the IAS Service to access the telecommunication public network, Customer must not engage in activities that will adversely affect any third party's information systems or network security and shall not infringe any third party's rights or interests. When the network is abnormal, Customer shall proactively cooperate with Gaohong to resolve such issue. Customers must comply with the Product Policy and the Data Center Policies when maintaining its equipment or adjusting its equipment configuration parameters in order to avoid affecting other customers.
6. When using the IAS Service, Customer shall not operate in any business which is not approved by the governing authorities or operate in any manner that exceeds the scope of this Product Policy. Customer has only a right to use the IP address assigned by Gaohong.
7. As required by the Network Supervision Sub-bureau of Shanghai Municipal Public Security Bureau, Customer shall cooperate with Gaohong to submit the filing information online within five (5) working days after gaining access to the network, and to proceed with the physical filing with such authority within ten (10) working days after the online submission. Please refer to the national unified filing management website: <http://www.miibeian.gov.cn> for the relevant laws and regulations, filing procedures and document list.
8. Customer's management at all levels are responsible to educate, supervise and ensure strict compliance of the above provisions by all its employees.
9. Customers should abide by all the terms as set out in the Product Policy (including the attachments), this Undertaking Letter and the Order, failing which Gaohong will have the right to take appropriate actions according to the aforementioned provisions, including but not limited to, refusing or suspending the provision of IAS Service and require Customer to rectify any violation within a specific time limit. If Customer fails to rectify the violation within the specified time limit, Gaohong reserves the right to terminate the IAS Service without any liabilities owing to the Customer or any other party whatsoever, and shall be entitled to claim against Customer for the breach of contract. If Customer has caused any loss or damage to Gaohong, its Affiliates, owners, officers, directors, employees, staff and agents due to the foregoing circumstances, Customer shall fully indemnify Gaohong.

Customer's Company Name (Company Stamp):

Legal Representative or Authorized Signatory:

Date:

