

## THIRD-PARTY CROSS CONNECT POLICY

This Third-Party Cross Connect Policy (“Policy”) supplements and sets forth additional terms and conditions governing the use of Third-Party Cross Connect 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 the Third-Party Cross Connect product 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.

### 2. Description of Product

All Customer requests to establish a Third-Party Cross Connect are subject to Gaohong’s review and approval, which approval may be withheld in Gaohong’s sole discretion. A Third-Party Cross Connect is a product that may be available to Gaohong Customers that do not purchase Colocation Services within the specific Data Center for which that Customer is requesting the Third-Party Cross Connect. Under such scenario, a Gaohong Customer of record has requested to establish a Third-Party Cross Connect with other Gaohong Customer(s) that do purchase Colocation Services within the specific Data Center for which the Third-Party Cross Connect has been requested. The Cross Connect Service Level Agreement set forth in Customer’s Agreement shall apply to the Third-Party Cross Connect product, or if not set forth in Customer’s Agreement, the Cross Connect Service Level Agreement found within the Licensed Space and Standard Cross Connect SLA Product Policy at the following URL: <https://gaohongidc.cn/en/policies/> and which is incorporated by reference into this Product Policy, shall apply to the Third-Party Cross Connect product.

Notwithstanding anything set forth within an Order related to the standard timeframes associated with Initial Term (Months), Renewal Period (Months), Non-renewal notice (Days), the Parties may mutually agree, in writing, to deviate from those standard timeframes. Customer may reference Gaohong’s De-install Policy for further information on de- installation processes.

### 3. Customer Responsibilities

To receive the Third-Party Cross Connect product, Customer must execute a Letter of Authorization that will be supplied to Customer by Gaohong, upon Customer request.

### 4. 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 Third-Party Cross Connect product and all Documentation, related knowledge or processes, and any derivative works thereof. No right, title or interest is granted to Customer in: (a) the Third-Party Cross Connect product or any intellectual property related thereto provided by Gaohong or its licensors; or (b) any equipment provided to Customer as part of the Third-Party Cross Connect product and used to provide the Third-Party Cross Connect product.