

中国移动国际有限公司

China Mobile International Limited

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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

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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. 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.

7. 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 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.