

**SPECIFIC TERMS AND CONDITIONS OF SALE
FOR CloudSMS SERVICE**

1. Contract with SELLER

- 1) Together with the General Terms and Conditions (the "Agreement"), these Specific Terms and Conditions of Sale for CloudSMS Service and any additional attachments, if any, which will be deemed an integral part hereof for all purposes, when attached to or referenced in an Order Form (as defined in the Agreement) properly filled out and duly executed by BUYER and SELLER, will constitute an agreement entered between BUYER and SELLER for the provision of SELLER's CloudSMS Service (for purposes of this Specific Terms and Conditions, the "CloudSMS Service" or the "Service").

2. Service Overview

- 1) SELLER shall arrange to deliver application generated SMS message(s) to operator as specified in the Order Form.
- 2) SELLER shall:
 - a) arrange for 24 x 7 monitoring and maintenance of the Gateway;
 - b) provide SMS delivery which are submitted from the BUYER's SMS center between BUYER and operators via SELLER's Gateway;
 - c) conduct initial SMS test for the Gateway connection between SELLER and BUYER; and
 - d) maintain a routing configuration for BUYER's selected CloudSMS delivery operators.

3. Service Application

- 1) When placing an order, BUYER shall submit the Terms of Acceptance together with the Order Form.

4. Definitions

- 1) "Connection" means the connection between SELLER's Gateway and BUYER and the Operator and/or the connection between SELLER's Gateway and BUYER.
- 2) "End User" means a natural person who is in possession of or makes use of a mobile telephone and consequently is able to receive SMS messages in connection with the Service.
- 3) "Gateway" means the system of SELLER to deliver the CloudSMS Service to End User.
- 4) "Initial Term" means the terms specified in the Order Form.
- 5) "Mobile Originated SMS" or "MO SMS" means a SMS message sent by a mobile phone to a software application.
- 6) "Mobile Terminated SMS" or "MT SMS" means a SMS message sent to a mobile phone by a software application.
- 7) "SMS" means a commercial short message service conforming to GSM standard enabling text messages of up to 160 7-bit characters, 140 8-bit characters, or 70 16-bit characters to be transferred and/or originated on compatible communication devices and fixed devices connected to the participating parties' systems.
- 8) Spam, Fraud or Unsolicited SMS is defined as:
 - 8.1 which SMS or other SMS messages are sent to the End User without its prior consent, as required by law; and/or
 - 8.1 where any unlawful or fraudulent SMS messages are sent to the End User.

- 9) “Successful Delivery SMS” means the successful delivery of an SMS message from BUYER to destination network operator by SELLER and vice versa.
- 10) “Terms of Acceptance” means the Terms of Acceptance by BUYER for CloudSMS Delivery.

5. Term

- 1) An accepted Order Form between BUYER and SELLER for a Service will commence and remain in force until the end of the specified term for such Service unless terminated earlier. BUYER must specify an Initial Term for the Service in the Order Form which shall be at least one (1) year. The Initial Term will commence on the Service Commencement Date.
- 2) Upon expiry of the Initial Term, the Service will be automatically renewed on a monthly basis unless and until terminated by either Party at any time during its renewed tenure by giving not less than one (1) month’s prior written notice of termination to the other Party.

6. Charges and Credit Security

- 1) BUYER will pay CMI for each successfully submitted SMS according to the latest price list released by CMI via Email. The SELLER may vary the charges for the Service (including but not limited to by adding new types of charges) at any time by giving Acquirer at least the notice specified in the Service Description. The charge shall be applicable to BUYER’s Service after seven (7) calendar days. For the avoidance of doubt, this means any usage by the BUYER shall be chargeable under the revised charge from Midnight of the 8th (eighth) day after the written notice was sent to the BUYER. The written notice will be deemed received by BUYER after it is sent to the Buyer.
- 2) Buyer shall provide Seller with a security deposit in the form of bank guarantee or cash deposit in the amount specified in the Order Form (“Security Requirement”). Seller may at its sole discretion, require the Buyer to provide additional security deposits by notifying the Buyer in writing. Buyer must pay the amount within seven (7) working days of Seller’s notification. Seller shall be entitled to suspend all Services without notice to BUYER until the additional amount of the Security Requirement has been received.
- 3) BUYER’s usage of the Services will be subject to a credit limit, whether billed or unbilled (the “Credit Limit”). If in any month BUYER incurs charges up to the Credit Limit, SELLER shall notify BUYER in writing. SELLER shall have no further obligation to supply Services to BUYER under the terms of this Order Form until it has paid all of the charges making up the Credit Limit debt. SELLER shall be entitled to adjust the amount of Credit Limit without prior notice to BUYER in the event of CMI having reasonable grounds to believe that BUYER’s financial position has materially changed such that SELLER believes that BUYER may fail to pay charges in the future.
- 4) If BUYER fails to pay any undisputed Charges owing under this Order Form when they fall due, Seller may apply the Security Requirement, or part of it, in satisfaction of any much the unpaid Charges and Buyer shall immediately restore or procure the restoration of the Security Requirement to the required level by SELLER upon receipt of notice from SELLER.
- 5) On termination of a Service, Seller may apply the Security Requirement, or part of it, in satisfaction of any unpaid Charges, provided that within thirty (30) days after receiving payment in full for all Charges. The SELLER will return the Security Requirement (or any balance) to BUYER. This agreement will serve as the buyer’s request letter for return of the deposit requirement. This Order Form will serve as a letter of request for the return of Security Requirement in the amount of.
- 6) Provision by Buyer of any Security Requirement does not relieve Buyer of its obligation to pay the Charges to Seller

or affect any right of Seller to suspend or terminate the operation of Service, in whole or part in accordance with its terms.

7. Invoicing and Payment

- 1) SELLER shall provide BUYER with a monthly invoice which includes the amounts of CloudSMS messages processed by SELLER for the previous billing cycle and the respective Charges.
- 2) SELLER may include charges omitted from an earlier invoice, or make adjustments for amounts incorrectly charged, in a subsequent invoice provided that not more than six (6) months have lapsed since the relevant traffic month. After six (6) months, BUYER will be deemed to have accepted the charges.

8. BUYER's Obligations

- 1) In addition to BUYER's other obligations under the Agreement, BUYER shall:
 - a) be responsible for all direct or indirect costs incurred to establish a network connection for use of the Service and to meet SELLER's minimum security requirements;
 - b) employ standard implementation protocols which fully conform to recognize industry SMS messaging specifications;
 - c) to provide information requested by SELLER for setup of the Service and facilitate CloudSMS delivery between BUYER; also agrees to promptly update this information as required;
- 2) BUYER and BUYER's customers shall comply with SELLER's Terms of Acceptance by BUYER for CloudSMS Delivery. SELLER may modify such terms at any time.

9. Suspension of Service

- 1) In addition to Seller's right to suspend the Service under the T&C of this Order Form, if:
 - a) Buyer fails to comply with any provision of the Terms of Acceptance;
 - b) Buyer is using the Service in a way which is fraudulent, unlawful or unauthorized;
 - c) Seller suspects or has reason to suspect fraudulent, unlawful or unauthorized use of the Service by Buyer; or
 - d) Buyer is using the Service in a way which damages or is likely to cause damage to Seller, or to other operators.
- 2) Seller shall be entitled to suspend, the Service, the Service Charges will continue to accrue during the period of suspension until (i) either Party terminates the Service pursuant to this Order Form; or (ii) Buyer cures the application default pursuant to which Seller reactivates the Service.

10. Termination of Service

- 1) In addition to Seller's right to terminate the Service under the T&C, Seller shall have the right at its sole discretion to terminate the Service immediately if :
 - a) Seller reasonably believes there has been an unusual usage of the Service, or if Buyer significantly changes any traffic profile or forecast given to Seller which Seller has not approved on such usage or changes in writing;
 - b) Buyer fails to pay any undisputed Charges due to Seller by the Due Date, and does not do so within five (5) working days after Seller notifying of Buyer of the delinquency;
 - c) problems are experienced interconnecting any part of the Seller's network with any service provider or other third party network; or
 - d) Buyer uses, attempts to use, or permits the use of the Service in any way that damages or interferes with, or

cause an interruption of the Service.

11. Service Level Availability

- 1) Seller shall make the system to deliver the CloudSMS Service to End User (“Gateway”) available to Buyer and shall accept SMS messages from Buyer as fast as commercially possible as soon as the handsets of such End-Users are ready to receive the messages. However due to factors beyond its control, Seller does not guarantee latency or final delivery to the handset.
- 2) Any interruption/breakdown of the Service shall be reported to the Seller Customer Service Center (CSC) by email to CS@cmi.chinamobile.com or by phone to +852-3975-6666. Customer Service Centre is available 24 hours a day, 7 days a week.
- 3) Seller shall give a prior notice of three (3) working days to Buyer in relation to the schedule of the planned downtime.
- 4) In the event of unplanned outage, Seller agrees to use any and all its best endeavor to meet the following time targets for communication with Buyer and resolution of the outage, depending on the severity of the outage.

Outage Severity Level	Definition	Target Outage Response Time	Target Outage Resolution*
One	Service is fully stopped due to system outage	1 hour	8 hours (*)
Two	Service is seriously degraded but can continue its operation via a work-around or incremental resource for a short period of time before business stops.	4 hours	48 hours(*)
Three	Service is lost by small number of End-Users, affecting significant business functionality. Problem or incidents where a work-around exists or can be developed with a small amount of incremental resources.	24 hours	168 hours (*)

(*) Exclude non-working day period.

12. Billing Disputes

- 1) Buyer will be responsible for payment of all undisputed charges as reflected on any billing statement. Where the Buyer, in good faith, disputes any invoiced amount, it shall submit a written dispute notice to the Seller, specifying the nature of the dispute and providing complete documentation, including CDRs when necessary, to support the dispute, by not later than the Due Date for the disputed invoice. Any such request shall not be cause for delay in the payment of the undisputed balance due. The dispute should be resolved within ninety (90) days of the date of the submission of the written dispute notice. Following the dispute resolution, any adjustment will be included in the next billing statement.
- 2) If the disputed amount is less than three percent (3%) of the chargeable short message set out in the invoice, the Buyer shall unconditionally accept the invoiced amount and the Buyer shall make full payment on or before the

due date.

- 13. Seller reserves the right to** (i) block all incoming SMS messages from any route at the gateway and/or (ii) suspend the Service or terminate this Order Form to stop any SMS or other SMS messages are sent to the End User without its prior consent, as required by law; and/or any unlawful or fraudulent SMS messages are sent to the End User (“Spam, Fraud or Unsolicited SMS”). No compensation will be given to the Buyer to cover any financial loss due to such Spam, Fraud or Unsolicited SMS. “End User” means any entity (other than the Buyer) who or to whom the Buyer (i) asks the Supplier to supply any Service directly; (ii) resupplies any Service, or allows to distribute any Service; (iii) allows to use the Service; or (iv) supplies any goods or services which use or rely on any Service.