

INTRA-METRO NETWORK POLICY

This Intra-Metro Network ("**MC**") Policy supplements and sets forth additional terms and conditions governing the use of the MC Product 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 the MC Services which is made available to Customer.
- b. "**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.
- c. "**Switch**" means Ethernet switching and routing equipment.

2. Description of Products

MC is a dedicated 1:1 network connection between Customer deployments, housed in different Gaohong Data Centers within the same metro and provides fiber optic connectivity between Gaohong Data Centers within a metro area. Protected MC provides resiliency at each Data Center by using two (2) diverse paths with a single Switch and a single handoff. Unprotected MC provides at each Data Center a single path, a single Switch, and a single handoff. Dual Diverse MC provides added resiliency at each Data Center by using two (2) diverse paths with two (2) Switches and two (2) handoffs.

3. No Right, Title or Interest Granted

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

4. Service Level Agreement

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

- a. **Availability**: Availability (calculated on a per calendar month basis) shall be as set forth in the tables below. For the purposes of this SLA, "**Unavailability**" is defined as: a communications failure between the endpoints of the MC Services caused by failure of the passive physical media or Gaohong's Switching components. The period of Unavailability starts when Gaohong receives Customer notification of the incident and ends when the MC Service is available to Customer again as confirmed by Gaohong.

Table 1: Unprotected MC

MONTHLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED UNPROTECTED MC
99.9%-99%	44 minutes to < 7 hours	10%
99%-98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
< 97%	≥ 21.6 hours	100%

Table 2: Protected MC

MONTHLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED PROTECTED MC
99.99% - 99.9%	4 minutes to < 44 minutes	5%
99.9%-99%	44 minutes to < 7 hours	10%
99%-98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
< 97%	≥ 21.6 hours	100%

Table 3: Dual Diverse (Redundant) MC

MONTHLY AVAILABILITY	CONSECUTIVE MINUTES OF UNAVAILABILITY PER CALENDAR MONTH	MRC CREDIT FOR EACH AFFECTED REDUNDANT MC
99.999%-99.99%	26 seconds to < 4 minutes	2%
99.99%-99.9%	4 minutes to < 44 minutes	5%
99.9%-99%	44 minutes to < 7 hours	10%
99%-98%	7 hours to < 14.4 hours	50%
98%-97%	14.4 hours to < 21.6 hours	75%
< 97%	≥ 21.6 hours	100%



b. **Installation:** Upon Gaohong acceptance of a signed Order, Gaohong will install MC as follows:

Table 4: Installation of MC

NUMBER OF MC PROVISIONED	PROVISIONING INTERVAL	CREDIT FOR EACH AFFECTED MC IF PROVISIONING INTERVAL MISSED
Up to one (1) MC per day*	Ten (10) business days*	100% of NRC

** If MC is ordered in conjunction with Licensed Space, the provisioning interval will be in addition to the build out of the Licensed Space, with the exception of a 100G MC. For 100G MCs, please reach out to the respective sales representative in the region to determine the provisioning interval for 100G MC.*

5. General

In a calendar month, the maximum credit to which Customer will be entitled will not exceed one (1) month's MRC (or a prorated amount if applicable) for each Unprotected or Protected MC 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 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) the Unavailability occurs during a scheduled maintenance window; (d) any delay in the provisioning of, any fault in, or a service quality issue with any local leased circuits, or local or public Internet traffic exchange points; (e) Customer's Equipment or other equipment or software that does not form part of the MC Services; (f) 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.

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 MC Services when performing scheduled maintenance.

